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THIS AGREEMENT, made this 31st day of January,
 A. D., 1968, 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, THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan
 corporation, and THE NEW YORK CENTRAL RAILROAD COMPANY, a Delaware corporation
 and lessee of the Michigan Central Railroad, said two companies being hereinafter
 referred to collectively 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 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 RAILROAD at a point near the intersection of Buchanan
 and Maybury Grand, 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 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 Agreement, dated February 3, 1959, as amended March 16, 1965, between the PUBLIC AUTHORITIES covering the construction of the Freeway (Control Section 82124A) 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 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 shall, by proper action in a manner provided by law, 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 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 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, 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 further 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 furnishing and placing of fill and subballast for the temporary run-around track and for the reconstruction of the permanent track of the RAILROAD.
- (d) The grading of the temporary run-around track embankment after removal of the run-around track by the RAILROAD.
- (e) Grading for the reconstruction of the permanent tracks of the RAILROAD.
- (f) The shop and mill inspection incident to the fabrication of steel work for the highway underpass structure.
- (g) The construction of highway and railroad drainage facilities where required.
- (h) 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 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 required 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 of 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 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 five (5) 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 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, 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 RAILROAD shall be entitled to reimbursement by the PUBLIC AUTHORITIES. In no event shall the aggregate cost of such policy or policies exceed \$ 8,471.00. 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 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 any there be, to property, business or persons, other than to the property of the RAILROAD, arising in any manner from said PROJECT.

In the event any claim or demand is made or any suit is instituted against the RAILROAD, arising out of this PROJECT, wherein the PUBLIC AUTHORITIES are liable under the terms hereof, the PUBLIC AUTHORITIES will, on written notice from the RAILROAD, 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 RAILROAD, the Contractor, or any of their employees, agents, contractors or subcontractors.

The RAILROAD 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: Inasmuch as Interstate Route I-96 is established as a new highway and is not essentially a relocation of an existing street or highway - as classified in Policy and Procedure Memorandum No. 21-10, Section 5, b, (4) of the BUREAU, and amendments thereto - the construction of the grade separation structure will not be considered as a benefit to the RAILROAD and consequently the RAILROAD 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 RAILROAD 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 upon the RAILROAD, and this Agreement shall thereupon terminate forthwith.

SECTION 20: When the work of construction of said PROJECT has been completed, the RAILROAD, 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 RAILROAD 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.

The parties herein have heretofore agreed, by an exchange of letters, to the construction of a 7-foot storm sewer, by the COMMISSION, as shown on Exhibit E and placed beneath the Freeway and the tracks of the RAILROAD to carry surface water from the Freeway. Though the construction of the storm sewer is a part of this PROJECT, it had to be commenced prior to the execution of this Agreement. This Agreement, by this paragraph, denotes the responsibility for the maintenance of the storm sewer to be the COMMISSION'S, and the cost thereof will be borne by the COMMISSION and at no cost to the RAILROAD.

SECTION 21: Either the COMMISSION, the BOARD, the CITY or the RAILROAD 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 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 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 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, MICHIGAN, and THE MICHIGAN CENTRAL RAILROAD COMPANY and THE NEW YORK CENTRAL RAILROAD COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By *Gordon J. Fellow*
Assistant to the Chief Engineer

MICHIGAN STATE HIGHWAY COMMISSION

By *Heriberto Stefani* 12/28/67
DIRECTOR

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

By *M. Zolik*
County Highway Engineer

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

By *Philip J. Mendicino*
Chairman

By _____
Commissioner

By *Michael B...*
Commissioner

CITY OF DETROIT

By *Agostino Bernarducci*
City Engineer

CITY OF DETROIT

By *Walter J...*
Commissioner of Public Works

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

By *C. E. Rudolph*
Chief Engineer

THE MICHIGAN CENTRAL RAILROAD COMPANY

By *[Signature]*
Vice President
Attest: *[Signature]*
Assistant Secretary

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

THE NEW YORK CENTRAL RAILROAD COMPANY Lessee of the Michigan Central Railroad

By *J. Chenevix*
Vice President
Attest: *[Signature]*
Assistant Secretary

APPROVED MICHIGAN PUBLIC UTILITIES COMMISSION

MAY 9 1968

A. F. Sanford
DIRECTOR RAILROAD DIVISION

APPROVED BY AD BOARD
5-7-68

RESOLUTION

Commissioner Berry moved the adoption of the following Resolution:

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

WHEREAS, a portion of the construction of said freeway requires the construction of a grade separation structure at the freeway intersection with the New York Central Railroad;

NOW, THEREFORE, be it resolved that the formal agreement between the Michigan State Highway Commission; the Board of County Road Commissioners of the County of Wayne, Michigan; the City of Detroit; and the New York Central Railroad Company, providing for the construction of a grade separation structure to separate the tracks of the New York Central Railroad Company from the vehicular traffic of the Jeffries Freeway north of Buchanan Street, be and the same hereby is approved; and

BE IT FURTHER RESOLVED that this Board is hereby authorized and directed to execute the Agreement in accordance with statute in such case made and provided.

The Motion was supported by Commissioner Neudeck and carried by the following vote:

AYES: Commissioners Neudeck and Berry.

NAYS: None.

APPROVED
as to form

Legal Division

CERTIFICATION

I, Henry J. Galecki, Acting Secretary and Clerk of the Board of County Road Commissioners of the County of Wayne, Michigan, do hereby certify that the foregoing is a true and complete copy of an excerpt from the minutes of a meeting of said Board held on the 28th day of March, A. D. 1968, as appears of record in the office of said Board; that I have compared it with the original and it is a true transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Detroit this 28th day of March, A. D. 1968.


Secretary and Clerk of the
Board

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.

1.19.67

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.

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)

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.

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, carrying the tracks of The New York Central Railroad Company over Interstate Trunkline Highway I-96, the Jeffries Freeway, near Maybury Grand and Buchanan Streets in Detroit, Michigan, shall be executed without damage and, insofar as is possible, without delay to the trains of The New York Central 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, Michigan, the Michigan Central Railroad Company, and The New York Central Railroad Company, Room 912, 466 Lexington Avenue, New York, New York - 10017:
 - 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, Michigan the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit, Michigan.

The Contractor shall furnish to the Highway Commission, to the Board of County Road Commissioners of the County of Wayne, Michigan, and to the City of Detroit, Michigan, 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, Michigan, 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 New York Central 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 New York Central 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. 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, Procurement Division, 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, to the Michigan Central Railroad Company and to The New York Central Railroad Company, Room 912, 466 Lexington Avenue, New York, New York - 10017."

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 Railroad Company the cost of switchtenders, flagmen, telegraph operators, conductors, pilots, 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 within clearance limits of vertical planes on each side of track 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 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 the Superintendent 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 within thirty (30) days after receipt of bills. 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:

NEW YORK CENTRAL RAILROAD

Engineering Department

SCHEDULE OF RATES FOR FLAGGING SERVICE REQUIRED

ACCOUNT OF STATE CONTRACTORS OPERATIONS

CLASSIFICATION OF RAILROAD EMPLOYEE: YARD CONDUCTOR
HEADQUARTERS OF RAILROAD EMPLOYEE: Detroit, Michigan

ONE DAY BASIS

Straight time 1 - 8 hour day @ \$26.55	\$26.55
*Plus 51.09% of \$26.55	<u>13.56</u>
Total - one 8 hr. day	40.11

FIVE DAY BASIS

40.11 x 5 days = 200.55

NOTE: On duty more than eight (8) hours continuous
time, overtime rate is \$4.98 per hour plus 51.09%

*ADDITIVES:	%
Vacation allowance	6.00
Paid holidays	2.75
RR retirement and unemployment	12.40
Health and welfare	5.00
Supervision	10.00
Insurance	13.85
Additional 12.40% on V.A. and P.H.	<u>1.09</u>
Composite overhead on labor	51.09%

- 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 operations.
- 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 that 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 supervision 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 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, Michigan, the Michigan Central Railroad Company and The New York Central Railroad Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By *Gordon J. Feltow*
Assistant to the Chief Engineer

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

By *M. Zolik*
County Highway Engineer

CITY OF DETROIT

By *Agued Bernarducci*
City Engineer

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

By *E. Lepudov*
Chief Engineer

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 struc-)
ture carrying Interstate Route 96)
across the right-of-way and under the)
tracks of the Pennsylvania New York)
Central Transportation Company at a)
point near the intersection of)
Buchanan Street and Maybury Grand)
Avenue in the City of Detroit, County)
of Wayne, Michigan.)
_____)

File No. RR-4494

At a session of the Michigan Public Service Commission held at
its offices in the City of Lansing, Michigan, on May 9, 1968.

PRESENT: Hon. Peter B. Spivak, Chairman
Hon. Willis F. Ward, Commissioner
Hon. William A. Boos, Jr., Commissioner

GRADE SEPARATION

Application in the matter captioned above has been filed with
this Commission, in a letter dated April 9, 1968, by the Michigan
Department of State Highways, together with copy of an Agreement,
dated January 31, 1968, 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, such parties being

collectively referred to therein as the Public Authorities, and the Michigan Central Railroad Company, and the New York Central Railroad Company for itself and the said Michigan Central Railroad as lessee thereof, such Railroad Companies being referred to therein as the Railroad. By appropriate action of the governing federal agency, such Railroad companies are now an integral part of the Transportation Company captioned above.

The Agreement sets forth the understandings of each party to the other in the construction, establishment, maintenance, repair, replacement and renewal of the proposed structure, and the payment of costs involved therein. Accompanying the Agreement are copies of the pertinent Highway Department Plans for the project, identified individually and in the Agreement as Exhibit A - showing the General Plan of Site, Exhibit B - showing the General Plan of Structure, Exhibit C - showing the General Plan of Structure, Exhibit D - showing Construction Sequence Drawings, and Exhibit E - showing Drawing for a related storm sewer.

The application states that the proposed structure is an integral part of the construction of Interstate Route 96, and the Agreement indicates that approval of the project has been granted by the appropriate office of the Federal Department of Transportation. It is

submitted that the proposed structure is in the interest of safety and convenience to the traveling public, and request is made for an Order by this Commission authorizing the construction.

In due consideration of this matter, the Commission FINDS that the interests of public safety and convenience will be enhanced by and therefore reasonably allow construction and establishment of the proposed structure, that the request may be granted, and that the said Agreement and Plans may be approved and adopted.

IT IS THEREFORE ORDERED that permission and authority shall be, and the same is, hereby granted the Michigan Department of State Highways to construct, establish, and maintain a grade separation structure carrying Interstate Route 96 across the right-of-way and under the tracks of the Pennsylvania New York Central Transportation Company (formerly the New York Central Railroad Company), at the location captioned above, in accordance with the provisions of an Agreement, dated January 31, 1968, as executed by and between the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit, Michigan, the Michigan Central Railroad Company, and the former New York Central Railroad Company for itself and the said Michigan Central Railroad as lessee thereof, and substantially in accordance

with Michigan Department of State Highways Plans identified in the said Agreement as Exhibits A, B, C, D, and E, and that the said Agreement and Plans shall be, and are, hereby approved and made a part hereof.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Peter B. Spivak
Chairman

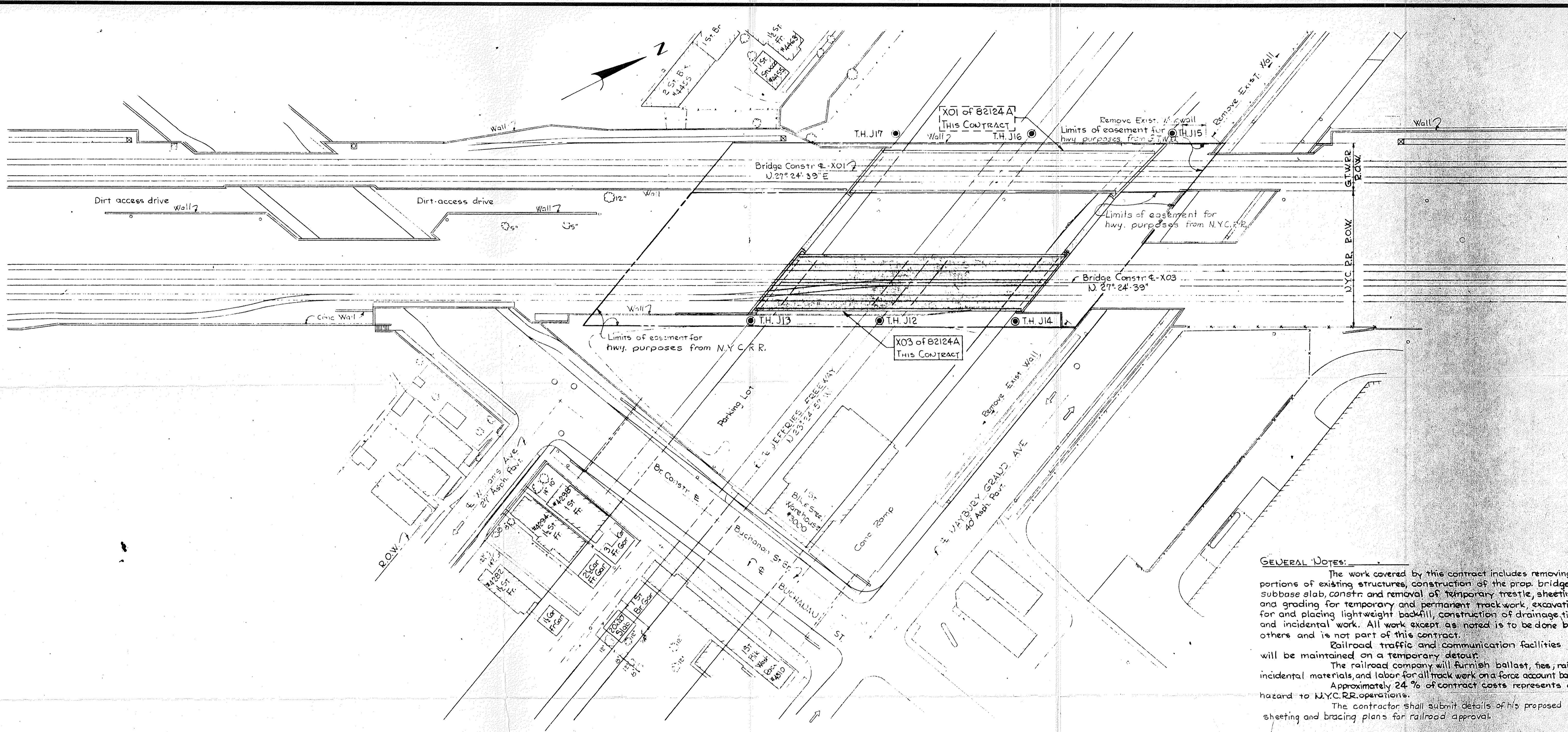
(S E A L)

/s/ Willis F. Ward
Commissioner

/s/ William A. Boos, Jr.
Commissioner

By the Commission and
pursuant to its action
of May 9, 1968.

/s/ Knight D. McKesson
Its Secretary



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 trackwork, 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 24 % of contract costs represents a hazard to N.Y.C. 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

Preliminary Plan A, Sept. 6, 1966

SURVEY PLAN
 Scale: 1" = 40' 0"

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

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

REVISIONS			
NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT

NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
 CROSSING THE JEFFRIES FREEWAY IN DETROIT
 Exhibit "A"

CITY OF DETROIT

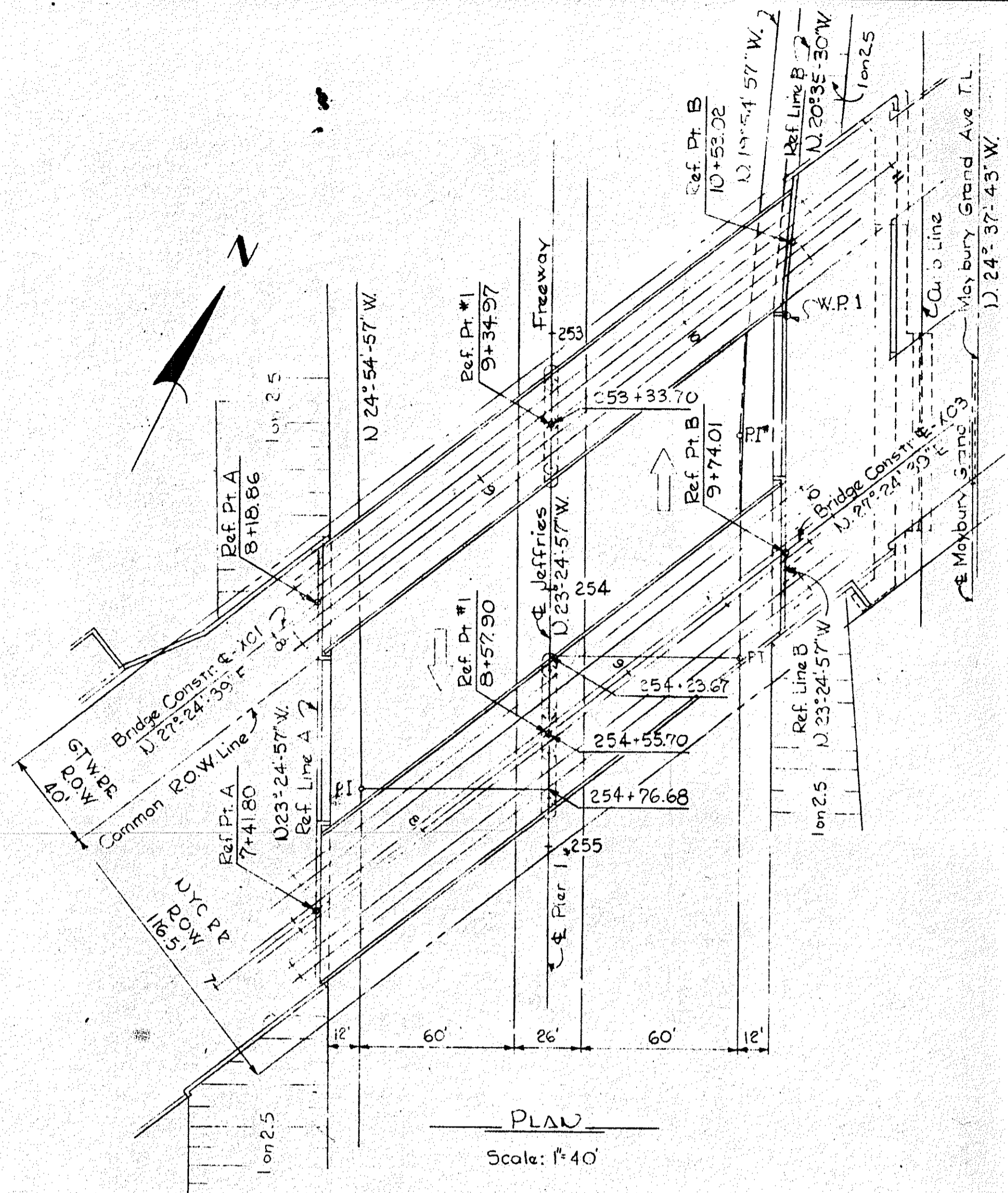
GENERAL PLAN OF SITE

APPROVED: *J. G. Cook* 9-14-66 DESIGN SUPERVISING ENGINEER
 APPROVED: *[Signature]* 9-14-66 ENGINEER OF DESIGN - CONSULTANTS

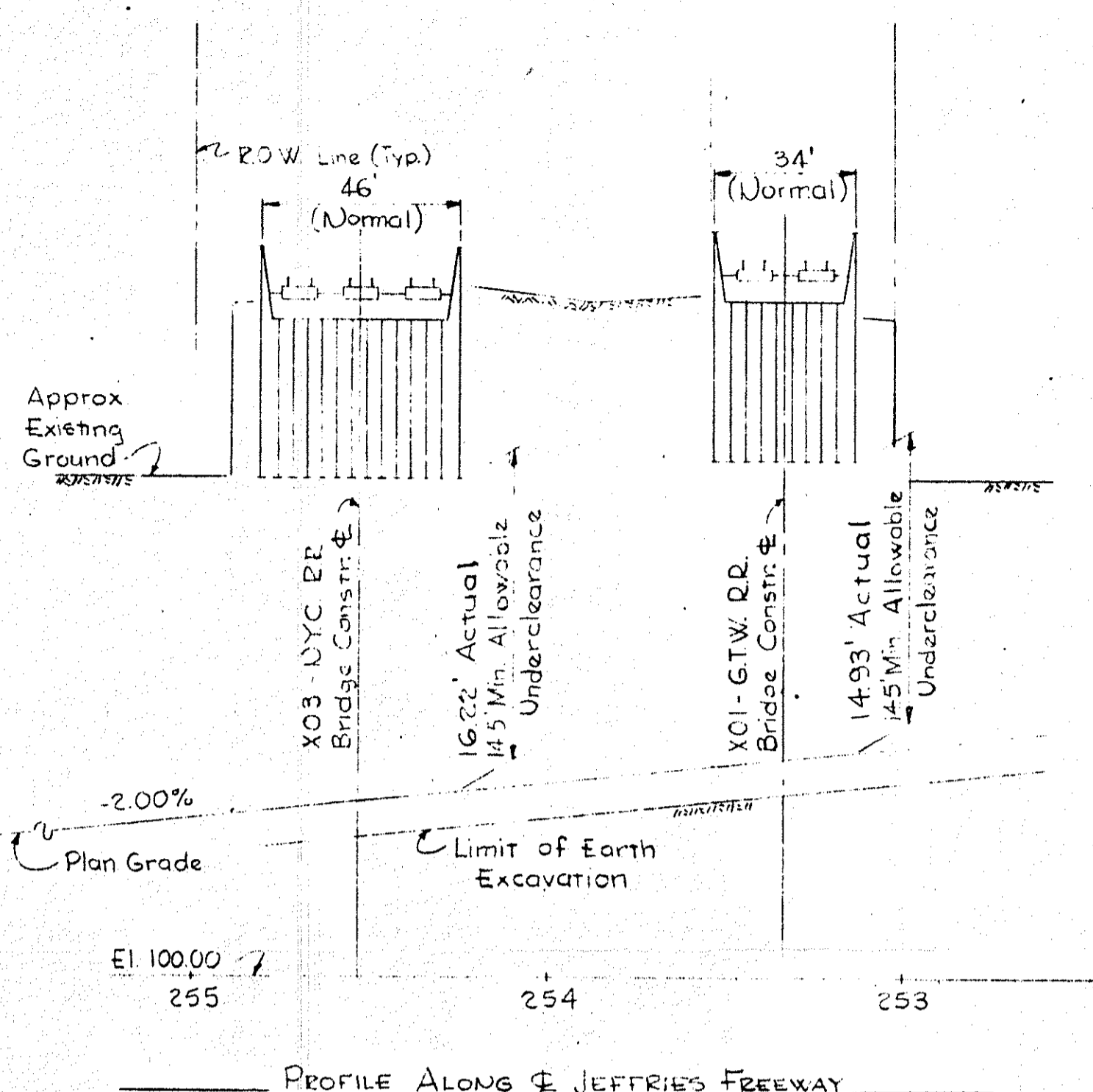
DRAWN BY	DATE
W.A.L.	FEB '66
CHECKED BY	DATE
W.A.L.	JUN '66

NO. 7 OF 7

XO3 of 82124A



Curve #1 Data
 $\Delta = 03^{\circ}30'00''$
 $D = 02^{\circ}00'00''$
 $R = 2864.79'$
 $L = 87.53'$
 $E = 175.00'$
 $F = 1.34'$
 $PC = 252 + 48.67$
 $PT = 253 + 36.20$
 $PI = 254 + 23.67$



GENERAL NOTES:

The stationing as shown on these plans for the intersection of the Bridge Construction and the centerline of 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 centerline of the Jeffries Freeway as the control.

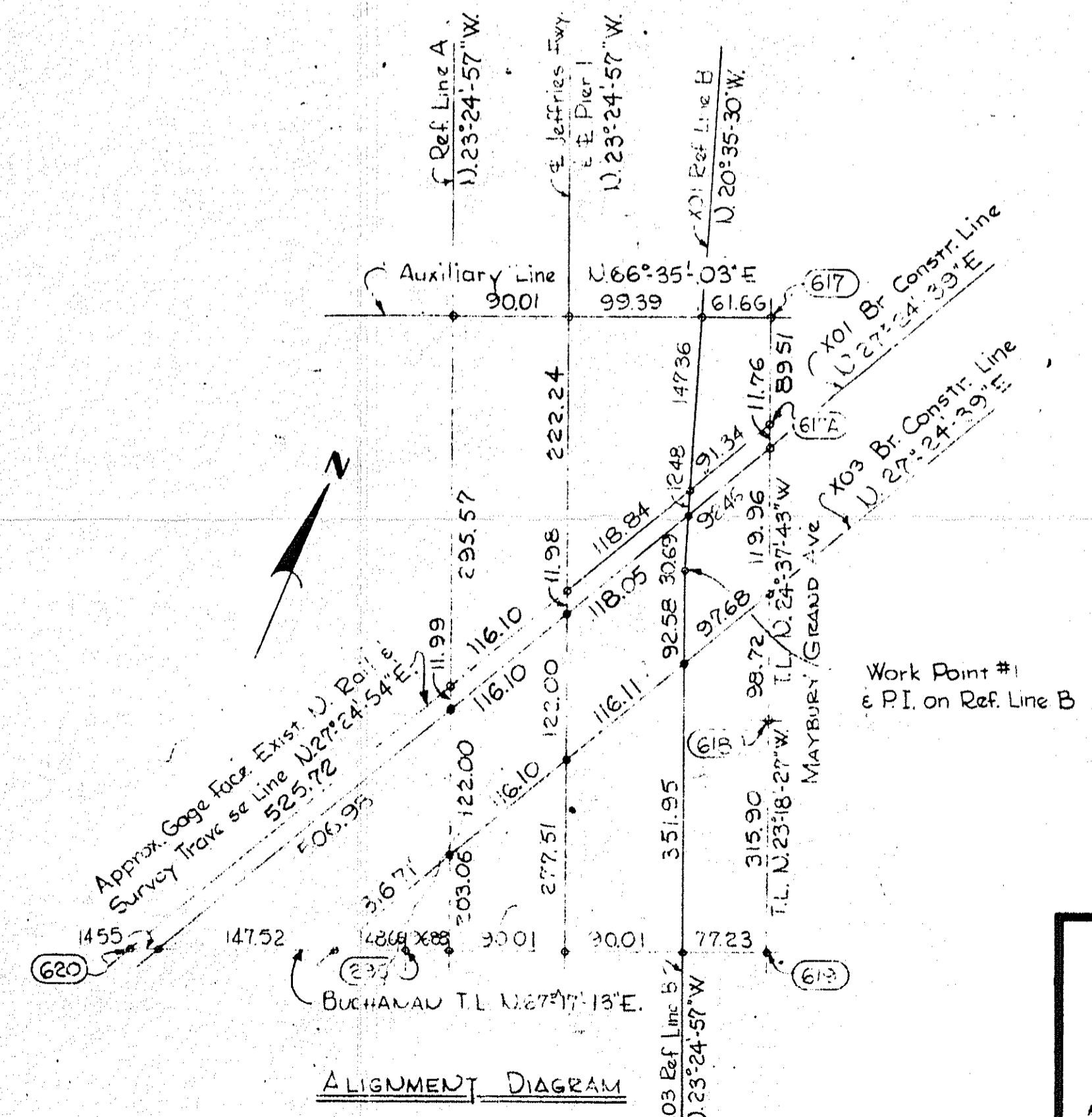
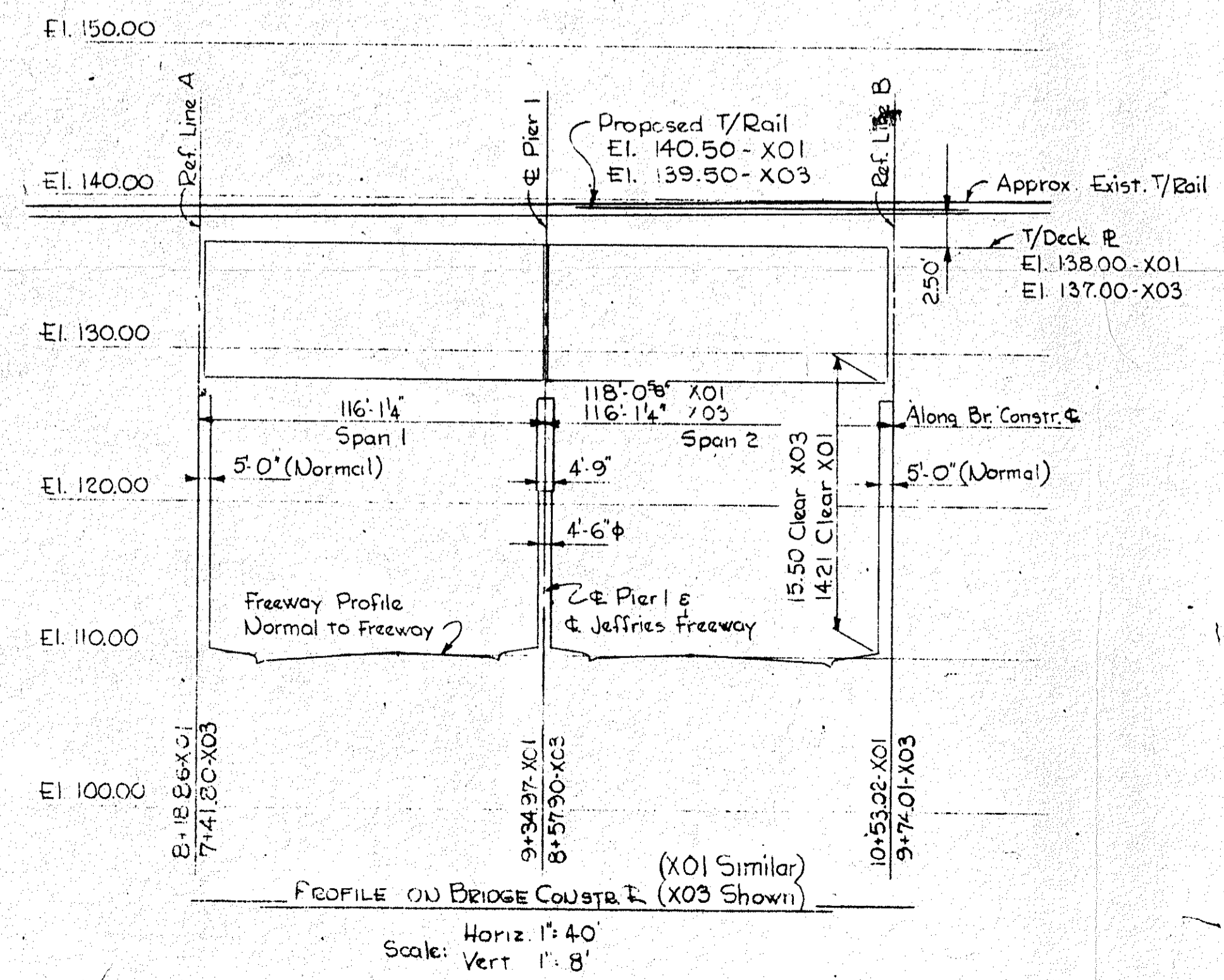
Elevations are referred to City of Detroit datum, which is 479.755 Ft. above sea level.

RAILROAD TRAFFIC DATA

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

DYC RR - 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.



- + . . . Denotes point of intersection
- + . . . Denotes Bridge Reference Point
- (619) . . . Denotes survey traverse point
- TL = Denotes traverse line

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. C. Salmer* STRUCTURAL ENGINEER
 JOB No. FW 990(1)

REVISIONS			
NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT
 NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
 CROSSING THE JEFFRIES FREEWAY IN DETROIT
 Exhibit "B"

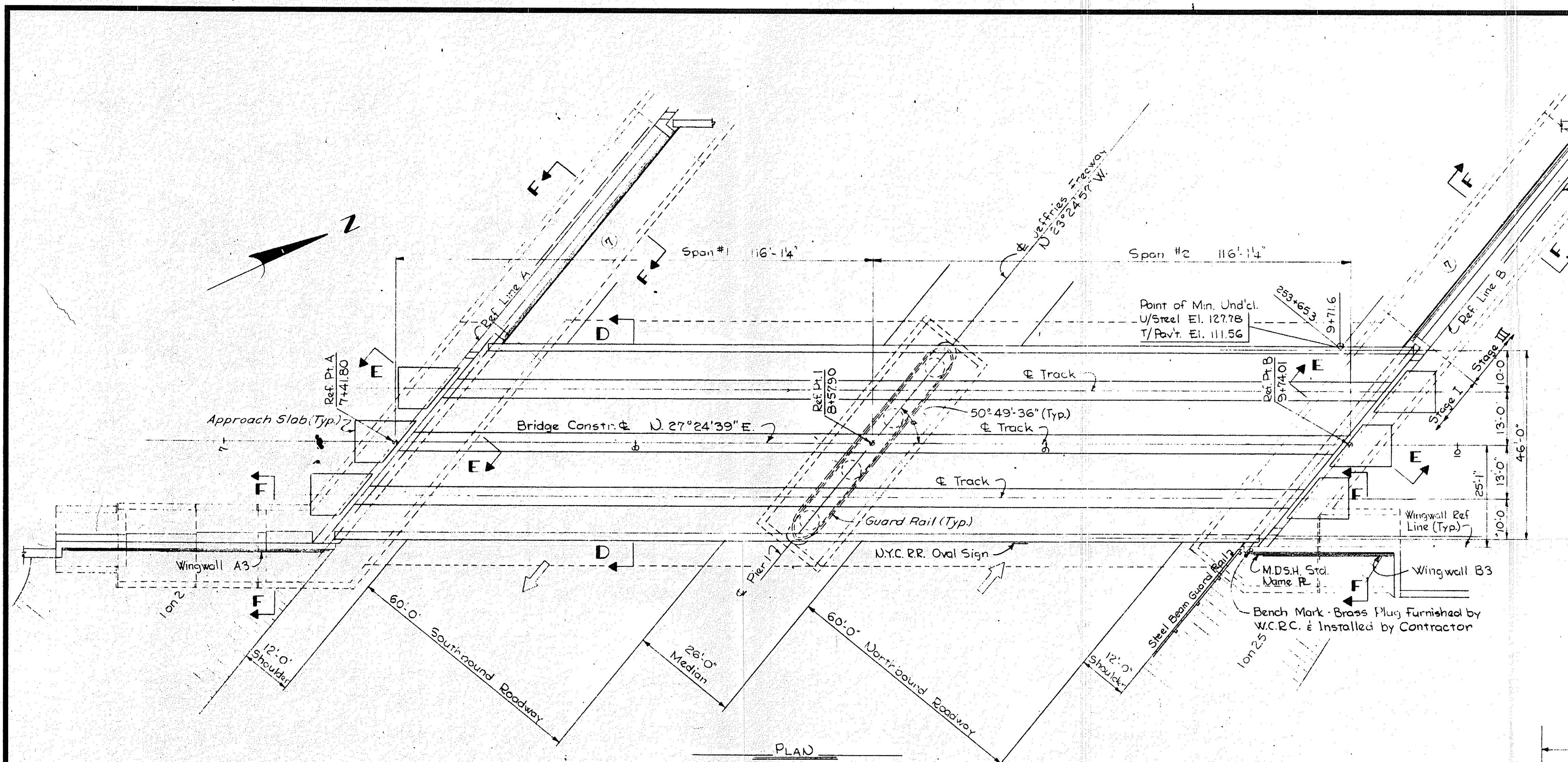
CITY OF DETROIT

GENERAL DRAWING

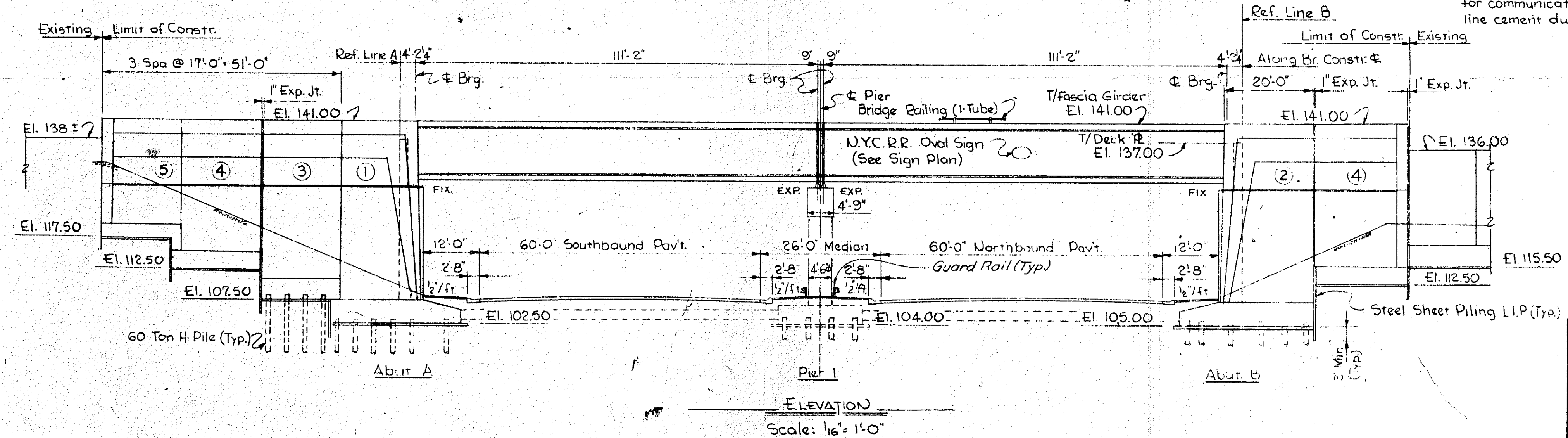
APPROVED: *P. J. Cook* 9.14.66 DESIGN SUPERVISING ENGINEER
 APPROVED: *John J. Holloway* 9-14-66 ENGINEER OF DESIGN - CONSULTANTS

SQUAD BOSS	STAN	566
DRAWN BY	ALLAN BROWN	JAN 66
CHECKED BY	W. A. L.	Jun 66
SHEET 3 OF 7		

X03 of 82124A



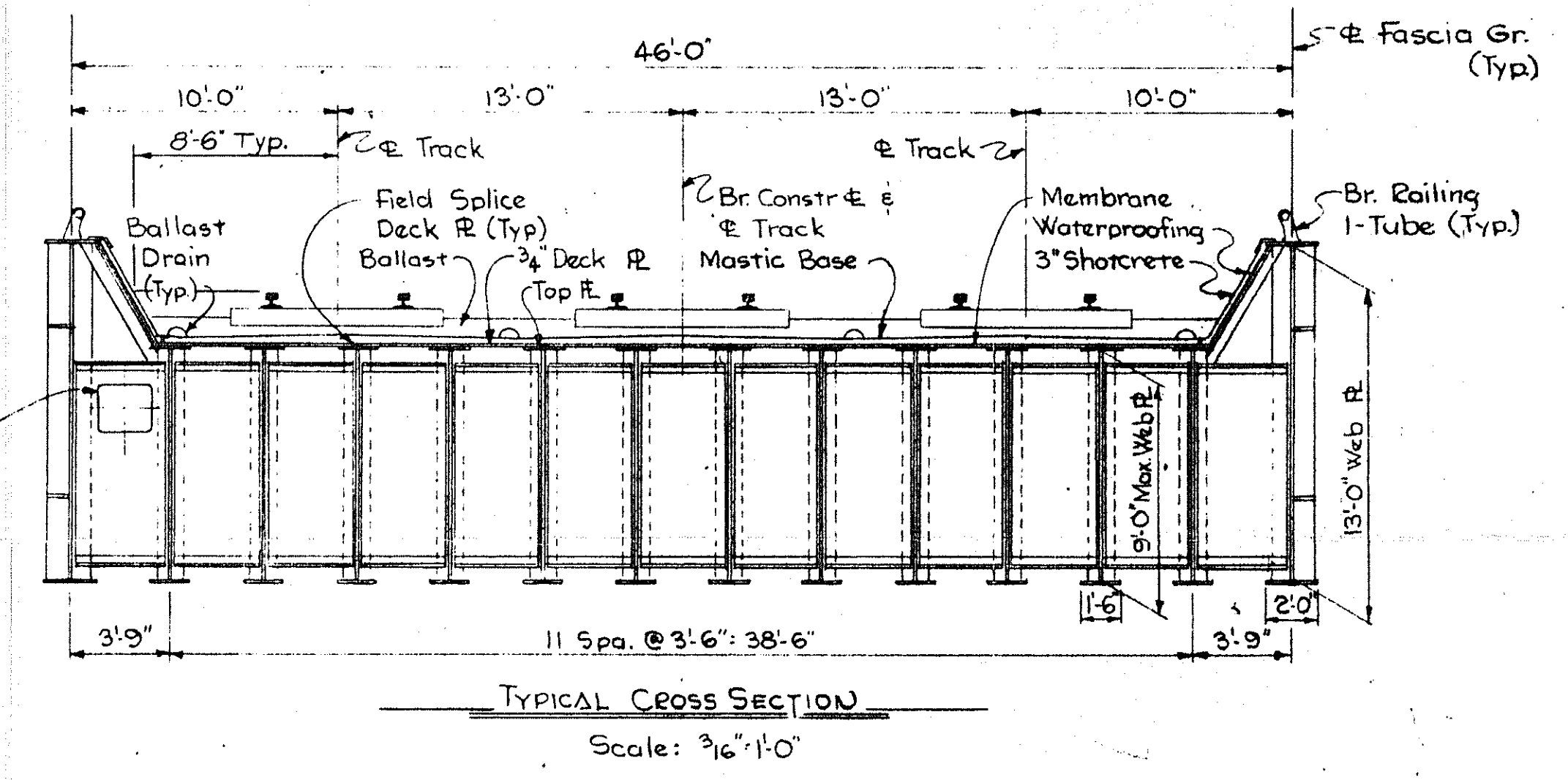
PLAN
Scale: 1/16" = 1'-0"



ELEVATION
Scale: 1/16" = 1'-0"

MISCELLANEOUS QUANTITIES
8" Foundation Drain Lin. Ft.

GENERAL NOTES:
The design of the superstructure is based on the A.R.E.A. Specifications for Steel Railway Bridge, 1963 edition, using Cooper's E-72 loading with diesel impact plus 20% impact.
The design of the substructure is based on the M.S.H.D. Specifications for the Design of Highway Bridges, 1958 edition.
The wingwall design is based on a maximum foundation pressure of 3400 p.s.f. based on D.L. + L.L. and a maximum average foundation pressure of 2200 p.s.f. based on D.L. only.



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

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(11)

NO.	DESCRIPTION	DATE	BY

MICHIGAN STATE HIGHWAY DEPARTMENT
NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
CROSSING THE JEFFRIES FREEWAY IN DETROIT
Exhibit "C" sheet 1

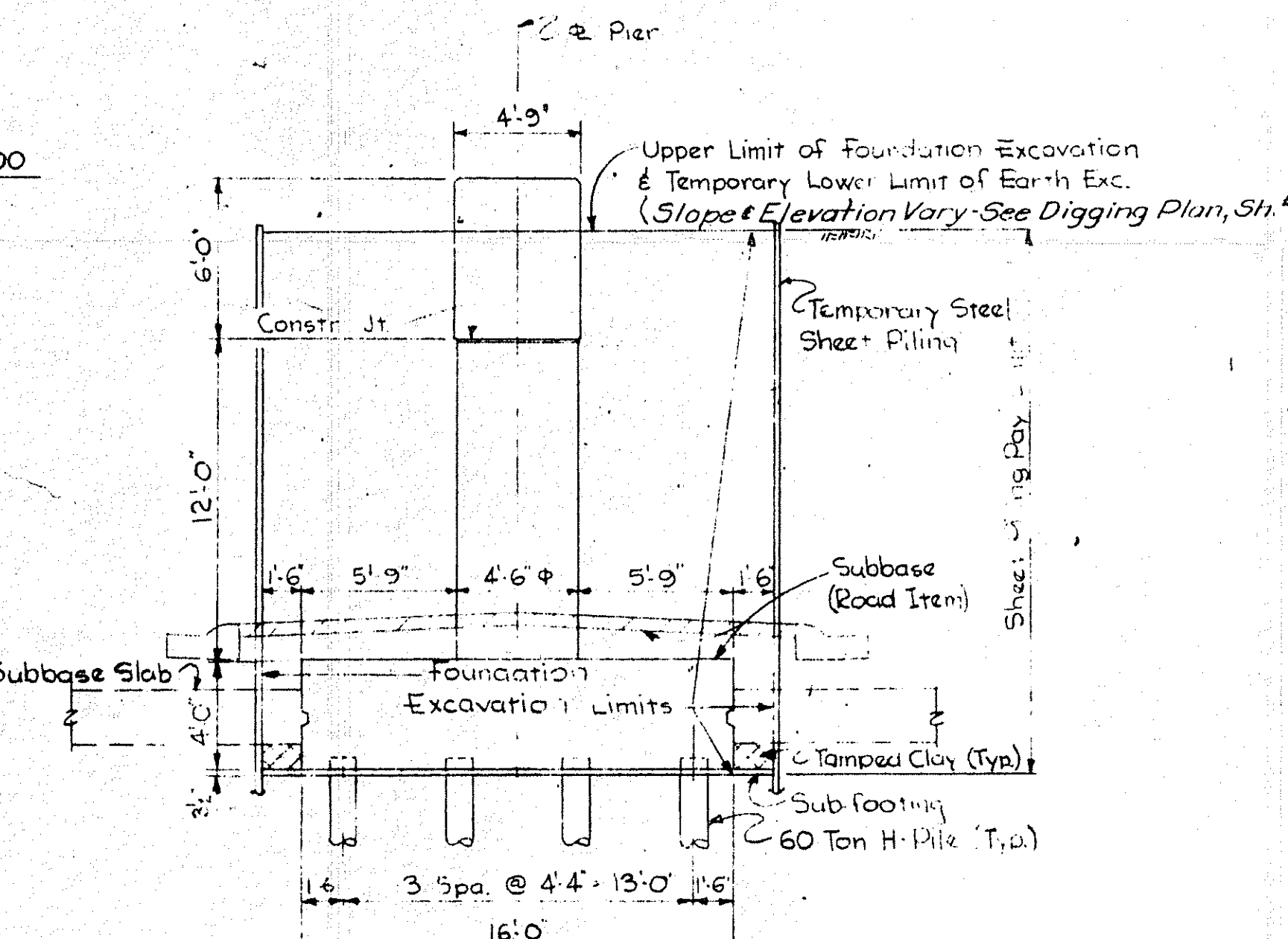
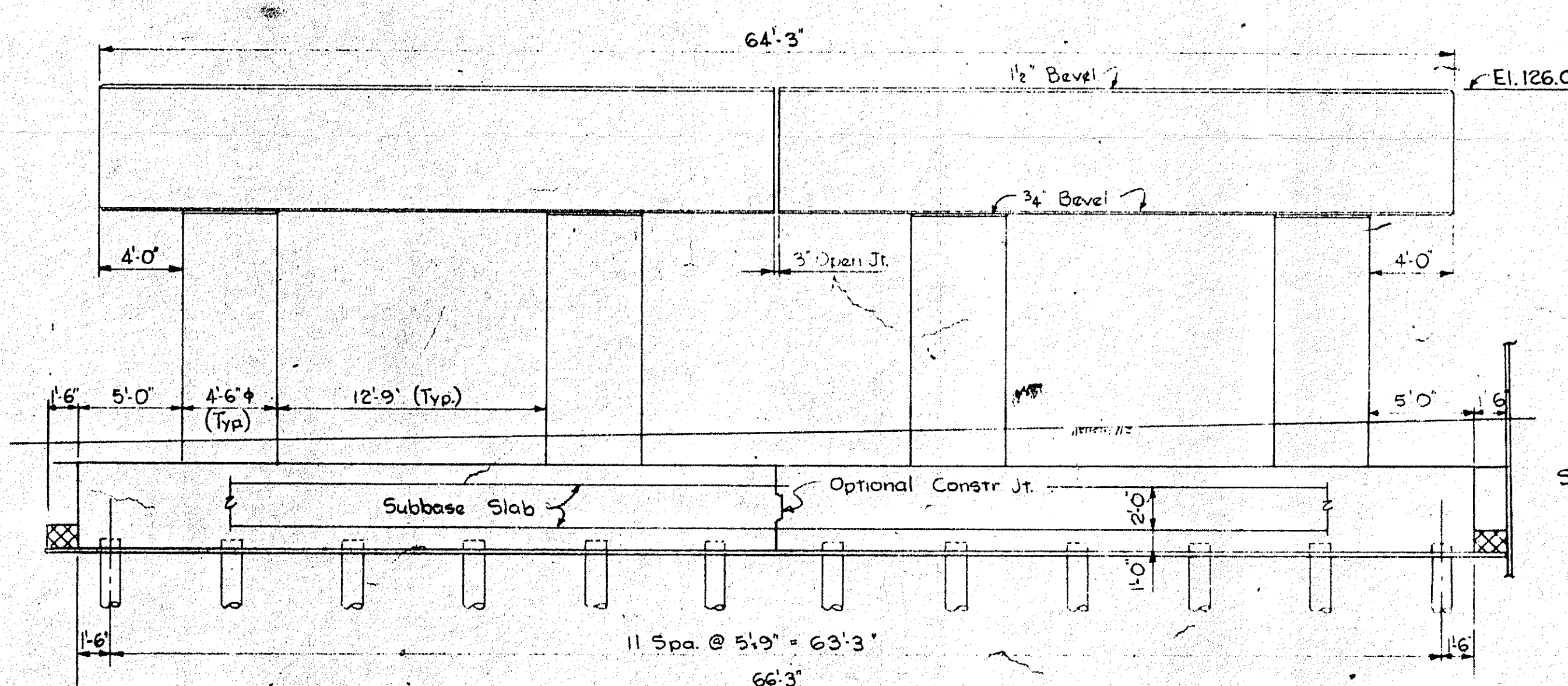
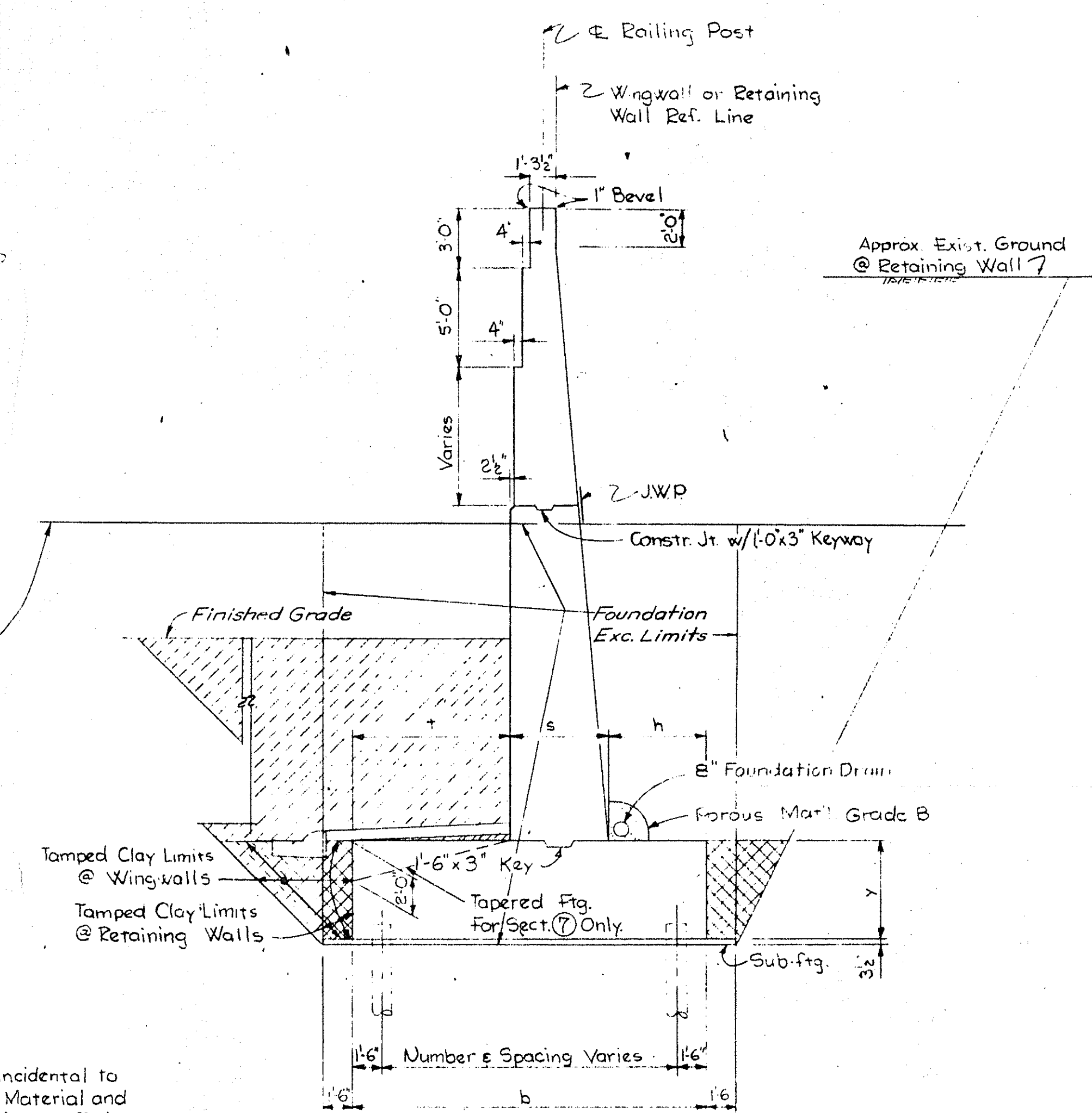
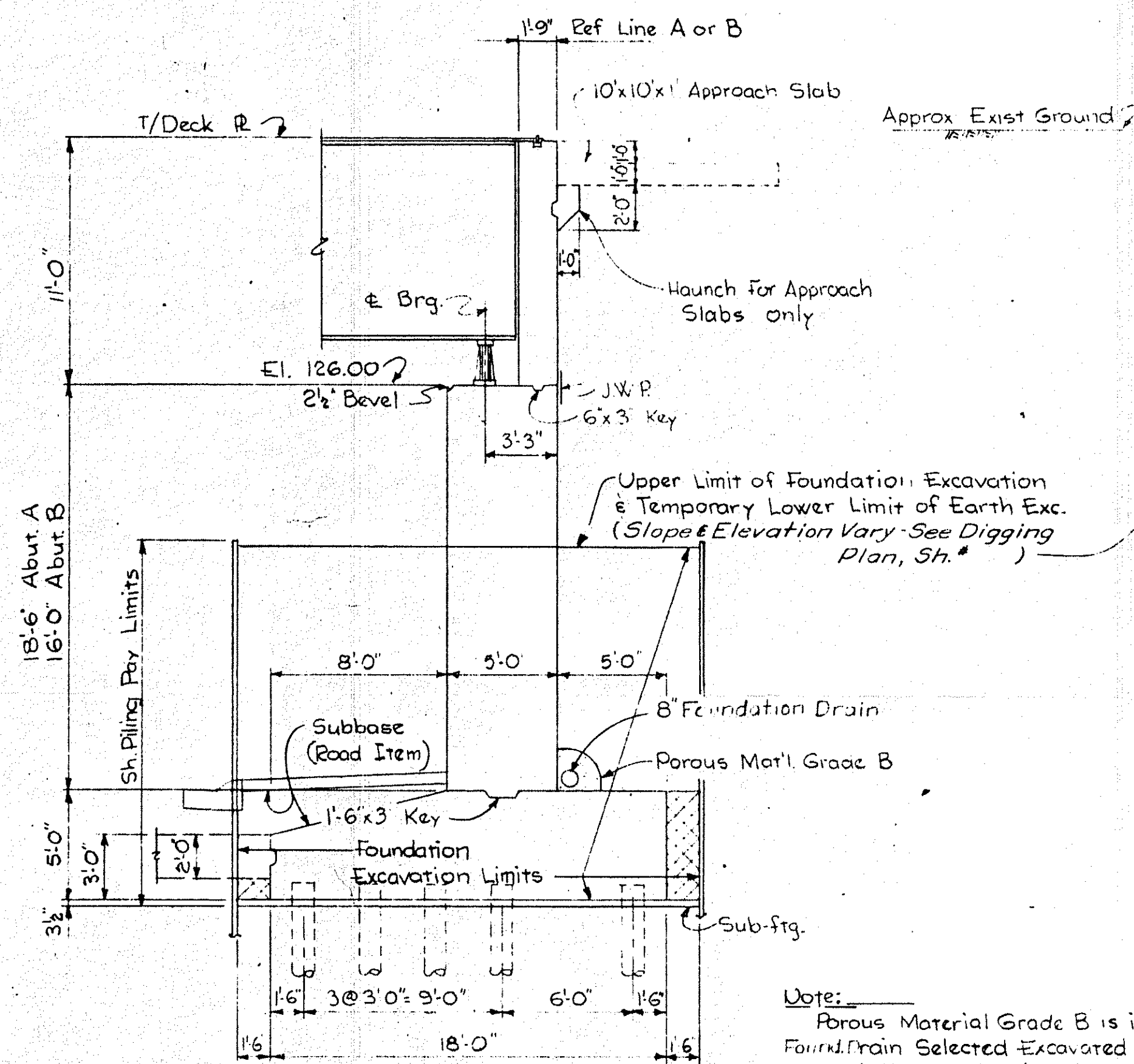
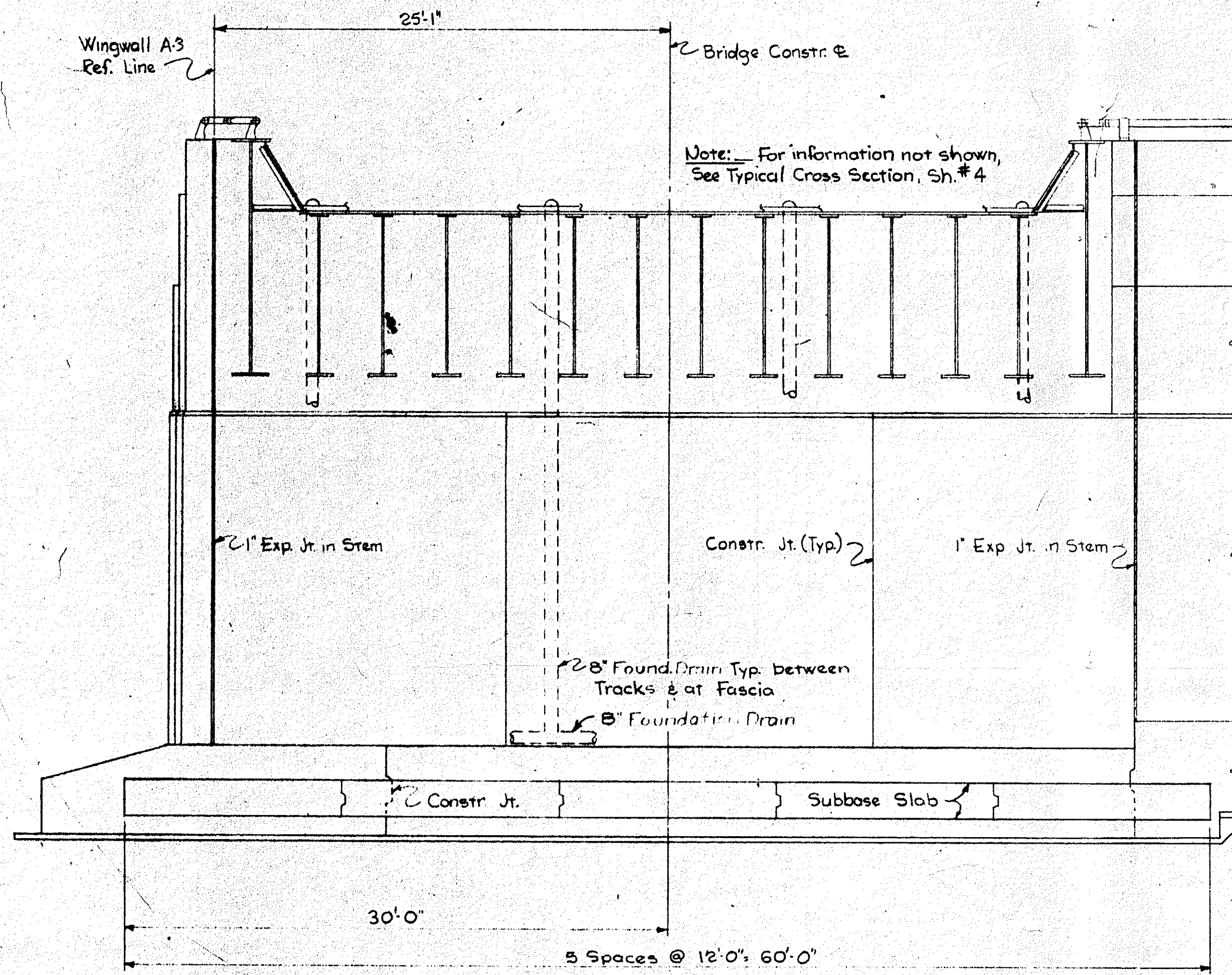
GENERAL PLAN OF STRUCTURE

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

SQUAD BOSS	DATE
STUM	7/66
ALLEN-GRESH	JUN 66
STUM	7/66

SHEET 4 OF 7
X03 of 82124A

Preliminary Plan A, Sept. 6, 1964



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	20'-0"	7'-9"	4'-9"	7'-6"	4'-0"
4	20'-0"	7'-9"	4'-3"	8'-0"	3'-0"
5	15'-0"	4'-0"	4'-0"	7'-0"	2'-6"
6	-	-	-	-	-
7	18'-0"	8'-0"	5'-0"	5'-0"	5'-0"

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: *[Signature]*
STRUCTURAL ENGINEER

JOB NO. PV. 1000

MICHIGAN STATE HIGHWAY DEPARTMENT
NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
CROSSING THE JEFFRIES FREEWAY IN DETROIT
Exhibit "C" sheet 2

GENERAL PLAN OF STRUCTURE

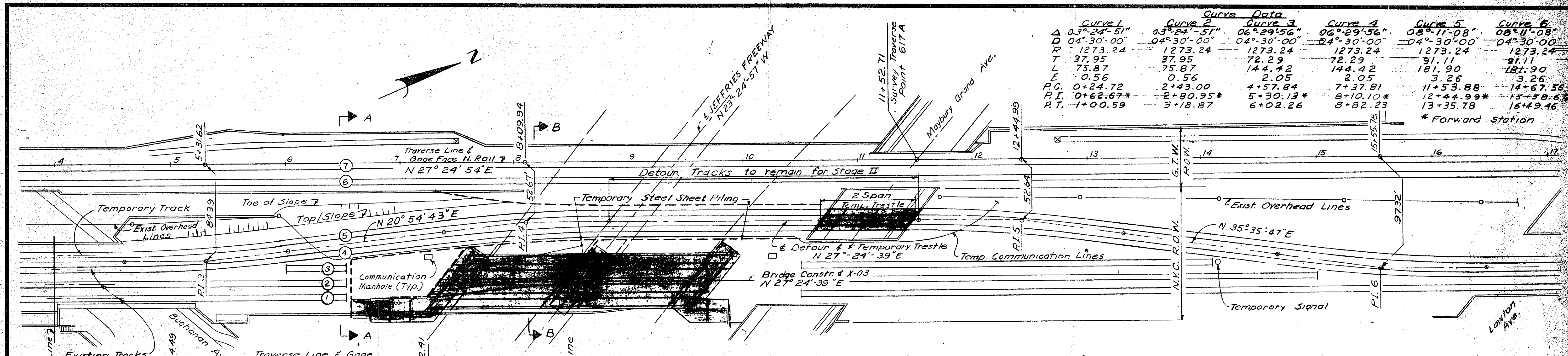
APPROVED: *[Signature]* 9.14.66
DESIGN SUPERVISING ENGINEER

APPROVED: *[Signature]* 9.14.66
ENGINEER OF DESIGN - CONSULTANTS

SHEET 5 OF 7

X03 of 82124A

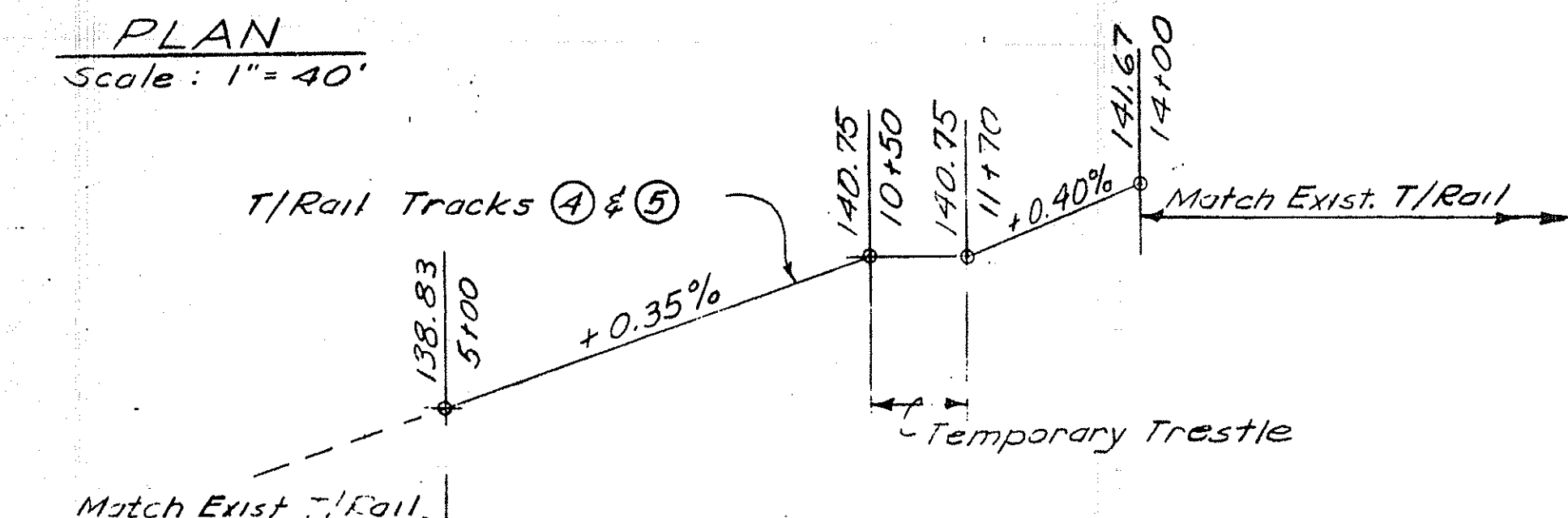
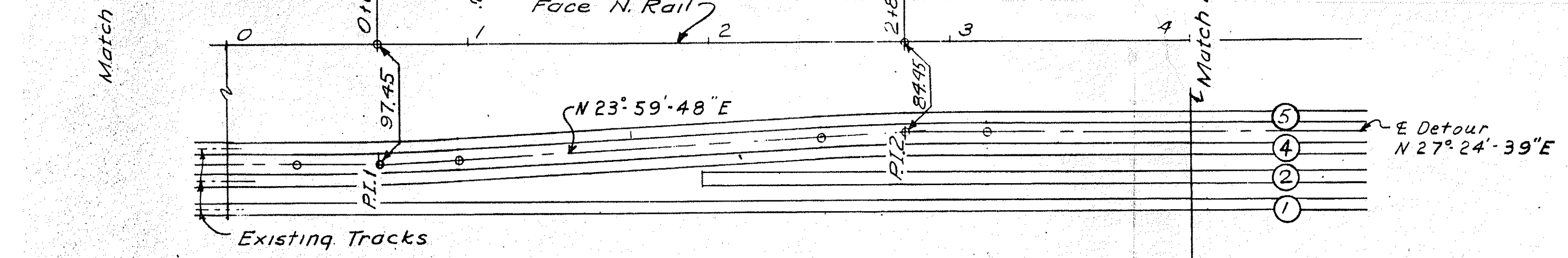
REVISIONS			
NO.	DESCRIPTION	DATE	BY



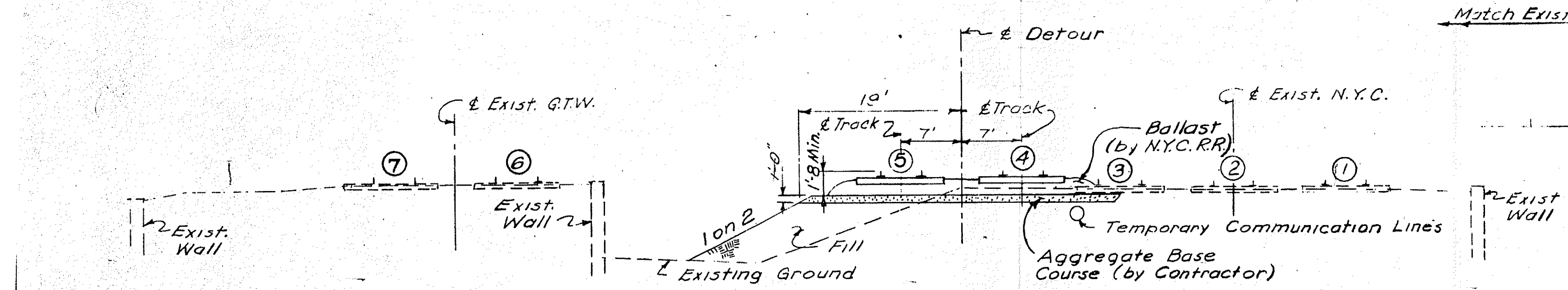
Curve Data

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DD	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



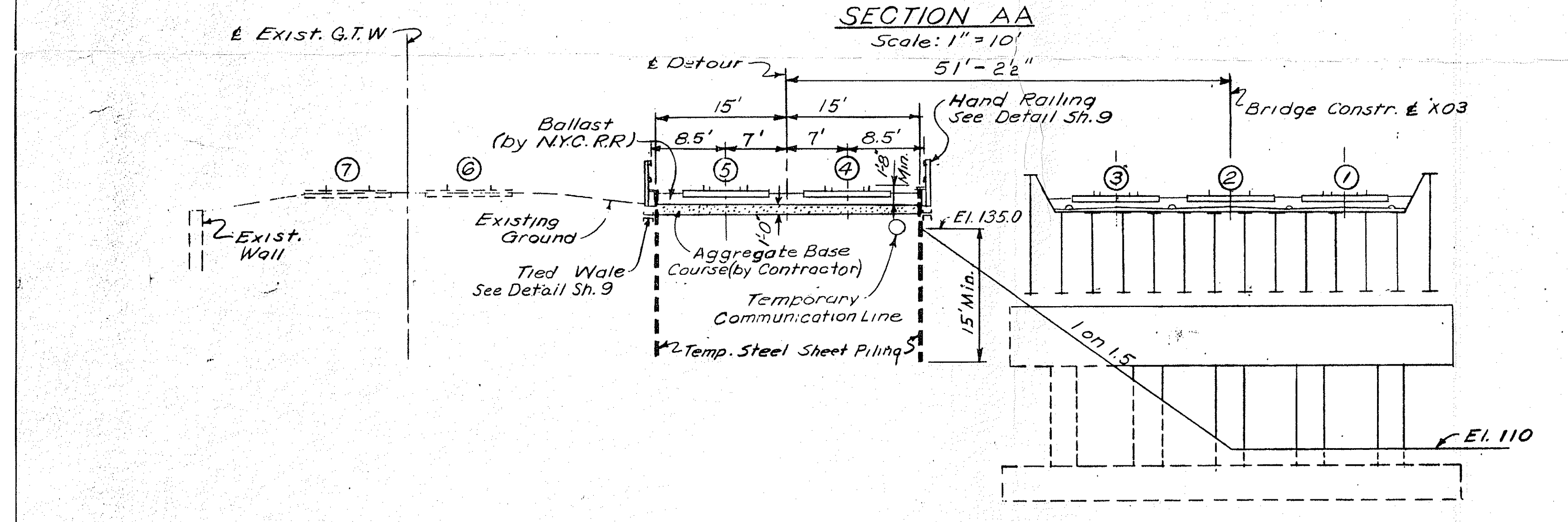
- STAGE I**
- To be done by Contractor: Place temporary sheet piling and embankment. Grade for detour tracks ④ & ⑤. Construct Temporary Trestle over Maybury Grand.
 - To be done by N.Y.C.R.R. Company: Place temporary communication line & temporary signal. Place ballast & detour tracks ④ & ⑤, make track 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 clay fill 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



Work Sheets 7 Thru 11 Together

MICHIGAN DEPARTMENT OF STATE HIGHWAYS
NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
CROSSING THE JEFFRIES FREEWAY IN DETROIT

CONSTRUCTION SEQUENCE STAGE I

REVISIONS

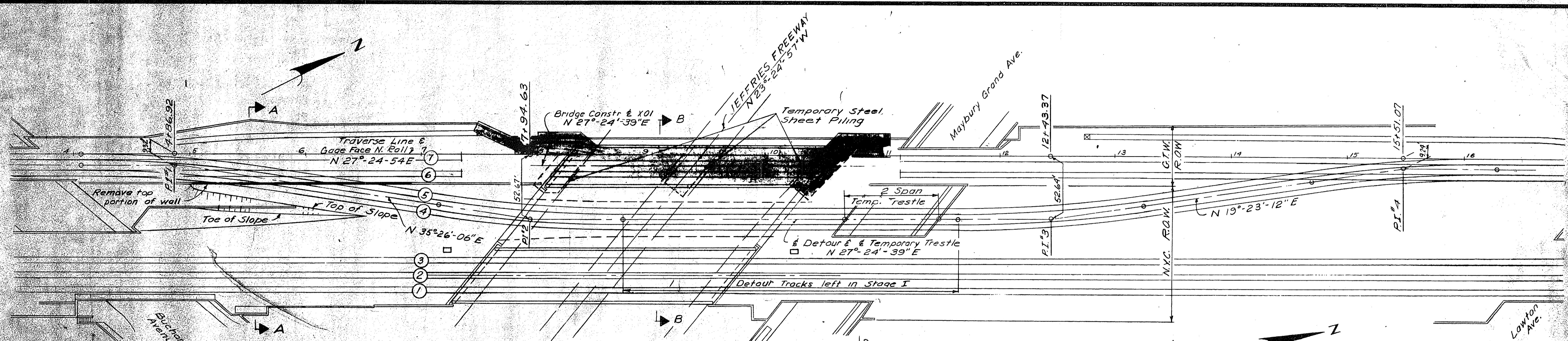
NO.	DESCRIPTION	DATE	BY

APPROVED: *[Signature]* STRUCTURAL ENGINEER

JOB No. PW 990(1)

ROAD BOSS: *[Signature]* 7/66
DRAWN BY: W.A.L. 7/66
CHECKED BY: *[Signature]* 7/66
SHEET 7 OF 11
X03 of 82124A

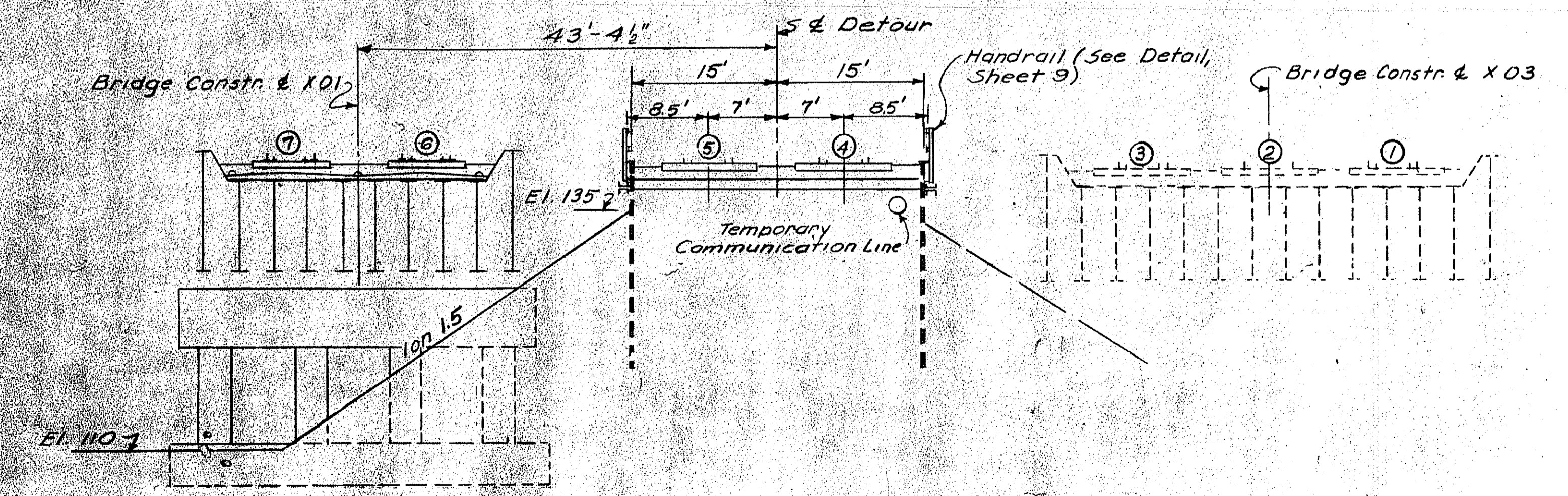
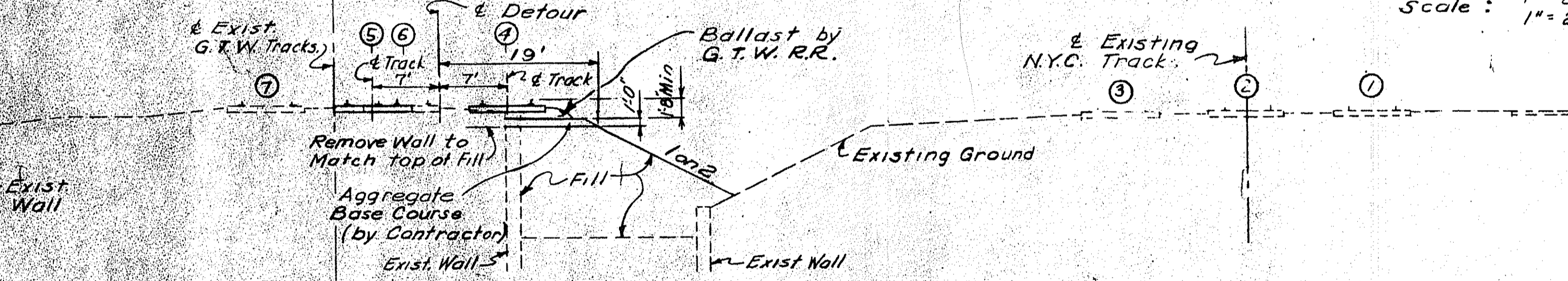
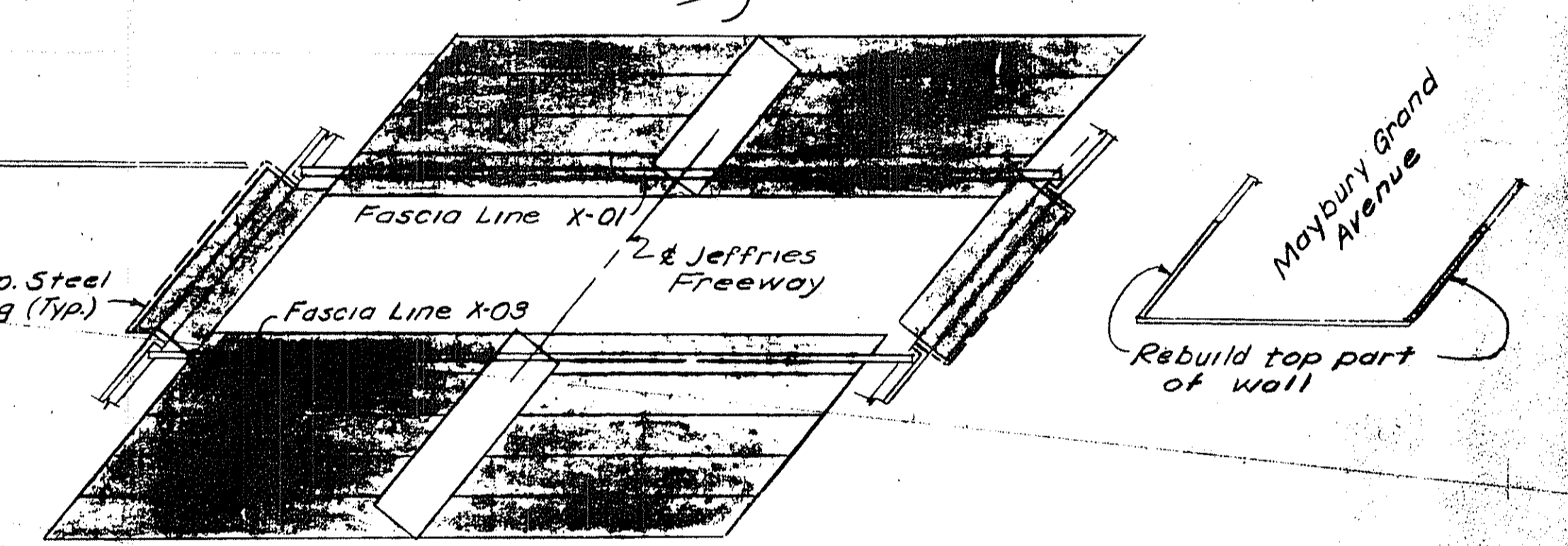
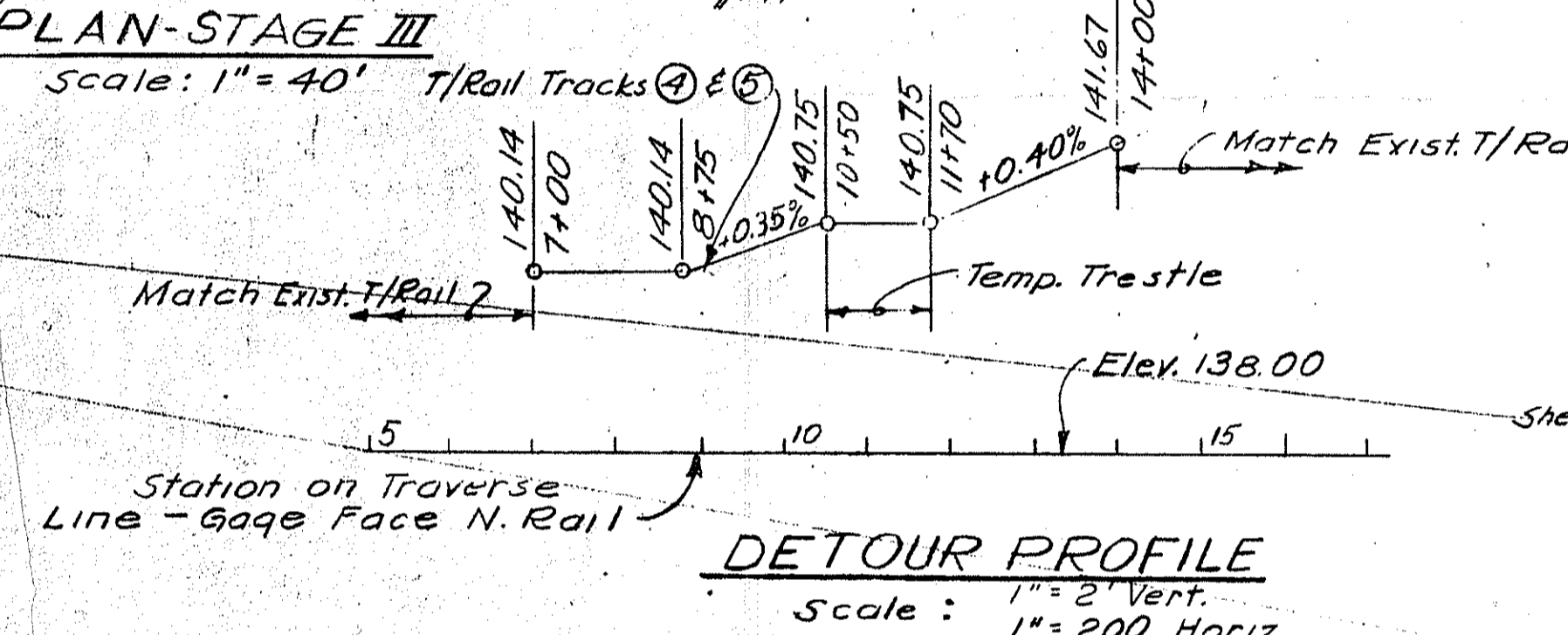
PLANS PREPARED BY
CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
CITY ENGINEERS OFFICE
BUREAU OF HIGHWAYS AND EXPRESSWAYS



Curve Data

	CURVE 1	CURVE 2	CURVE 3	CURVE 4
Δ	08°-01'-27"	08°-01'-27"	08°-01'-27"	08°-01'-27"
D	05°-00'-00"	05°-00'-00"	05°-00'-00"	05°-00'-00"
R	145.92'	1145.92'	1145.92'	1145.92'
L	80.37'	80.37'	80.37'	80.37'
E	160.48'	160.48'	160.48'	160.48'
PC	4+04.03'	7+14.52'	11+63.00'	14+73.48'
PT	4+84.41*	7+34.89*	12+43.37*	15+53.85*
PT	5+64.52'	8+75.00'	13+23.48'	16+33.97'

* Forward Station



- Stage II**
- To be done by Contractor: Remove top portion of wall where tracks ④ & ⑤ cross, and place embankment for tracks ④ & ⑤.
 - To be done by G.T.W.R.R. Co.: Place ballast & detour tracks ④ & ⑤. Use Temporary Trestle & that part of temporary detour remaining from Stage I. Route Railroad traffic to tracks ④ & ⑤.
 - To be done by Contractor: Build Bridge X 01.
 - To be done by G.T.W.R.R. Co.: Place ballast and tracks ⑥ & ⑦ on new Bridge X 01 and approaches. Remove tracks ④ & ⑤ except parts left by N.Y.C.R.R. in Stage I. Route Railroad traffic to normal operation on tracks ⑥ & ⑦ over new Bridge X 01.
 - To be done by N.Y.C.R.R. Company: Remove portion of tracks ④ & ⑤ left in Stage I. Remove temporary Communication Line.
- Stage III**
- Remove temporary trestle and rebuild top portion of walls removed for trestle.
 - Complete excavation and build Subbase Slab. (Excavate in a manner that allows no more than 30' of footing unrestrained at any time.)
 - Build retaining walls to connect abutments between Bridges X 01 & X 03.
 - Grade As Shown On The Grading & Utility Plan.
- Note: All operations in Stage III to be done by the Contractor.

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)

Work Sheets 7 Thru 11 Together

MICHIGAN DEPARTMENT OF STATE HIGHWAYS

NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
CROSSING THE JEFFRIES FREEWAY IN DETROIT

Exhibit "D" sheet 2

CONSTRUCTION SEQUENCE STAGES 2 & 3

REVISIONS

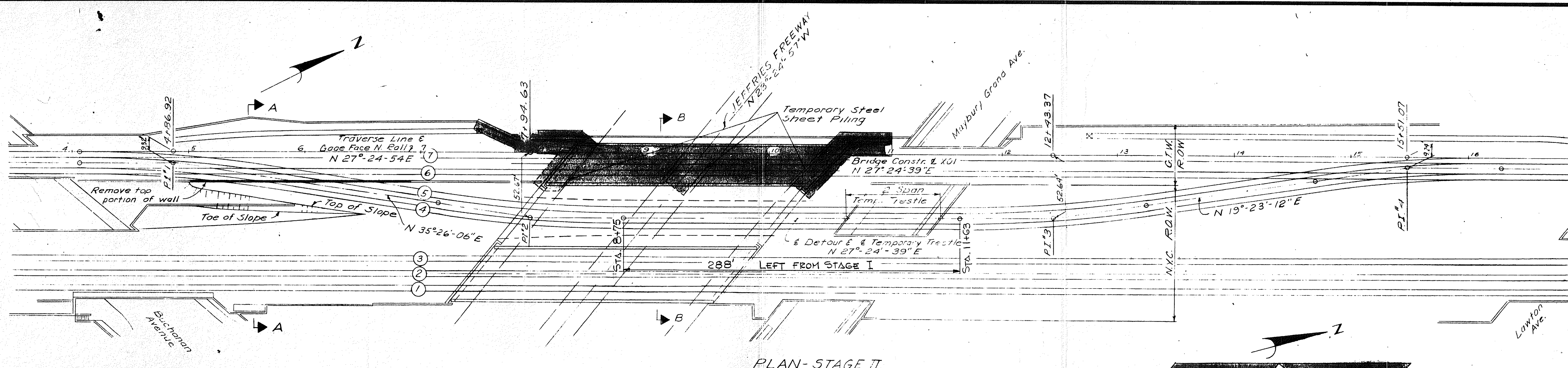
NO.	DESCRIPTION	DATE	BY

CITY OF DETROIT

SQUAD BOSS	SWEN	7/66
DRAWN BY	WAL	7/66
TRACED BY		
CHECKED BY	SWEN	7/66
DATE		

SHEET 8 OF 11

X03 of 82124A

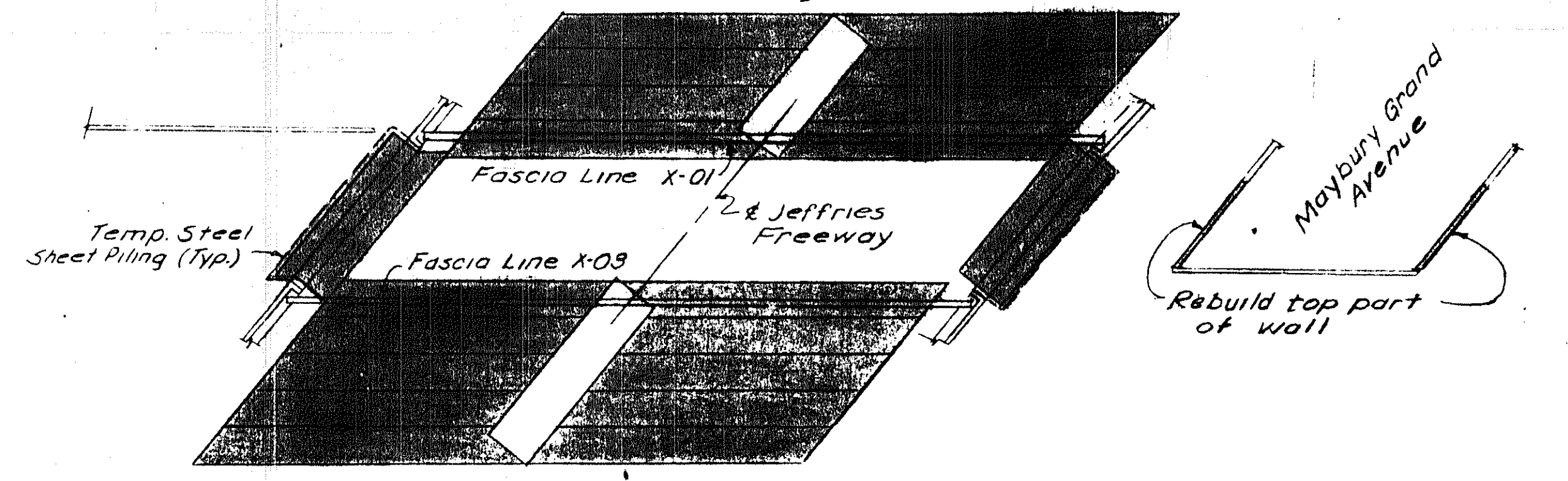


PLAN-STAGE II
Scale: 1" = 40'

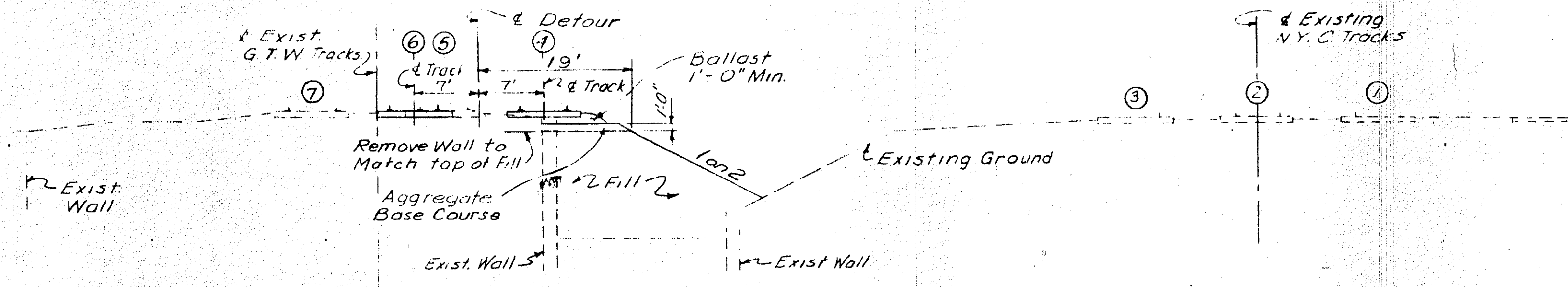
Curve Data

	Curve 1	Curve 2	Curve 3	Curve 4
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D	5°-00'-00"	5°-00'-00"	5°-00'-00"	5°-00'-00"
R	1145.916'	1145.916'	1145.916'	1145.916'
T	80.372'	80.372'	80.372'	80.372'
L	160.483'	160.483'	160.483'	160.483'
E	2.815'	2.815'	2.815'	2.815'
P.C.	4+04.03'	7+14.52'	11+63.00'	14+73.48'
P.I.	4+84.41*	7+94.89*	12+43.37*	15+53.85*
P.T.	5+64.52'	8+75.00'	13+23.48'	16+33.97'

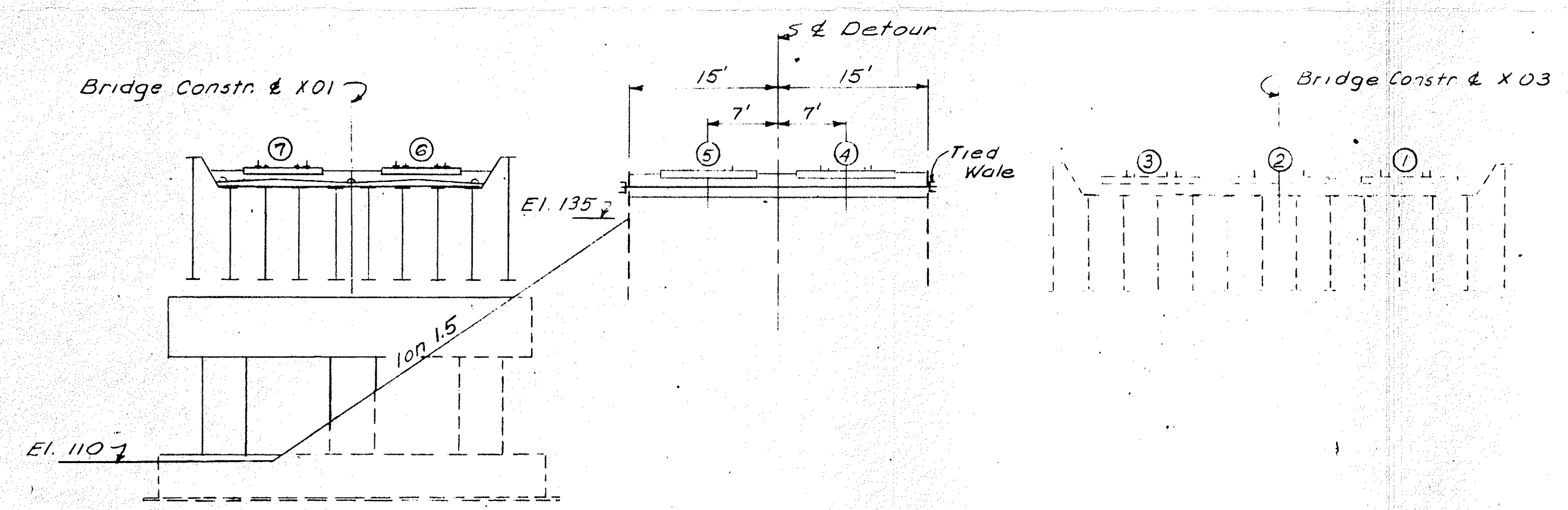
* Forward Station



PLAN-STAGE III
Scale: 1" = 40'



SECTION AA
Scale: 1" = 10'



SECTION BB
Scale 1" = 10'

- Stage II
- To be done by Contractor: Remove top portion of wall where tracks ① & ② cross, and place embankment of tracks ④ & ⑤.
 - To be done by G.T.W.R.R. Co.: Place detour tracks ④ & ⑤. Use Temporary Trestle & that part of temporary detour remaining from Stage I.
 - To be done by Contractor: Build Bridge X01. (Railroad traffic on detour tracks ④ & ⑤)
 - To be done by G.T.W.R.R. Co.: Remove tracks ④ & ⑤ (Railroad except NYC removes tangent track left in from Stage I) (RR traffic in normal operation on tracks ⑥ & ⑦ over new bridge X01)
 - To be done by Contractor: Rebuild portion of wall that was removed in Item 1.
- Stage III
- Remove temporary trestle and rebuild top portion of walls removed for trestle.
 - Build walls to connect Abuts. between Bridges X01 & X03.
 - Complete excavation and build subbase slab. Excavate and build in a manner that allows no more than 30' of footing unrestrained at any time.
- Note: All operations in Stage III to be done by Contractor.

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

APPROVED: *P. E. Selmer*
STRUCTURAL ENGINEER

JOB No.
PW 990(11)

Preliminary Plan A, Sept. 6, 1966

MICHIGAN DEPARTMENT OF STATE HIGHWAYS

NEW YORK CENTRAL RAILROAD - BAY CITY BRANCH
CROSSING THE JEFFRIES FREEWAY IN DETROIT

Exhibit "D" Sheet 2

CONSTRUCTION SEQUENCE
STAGES 2 & 3

NO.	DESCRIPTION	DATE	BY

SQUAD BOSS	SWERN	7/66
DRAWN BY	WAL	7/66
TRACED BY	-	-
CHECKED BY	SWERN	7/66
SHEET 7 OF 7		

X03 of 82124A

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: EDD

SUBJECT: Costs reimbursable under rules of PPM-30-3 & its

LOCATION: _____ DIVISION _____ DATE latest Revisions

NEW YORK CENTRAL SYSTEM
NORTHERN DIST. - DETROIT DIV. - BAY CITY BRANCH
 OVER
JEFFRIES FREEWAY (I-96)
DETROIT, MICHIGAN

ESTIMATE OF COST-RAILROAD FORCE ACCOUNT WORK

PRELIMINARY ENGINEERING

Labor \$2320
 Supplies, Personal Expenses, etc. 300

\$2,620

CONSTRUCTION ENGINEERING-INSPECTION

Labor \$12000
 Personal & Misc. Expenses 2700

\$14,700

TRACK WORK

Temporary - Construct and later remove 3046 LF temp. track incl. 1-#10 crossover. This work includes placing running rails and guard rails on temp. bridge over Maybury-Grand Ave. and subsequent removal of same.
 Note: State contractor to perform grading and placement of sub-ballast.

Labor *\$14,809

Material

ITEM No.					
1 - 84.13	G.T.	127# Rail (4452 LF)	@ 99.33	8357	
2 - 2	Ea.	127# Frog, Compl.	886.51	1733	
3 - 4	Ea.	127# Guard Rail	193.50	774	
4 - 2	Ea.	127# 16'-6" Switch	1042.33	2085	
5 - 18	Pr.	127#-105# Offsets	19.57	352	
6 - 144	Pr.	127# Splice - S.H.	6.92	996	
7 - 12	Pr.	Insulated Splice	66.33	796	
8 - 2	Ea.	Switch Stands, compl.	133.00	266	
9 - 2800	Ea.	Tie Plate - S.H.	1.04	<u>2912</u>	

Exhibit "F"

COMPUTED BY: RWT.

ENGINEERING DEPARTMENT

CHECKED BY: EED

SUBJECT: Jeffries Freeway (I-96) U.P.

LOCATION: Detroit, Mich.

DIVISION

DATE

Material, Cont.

\$ 18,271

ITEM No.	Qty	Description	Unit Price	Total
10 - 40	Keq	Track Spikes	@ 20.24	810
11 - 148	Ea.	Screw Spikes	0.15	22
12 - 1100	Ea.	Track Bolt & Washer	0.391	430
13 - 8.274	MBM	Creo. Switch ties	179.22	1483
14 - 1248	Ea.	Creo. Cross ties	6.22	7763
15 - 1100	Ea.	Rail Anchor - S.H.	0.29	319
16 - 7.2	G.T.	127# Guard Rail (370LF)	33.00	238
17 - 2380	NT.	Track Ballast	1.30	3094

\$ 32,430

Salvage

90% of Items 1 to 9 incl.	- 18271	\$ 16,444
85% of Items 10 to 16 incl.	- 11065	9,405

25,849 Cr.

Handling Material - 5% of \$29,336 (Items 1 to 16 Incl.)

1,467

Transportation of Material

4,200

Transportation of Equipment

1,893

Equipment Rental including Work Train

10,800

TOTAL TEMP. TRACK WORK

*\$ 39,750

Permanent - Remove 1380 L.F. track including 1 crossover. Replace after completion of R.R. Bridge. Install 2100 L.F. inner guard rail.

Labor

\$ 9,125

Material

ITEM No.	Qty	Description	Unit Price	Total
1 - 8.274	MBM	Creo. Switch ties	@ 179.22	1483
2 - 306	Ea.	Creo. Cross ties (50% Repl.)	6.22	1903
3 - 6	Set	Insulation fiber for joints	8.10	49
4 - 20	Keq	Track Spikes	20.24	405
5 - 39.68	G.T.	127# Guard Rail (2100LF)	33.00	1309
6 - 504	Ea.	Track bolt & washer	0.391	197
7 - 148	Ea.	Screw spike	0.15	22
8 - 4000	NT	Track Ballast	1.30	5200

\$ 10,568

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: WRT

SUBJECT: Jeffries Freeway (I-96)

LOCATION: Detroit, Mich. DIVISION _____ DATE _____

Handling material - 5% of 5368 (Items Not incl.) \$268
 Transportation of Material 1500
 Transportation of Equipment 839
 Equipment Rental including Work Train 3800

TOTAL PERM. TRACK WORK \$26,100

EST. TOTAL-TRACK WORK \$65,850

COMMUNICATIONS WORK

Temporary - Trenchlay 1800' of underground cable.
 Abandon cable and conduit in place after permanent installation is completed.

Labor \$3,950

Material

ITEM NO.					
1 - 1	Eq.	Telephone Box	@ 100	\$100	
2 - 1	Eq.	Telephone	175	175	
3 - 2000	LF	Cable, poly. 50 pr.	1.30	2600	
4 - 1000	LF	Cable, poly. 3 pr.	0.30	300	
5 - 600	LF	Conduit, 3"	0.50	<u>300</u>	

\$3,475
 234 Cr.

Salvage - 85% of Items 1 & 2 - 275
 Handling Material - 5% of 3475 174
 Transportation of Material 500
 Transportation of Equipment 335
 Equipment Rental 1600

TOTAL TEMP. COMM. WORK \$9,800

Permanent - Remove existing aerial cable pole line through construction area. Install 2000' underground cable

Labor \$10,804

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: S. D.SUBJECT: Jeffries Freeway (J-96)LOCATION: Detroit, Mich. DIVISION _____ DATE _____*Comm. Work - Permanent - Cont.**Material*

ITEM NO.				
1 - 30	ea.	2.00	Arresters, Cable	60
2 - 20	ea.	3.00	Blocks, Term. 13B - lowire	60
3 - 6	ea.	4.00	Crossarm 10 ft. pin-wood	24
4 - 1	ea.	500.00	Box Cable	500
5 - 10	ea.	2.00	Grips, Guy 9/32"	20
6 - 8	ea.	4.00	Guard Cable U #7532	32
7 - 4	ea.	4.00	Logs, Anchor for 8M	16
8 - 3	ea.	10.00	Mounting, Block 10W-4B	30
9 - 4	ea.	3.00	Rod, Guy 5/8" x 7"	12.00
10 - 20	ea.	.30	Screweyes, 5/8"	6.00
11 - 20	ea.	.50	Screweyes, 1"	10.00
12 - 20	ea.	.70	Screweyes, 1-1/2"	14.00
13 - 100	ea.	.10	Sleeves #1-114-D	10.00
14 - 100	ea.	.20	Sleeves #91-114-D	20.00
15 - 100	ea.	.20	Sleeves #R1-114-D	20.00
16 - 1	ea.	10.00	Sleeve-Lead 2-1/2" - 6 ft.	10.00
17 - 10	lb.	1.00	Solder - Bar Spec-1104	10.00
18 - 1000	ft.	.20	Strand, Stainless Steel 9/32"	200.00
19 - 10	ea.	4.00	Splice PLP 44SGLS 9/32"	40.00
20 - 2000	ft.	.10	Wire Tw. Pr. #16AWG	200.00
21 - 1000	ft.	.05	Wire Tw. Pr. #19AWG	50.00
22 - 100	ft.	.10	Wire #10AWG - Ground Wire	10.00
23 - 2000	ft.	1.30	Cable Polyethylene 50 pr. Double Jacketed - 19 GA.	2600.00
24 - 6160	ft.	.50	Conduit, Transite 3" with Couplings	3080.00
25 - 8	ea.	20.00	Racks Cable	160.00
26 - 4	ea.	5.00	Conduit 90° bends	20.00
27 - 4	ea.	10.00	Pulling-in-irons	40.00
28 - 5	lb.	2.00	Solder, Rosin Core-Kester	10.00
29 - 70	rl.	2.00	Tape, Scotch #88	140.00
30 -			Miscellaneous	105.00

#7,509

Exhibit "F"

- 4 -

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: EDD

SUBJECT: Jeffries Freeway (I-96)

LOCATION: Detroit, Mich. DIVISION _____ DATE _____

Comm. Work - Permanent - Cont.

Salvage		
800 lb. Scrap Copper @ 0.25		200 Cr.
Handling Material - 5% of 7509		375
Transportation of Material		750
Transportation of Equipment		362
Equipment Rental		<u>2000</u>

TOTAL PERM. COMM. WORK \$21,600.
 EST. TOTAL-COMM. WORK \$31,400

SIGNAL WORK

Temporary - Install 1800' underground cable. Abandon cable in place after permanent installation is complete.

Labor	\$2900	
Subsistence	<u>924</u>	
		\$3824

Material

ITEM No.					
1-	1	ea.	325	1-Unit Signal Compl.	325
2-	2	ea.	30	Jct. Box and Rail Conn.	60
3-	3	ea.	100	Sw. Cr't. Controller	300
4-	3	ea.	6.25	Sw. Point Lug	19
5-	3	ea.	17.33	Pt. Detector Rod	52
6-	3	ea.	18.64	Terminal Box 517-32	56
7-	3	ea.	4.33	Conduit Assembly	13
8-	2	ea.	142	Low 1-Door Case w/fittings	284
9-	3	ea.	38	Electric Sw. Lamp	114
10-	1	ea.	32	K 1/2 Transformer	32
11-	1	ea.	6	Disconnect Switch	6
12-	.5	Mft.	266	Cable 12c #14	133
13-	.3	"	166	Cable 4C #9	50
14-	1.8	"	464	Cable 21c #14	835
15-	240	ea.	.46	Bond	110
16-				Miscellaneous Material	121

\$2,510

Exhibit "F"

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: E. J. P.

SUBJECT: Jeffries Freeway (I-96)

LOCATION: Detroit, Mich. DIVISION

DATE

Signal Work - Temporary - Cont.

Salvage

85% of Items 1 thru 6 incl. 812 \$690
 85% of Items 8 thru 11 incl. 436 371

\$1,061 Cr.

Handling Material - 5% of 2510
 Transportation of Material
 Transportation of Equipment
 Equipment Rental

126
 241
 6
 50

TOTAL TEMP. SIGNAL WORK \$5696

Permanent - Remove existing aerial cable and install 1800' underground cable.

Labor
 Subsistence

\$1100
352

\$1,452

Material

ITEM No.

1- 1.8 MFT Cable, 21 C #14 @ 464 \$835
 2- 240 Ea. Bonds 0.46 110
 3- Miscellaneous 55

\$1,000

Salvage - 150 lb. Scrap, non-ferrous @ 0.20

30 Cr.

Handling Material - 5% of 1000
 Transportation of Material
 Transportation of Equipment
 Equipment Rental

50
 100
 8
50

TOTAL PERM. SIGNAL WORK \$2630

EST. TOTAL SIGNAL WORK \$8326

ACCOUNTING

Labor

\$2,080

COMPUTED BY: RWT

ENGINEERING DEPARTMENT

CHECKED BY: EED

SUBJECT: Jeffries Freeway (I-96)

LOCATION: Detroit, Mich.

DIVISION _____

DATE _____

ADDITIVES ON LABOR

Total labor	- 59088	
" " (exc. Prel. & Const. Engr)	- 44768	
Vacation Allowance - 6.00% x 59088		\$ 3545
Paid Holidays - 2.75% x 44768		1231
RRR & RRU - 12.40% x 64160		7956
Health & Welfare - 5.00% x 59088		<u>2954</u>
TOTAL LABOR COST		\$ 15,686

INSURANCE

Employer's liability, public liability and property damage, including property owned, rented, or in the care, custody and control of the Railroad Company.
Limits of coverage - \$500,000/\$1,000,000
13.85% of 59088 - \$8184

Owners public liability and property damage policy(ies) of insurance in favor of the City of Detroit, Michigan. 74 *\$8,258

MISCELLANEOUS

Signs, Oval, Railroad Name - 2 @ 40 \$ 80

Note: Signs and bolt assemblies will be furnished f.o.b. job site. State's contractor to install.

TOTAL ESTIMATED COST - R.R. FORCE WORK \$ 149,000

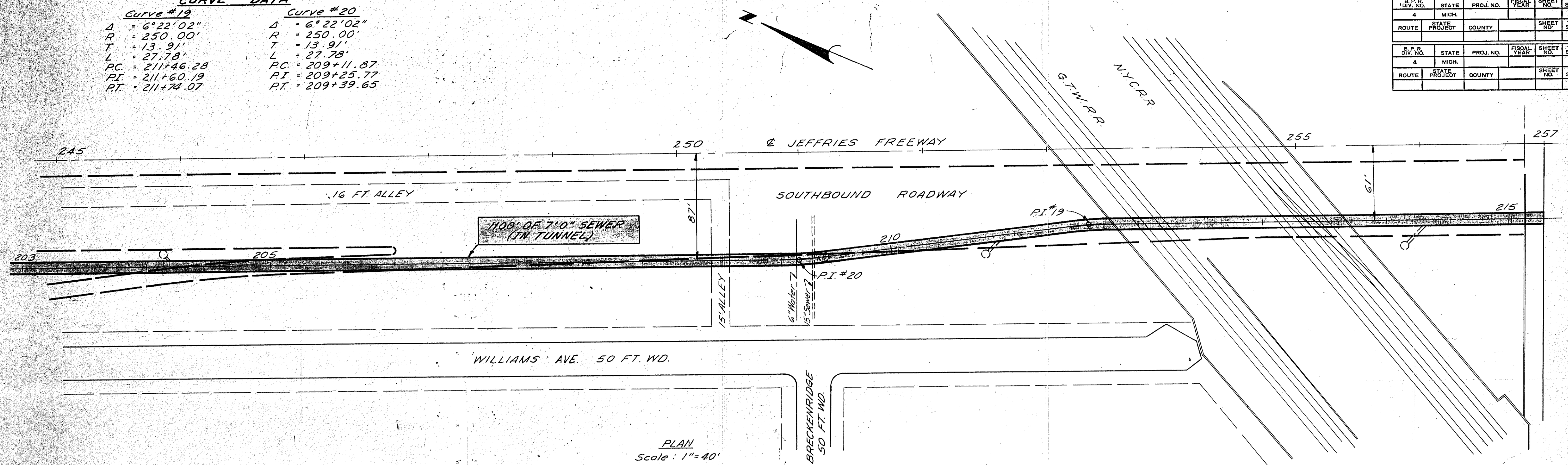
Revise to add 288 LF Track (11 G.T. 127 S.H. Rail)		
Labor plus additives (1000+272)		\$ 1272
Material plus handling minus salvage (3034+152-2399)		787
Equipment Rental plus transportation (225+24)		249
Transportation of material		303
Insurance		<u>139</u>
		<u>2750</u>

Rev. Total Est. Cost RR Force Work 151,750

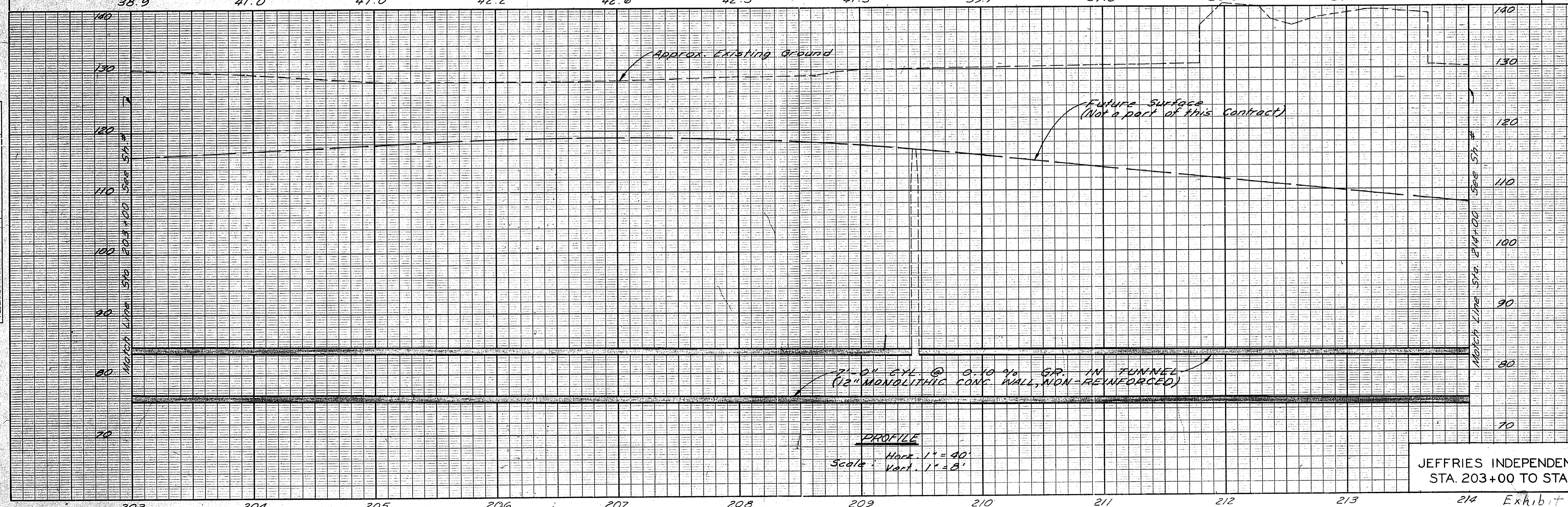
* Rev. 9-28-67

CURVE DATA	
Curve #19	Curve #20
$\Delta = 6^{\circ}22'02''$	$\Delta = 6^{\circ}22'02''$
$R = 250.00'$	$R = 250.00'$
$T = 13.91'$	$T = 13.91'$
$L = 27.78'$	$L = 27.78'$
$P.C. = 211+46.28$	$P.C. = 209+11.87$
$P.I. = 211+60.19$	$P.I. = 209+25.77$
$P.T. = 211+74.07$	$P.T. = 209+39.65$

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



Station	Surface El.	Invert El.	Depth
203+00	115.7	76.75	38.9
204+00	116.7	75.65	41.0
205+00	117.6	76.55	41.0
206+00	118.7	76.45	42.2
207+00	119.0	76.35	42.6
208+00	118.6	76.25	42.3
209+00	117.5	76.15	41.3
210+00	115.8	76.05	39.7
211+00	113.8	75.95	37.8
212+00	111.9	75.85	36.0
213+00	109.9	75.75	34.1
214+00	107.0	75.65	31.3



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

214 Exhibit "E"

OPERATION
MARY R.O.W. CHECKED
DATE
BY
DESIGN CHECKED
DATE
BY
FINAL R.O.W. CHECK
QUANTITIES CHECKED
SQUAD

PROFILE CHECKED
PRELIMINARY GRADE
FEDERAL INSPECTION