

X03 of 82192

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the amended application)
of the MICHIGAN STATE HIGHWAY DEPARTMENT)
for authority to construct a grade)
separation where the Southfield Express-)
way will pass under the tracks of the)
Chesapeake and Ohio Railway Company and)
its intersection with Fullerton Avenue,)
in Detroit, Michigan.)

RR-1716-60

At a session of the Michigan Public Service Commission held at its offices in the city of Lansing, Michigan, on February 1, 1962.

PRESENT: Hon. James H. Inglis, Chairman
Hon. Thomas M. Burns, Commissioner
Hon. John E. Torney, Commissioner

SEPARATION OF HIGHWAY-RAILWAY GRADES

Filed with this Commission on January 19, 1962, was a communication from the Michigan State Highway Department, transmitting therewith a stipulation, amended application, plans and agreement between the involved parties in the instant matter, all of which serve to fully set forth and describe the intent and scope of the project insofar as the place where, and the manner in which, it is to be accomplished and the division of the costs of construction and maintenance in connection therewith.

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The stipulation, jointly made by and between the Michigan State Highway Department, the City of Detroit, the Board of County Road Commissioners of the County of Wayne, and the Chesapeake and Ohio Railway Company, and the amended application, seek to dismiss with prejudice any and all prior applications now pending in this matter before the Commission and to substitute, in lieu thereof, said amended application, dated January 17, 1962.

Application has heretofore been filed with this Commission in the above-captioned matter. Hearing has been held before this Commission and such matter has been adjourned from time to time and last adjourned on November 6, 1961 to February 1, 1962, for the purpose of negotiating problems involved in the project.

Said amended application sets forth the proposed project as being safe and in the interest of the safety, welfare and convenience of the public and requests this Commission to make a finding of ultimate fact in accordance with the request in the amended application, and to enter such finding of fact on the appropriate order of this Commission so as to authorize, permit and approve the construction and maintenance of the project in the manner and under the conditions as set forth in the agreement and as fully described on Wayne County Road Commission Plan, Exhibit A, dated November 20, 1961, and Exhibit B, dated November 20, 1961, both of which show in detail the location, elevation, profiles and other structural detail concerning temporary and permanent construction and operation of the project.

The Commission, after due consideration of the instant matter in progress to date and being fully advised in the premises, FINDS that the proposed project is in the interest of public safety, welfare and convenience, and therefore, the amended application should be granted and the plans and agreement be approved insofar as they provide.

IT IS THEREFORE ORDERED that permission and authority be, and the same is, hereby granted to the Michigan State Highway Department, the Board of County Road Commissioners of the County of Wayne, Michigan, and the City of Detroit to construct a grade separation where the Southfield Expressway will pass under the tracks of the Chesapeake and Ohio Railway Company and its intersection with Fullerton Avenue, in Detroit, Michigan.

IT IS FURTHER ORDERED:

(1) That the project in its entirety be accomplished as described and set forth in the Amended Application, dated January 17, 1962, the Agreement, dated January 8, 1962, and the Exhibits A, B and C, attached thereto, all of which have been entered into by the parties in interest and all of which are hereby approved and made a part hereof;

(2) That any and all division of cost and expense in connection with, or in any way associated with the construction or future maintenance between the parties in interest be apportioned as set forth in the aforementioned agreement;

(3) That upon the filing of this Order, any and all orders

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of this Commission which may have been made pertaining to the existing crossing, or such forms of crossing warning or protection as will not be consistent with the instant order, be made null and void.

The Commission reserves unto itself jurisdiction of this matter and the right to issue any further order or orders herein which, in its judgment, may be deemed necessary.

MICHIGAN PUBLIC SERVICE COMMISSION
s/ JAMES H. INGLIS Chairman

s/ THOMAS M. BURNS Commissioner

s/ JOHN E. TORMEY Commissioner

(SEAL)

By the Commission and pursuant to its action of February 1, 1962.

s/ NORMAN BERKOWITZ
Its Secretary

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MICHIGAN PUBLIC SERVICE
COMMISSION

JAN 10 1962

A G R E E M E N T

DEPARTMENTAL AGREEMENT, made and entered into this 8th day of

January, A. D. 1962, by and between the MICHIGAN STATE HIGHWAY DEPARTMENT, acting through John C. Mackie, as State Highway Commissioner of the State of Michigan, hereinafter referred to as the HIGHWAY DEPARTMENT, party of the first part; the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter referred to as the "BOARD", party of the second part; the City of Detroit, a municipal corporation organized and existing under the laws of the State of Michigan, hereinafter referred to as the "CITY", party of the third part; said parties of the first, second, and third parts being hereinafter referred to collectively as the "PUBLIC AUTHORITIES", and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation, hereinafter referred to as the "RAILROAD", party of the fourth part;

WITNESSETH:

WHEREAS, Southfield Expressway has been legally established as a part of the Michigan State Trunkline System and is presently designated as M-39; and

WHEREAS, pursuant to an agreement dated February 3, 1959, and in conformity with existing laws, the PUBLIC AUTHORITIES have agreed to the construction of a limited access expressway by the HIGHWAY DEPARTMENT in the City of Detroit; named the Southfield Expressway, hereinafter referred to as the "EXPRESSWAY"; and

WHEREAS, the proposed EXPRESSWAY will cross the right-of-way and below the tracks of the RAILROAD at the intersection of said EXPRESSWAY and Fullerton Avenue, in the City of Detroit, Wayne County, Michigan; and

WHEREAS, the separation of grades of the EXPRESSWAY and the tracks of the RAILROAD consequently results in the elimination of the

existing grade crossing at that location; and

WHEREAS, pursuant to an agreement between the HIGHWAY DEPARTMENT and the RAILROAD, dated July 5, 1960, a service road was constructed on the east side of the proposed location of said EXPRESSWAY to be used as a temporary detour road during the construction of the PROJECT hereinafter described; and six 3-inch diameter underground electrical duct lines and a 12-inch water main were installed across the property of the RAILROAD on the easterly side of the aforesaid detour road; and

WHEREAS, pursuant to a Supplemental and Amendatory Agreement between the HIGHWAY DEPARTMENT and the RAILROAD, dated February 23, 1961, a service road was constructed on the west side of the proposed location of said EXPRESSWAY to be used as a temporary detour road and a temporary sidewalk was constructed east of the East Service Road; and

WHEREAS, the existing grade crossing protection installation, consisting of flashing light signals at the grade crossing of said temporary detour roads with the tracks of the RAILROAD was installed pursuant to Michigan Public Service Commission Orders Nos. RR-7077-354 dated March 18, 1949, RR-1716-60, dated August 11, 1960, as amended, and RR-1903-61, dated March 16, 1961; and

WHEREAS, Act 114 of the Public Acts of the State of Michigan of 1925 as amended provides for the regulation of the separation of the grades of trunkline highways and railroads; and

WHEREAS, the separation of railroad and highway grades at said proposed crossing of the EXPRESSWAY 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, United States Department of Commerce, 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 construction of additional track facilities of the RAILROAD, the construction of service road ramps of said EXPRESSWAY, the removal of the temporary east and west service roads and the relocation and removal of the grade crossing protection signals thereat, and the incidental work made necessary by such highway underpass construction all herein from time to time referred to as the PROJECT, 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. That, in accordance with the Plans, the Standard Specifications of the HIGHWAY DEPARTMENT, 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 2. That any and all financial obligations assumed by the HIGHWAY DEPARTMENT, the BOARD and the CITY, individually or collectively, (except as to future maintenance, repair, replacement and renewal as provided for in SECTION 22 hereof) under this Agreement are to be shared by the PUBLIC AUTHORITIES as outlined in said HIGHWAY DEPARTMENT-BOARD-CITY Agreement dated February 3, 1959.

SECTION 3. That, each of the PUBLIC AUTHORITIES, by proper action in a manner provided by law, has adopted the lines shown on the General Plans for the PROJECT, hereto attached as Exhibits, as the profile fixing the levels to which the proposed EXPRESSWAY and service road ramps shall be depressed. The RAILROAD hereby approves the horizontal clearances of the structure required to carry its tracks over said EXPRESSWAY and service road ramps as shown on the Plans.

SECTION 4. That, 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 Drawing, showing general plan, location, elevation and sections of the proposed highway underpass structure and highway and railroad clearances, present and proposed profile of the RAILROAD, location of proposed pump house, present ground profile and proposed crown of roadway profile on center line of highway, and barricades of the service roads.

Exhibit B - Survey and Track Plan, showing present topography adjacent to and including the tracks of the RAILROAD, location of temporary run-around track, location of east and west temporary detour roads, present and proposed track layout of the RAILROAD, present railroad crossing

protection signals, and relocation of crossing protection signal on west service road at temporary run-around grade crossing, present width of the right-of-way of the RAILROAD, and highway easement across the right-of-way of the RAILROAD.

Exhibit C - Estimated cost of the work to be performed by the RAILROAD in connection with said PROJECT on a force account basis, including necessary temporary and permanent changes to its communication and signal lines, temporary track construction and removal, removal and restoration of permanent track, relocation and removal of grade crossing protection facilities and crossing material. (This estimate does not include railroad work for the proposed second track as set forth in Section 19).

SECTION 5. That the PUBLIC AUTHORITIES will prepare, at PROJECT expense, all designs, detailed plans and specifications for the highway underpass structure and for the approaches and facilities for 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 HIGHWAY DEPARTMENT, except that the current American Railway Engineering Association specifications shall govern the design of such portions of the work as carry railroad loading.

SECTION 6. That the RAILROAD will prepare and furnish all designs, detailed plans and specifications required for the temporary trackwork necessary to take care of its railroad traffic during the construction period, and for the permanent trackwork necessitated by the PROJECT. Said designs, detailed plans and specifications shall receive the approval of the HIGHWAY DEPARTMENT and of the BUREAU, before the commencement of work thereon by the RAILROAD as provided

in SECTION 11, or the awarding of construction contracts for such work by the HIGHWAY DEPARTMENT as provided in SECTION 8. Said work shall be designed, detailed and constructed in accordance with the specifications and standards of the HIGHWAY DEPARTMENT, except that current American Railway Engineering Association specifications shall govern the design of such portions of the work as carry railroad loading.

SECTION 7. That the RAILROAD will prepare and furnish to the HIGHWAY DEPARTMENT an estimate of the cost of the work to be performed by the RAILROAD on a force account basis, including the cost of the insurance specified in SECTION 14 hereof, and a separate estimate of the cost of the flagging services and/or other protective services and devices required for and performed and/or furnished by the RAILROAD to the Contractor during the construction of the PROJECT. The HIGHWAY DEPARTMENT, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD for the cost of the survey and the preparation of the aforesaid designs; detailed plans and specifications and for the cost of the preparation of said estimates. Such cost shall include the salaries of the engineers and others actually chargeable to the PROJECT, to which shall be added the surcharges and overhead percentages specified in the General Managers' Association of Chicago's Rules Covering Preparation of Joint Facility and Other Bills Between Carriers, dated September 1, 1954, and amendments thereto in effect during the time the work is being done. The cost of the preparation of the estimated cost of the force account work covered by this section shall not be considered as eligible for Federal participation as part of the cost of the PROJECT.

SECTION 8. That the HIGHWAY DEPARTMENT will advertise the PUBLIC AUTHORITIES' portion of the work 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, through its agent the BOARD, 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, at PROJECT expense to protect its interests. Said engineer of the RAILROAD, acting through the BOARD'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 9. That the HIGHWAY DEPARTMENT, through its agent the BOARD, shall require its Contractor to comply with the Supplemental Specifications (Special Provisions), approved by the RAILROAD and the PUBLIC AUTHORITIES, attached hereto and made a part hereof. The RAILROAD agrees to furnish to 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 HIGHWAY DEPARTMENT, as agent for the PUBLIC AUTHORITIES, will, at PROJECT expense, reimburse the RAILROAD for such services and devices promptly on receipt of bills. The HIGHWAY DEPARTMENT will bear such costs up to the estimated amount set forth in the Supplemental Specifications (Special Provisions). Any such costs above the estimated amount will be borne by the Contractor. It is further expressly understood that no provisions of this paragraph, nor approval by the RAILROAD as to construction operations shall relieve the Contractor of any responsibility or liability whatsoever.

SECTION 10. That the HIGHWAY DEPARTMENT, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through Contractors, the construction of the highway underpass structure and approaches; the construction, maintenance and removal of the temporary embankment for the run-around track to be used for the diversion of the RAILROAD's trains during the construction period; the back-fill of the excavation and drainage facilities and structures and the removal of ballast for temporary run-around tracks placed by the RAILROAD, the removal of the east and west temporary detour roads across the right-of-way of the RAILROAD after completion of the PROJECT, the construction of permanent barricades thereat, the

construction of highway and railroad drainage facilities where required, and all work incidental thereto, excepting the work as provided in SECTION 11 and 19 hereof to be performed by the RAILROAD.

SECTION 11. That 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/or signal lines that may be necessitated by the PROJECT; (b) Furnish and place all materials, including ballast, and perform all work involved in the construction, maintenance and removal of the temporary run-around track necessary to provide for the operation of the RAILROAD's trains during the construction of the PROJECT (except excavation and grading work, back-fill of excavation and drainage features, and the removal of ballast for temporary run-around track specifically covered by SECTION 10 hereof); (c) Furnish all materials, including ballast, and perform all work involved in the removal, alteration and reconstruction of the existing permanent track; (d) Relocate the railroad crossing protection signals from time to time as shown on the PROJECT plans or as otherwise required for PROJECT purposes; and (e) Perform all work involved in the removal of the flashing light signals and of the grade crossing materials at the crossings on the east and west temporary detour roads at the tracks of the RAILROAD at the completion of the construction of the highway underpass structure.

SECTION 12. That the RAILROAD will credit the HIGHWAY DEPARTMENT with an amount equivalent to the normal maintenance expenditure for the track between station 6 / 30 and station 12 / 90 but not to exceed the actual cost of maintaining the temporary run-around track, and with the salvage value of all track, flashing light signals, and communication and/or 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 the General Managers' Association of Chicago's Rules Covering Preparation of Joint Facility and Other Bills Between Carriers, dated September 1, 1954,

and amendments thereto in effect during the time work is being done.

SECTION 13. The RAILROAD shall keep an accurate and detailed account of the cost and expense incurred by it in the performance of the work which it herein agrees to undertake and perform, which account shall be accessible for review and auditing by the HIGHWAY DEPARTMENT and by the BUREAU. All bills submitted to the HIGHWAY DEPARTMENT 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 the aforesaid General Managers' Association of Chicago's Rules. However, the costs and expenses of said work shall be considered as eligible for reimbursement through the use of funds provided by the Federal Aid Highway Act of 1956, as amended, insofar as such reimbursement will comply with the provisions of Policy and Procedure Memorandum No. 30-3, of the BUREAU. For this purpose, the RAILROAD shall furnish the HIGHWAY DEPARTMENT with a statement of charges for the PROJECT based on Policy and Procedure Memorandum No. 30-3. The HIGHWAY DEPARTMENT as agent for the PUBLIC AUTHORITIES, shall pay such amounts as are approved for payment by the BUREAU in accordance with its regulations, and will pay from PROJECT funds the cost of any and all items or parts thereof, included in the RAILROAD's bills, which are not approved for payment by the BUREAU, but for which the RAILROAD is entitled to reimbursement under the provisions of this Agreement. The HIGHWAY DEPARTMENT will reimburse the RAILROAD monthly, ninety-five per cent (95%) of the cost and expense so incurred by it. Final payment will be made to the RAILROAD after the BUREAU has made its final audit.

SECTION 14. That the RAILROAD shall furnish to the HIGHWAY DEPARTMENT 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:

- (1) All loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever, and the loss of or interference with any use or service thereof), and
- (2) 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
- (3) 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 (1), (2) and (3) referred to above shall be in the amount of \$500,000.00 for any one occurrence.

That, 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 Property Damage Liability Insurance in favor of the Board of County Road Commissioners of the County of Wayne, the County of Wayne, and the City of Detroit.

The Owner's Protective Public Liability and 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 Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The RAILROAD shall furnish four copies of the policy or policies of the above insurance to the HIGHWAY DEPARTMENT. After approval by the PUBLIC AUTHORITIES, one copy of each policy furnished will be returned to the

RAILROAD.

The HIGHWAY DEPARTMENT shall reimburse the RAILROAD for the cost of said insurance and each policy shall contain the following endorsement:

"It is hereby agreed that 10 days advance written notice of cancellation, expiration, termination, or material change in the coverage provided by this policy will be given to the Michigan State Highway Department, the Board of County Road Commissioners of the County of Wayne, the County of Wayne and the City of Detroit. "

The cost of such policy or policies shall be considered as part of the cost of the PROJECT. In no event shall the aggregate cost of such policy or policies exceed \$ 1592.76.

SECTION 15. That the HIGHWAY DEPARTMENT shall require its Contractor to take out a Railroad Protective Liability Insurance policy in the names of The Chesapeake and Ohio Railway Company, Wabash Railroad Company, The Pennsylvania Railroad Company and Union Belt of Detroit, 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 March 5, 1959. The policy shall have limits of liability of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each individual and One Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death; and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each occurrence with an aggregate of Five Hundred Thousand Dollars (\$500,000.00) 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 16. That, in consideration of the construction and completion of the PROJECT provided for by the terms and conditions of this Agreement and of the amount of Two Hundred Fifty Dollars (\$250.00), the RAILROAD will grant and convey to the HIGHWAY DEPARTMENT, by a separate instrument in recordable form, a properly described easement for highway purposes across its right of way

and under its tracks, for so long as the same may be required in connection with said EXPRESSWAY; said easement to be described in conformity with the PROJECT requirements as indicated in Exhibit "B". In addition, the RAILROAD hereby grants to the HIGHWAY DEPARTMENT additional easements as may be necessary to accommodate the highway underpass structure and for the construction and maintenance of slopes and drainage facilities. It is expressly understood that the RAILROAD will not have vehicular access from its abutting property to said EXPRESSWAY except by the use of public highways.

SECTION 17. That 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 16 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 include liability for negligence.

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 EXPRESSWAY.

SECTION 18. That, in consideration of the benefits to be derived by the RAILROAD from the elimination of the existing grade crossing, and in accordance with the provisions of the Federal Aid Highway Act of 1956, as amended, the RAILROAD

will contribute ten per cent (10%) of the actual cost of that portion of the PROJECT which shall consist of the following:

- a. The complete railroad grade separation structure, including retaining walls within 99-foot RAILROAD right of way and railroad run-around work as set forth in SECTION 10 hereof.
- b. The railroad force account work covered in SECTION 11 hereof and contingencies incidental to any of the foregoing occasioned by the PROJECT, except Subparagraph (e) of said SECTION 11.
- c. The cost of all insurance carried by the RAILROAD as set forth in SECTION 14.
- d. All engineering costs incurred by the RAILROAD as set forth in SECTION 7.
- e. All other work incidental to any of the foregoing occasioned by the PROJECT.

SECTION 19. The RAILROAD will, during the construction of the PROJECT, at its own cost and expense using its own forces and equipment, furnish all necessary materials (including ballast) and construct the additional track upon the PROJECT including any grading, track and signal work required for the connection of said additional track to its present track facilities.

SECTION 20. That, if, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the HIGHWAY DEPARTMENT shall cease and not be resumed within sixty (60) days, the parties hereto, if not then agreed, will agree upon and perform such work as is reasonably necessary to place the highway and the right of way and track 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 may be in accordance with the terms of this Agreement.

SECTION 21. That, in the event delays or difficulties occur which, in the opinion of the PUBLIC AUTHORITIES, render it impracticable to proceed with the construction of the PROJECT and such event occurs before the commencement of physical operations hereunder, the PUBLIC AUTHORITIES may serve written notice thereof upon the RAILROAD, and this Agreement shall thereupon terminate forthwith.

SECTION 22. That, 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, ballast and approach embankments, and will maintain, repair, replace and renew, or cause the same to be done, that portion of the highway underpass structure, above the bridge seats as shown on Exhibit "A", and will repair or replace, or cause to be repaired or replaced, any portion of said highway underpass structure, the roadway surfacing, the retaining walls, and the highway drainage facilities, which may be damaged or destroyed by accident or otherwise resulting solely from railroad traffic. The HIGHWAY DEPARTMENT 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, that portion of said highway underpass structure, below the bridge seats as shown on Exhibit "A", the roadway surfacing, the retaining walls, and the highway drainage facilities, and also, at its own 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 retaining walls, and the highway drainage facilities which may be damaged or destroyed by accident or otherwise resulting from highway traffic.

SECTION 23. That the HIGHWAY DEPARTMENT, 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 the HIGHWAY DEPARTMENT, 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 24. That 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 25. This agreement supersedes any existing contracts between the parties hereto, either individually or collectively, concerning the construction of the PROJECT or any part thereof.

SECTION 26. That, in compliance with the provisions of Act 251, of the Public Acts of the State of Michigan of 1955, as amended, any contractor and his subcontractors who shall perform any work or service under the provisions of this Agreement, either directly or indirectly for the benefit or on behalf of the Michigan State Highway Department, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Any breach of this covenant may be regarded as a material breach of this Agreement.

SECTION 27. That 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, and the Administrative Board of the State of Michigan has, by resolution, approved this PROJECT and this Agreement and has authorized the State Highway Commissioner to proceed therewith, and the Board of Wayne County Road Commissioners of the County of Wayne has by resolution approved this PROJECT and authorized execution of this Agreement, and the City Council of the CITY has approved this PROJECT and directed the Mayor and the Commissioner of Public Works to execute this Agreement on behalf of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement

to be executed by their proper and duly authorized officers as of the day and year first above written.

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

APPROVED
MICHIGAN PUBLIC SERVICE
COMMISSION

FEB - 1 1961

O. F. Souffeld
DIRECTOR RAILROAD DIVISION

MICHIGAN STATE HIGHWAY DEPT.

By J. P. Woodford
Assistant to Chief Engineer

MICHIGAN STATE HIGHWAY DEPT.

By Howard E. Hill
Howard E. Hill, Deputy Commissioner,
acting for and in the absence of
John C. Mackie, Commissioner

CITY OF DETROIT

By Edmund Chaberski
Commissioner of Public Works

CITY OF DETROIT

By Jerome P. Cavanagh
Mayor

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

By J. Lipitz
County Highway Engineer

By Edmund Chaberski
Commissioner of Public Works

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By T. F. Burris
Chief Engineer
T. F. Burris

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

By Michael J. Brien
Commissioner
By William E. Keger
Commissioner

	C. & O. APPROVAL
<u>[Signature]</u>	Regional Manager
<u>[Signature]</u>	Law Department
<u>[Signature]</u>	Auditor of Expenditures
<u>[Signature]</u>	Asst. Chief Engineer
<u>[Signature]</u>	Principal Transportation Assistant

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By [Signature]
Senior Vice President M. I. DUNN

Attest: [Signature]
~~Assistant~~ Secretary T. H. KEELOR

	Board of County Road Com'rs., Michigan
<u>[Signature]</u>	Secretary
<u>[Signature]</u>	Chief Accountant
<u>[Signature]</u>	Engineer
<u>[Signature]</u>	Managing Director

APPROVED BY
COMMON COUNCIL

JAN 3 1962

[Signature]
DEPUTY CITY CLERK

TRUE COPY CERTIFICATE

Form C of D-16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, THOMAS D. LEADBETTER, City Clerk of

State, do hereby certify that the annexed paper is a TRUE COPY OF

adopted (passed) by the Common Council at session of

JAN.

and approved by Mayor

JAN. 4,

as appears from the Journal of said Common Council in the office of the City Clerk that I have compared the same with the original, and the same is a correct transcription of the whole of such original.

In Witness Whereof, I have

and affixed the corporate seal

Detroit, this 9

day of JAN.

A. D. 1962

Thomas D. Leadbetter
CITY CLERK

Department of Public Works
December 29, 1961.
Honorable Common Council:
Gentlemen — We are forwarding for your consideration copy of a formal agreement between the Michigan State Highway Department, the Board of Wayne County Road Commissioners, the City of Detroit, and the Chesapeake and Ohio Railway Company. This agreement provides for the construction of a grade separation structure at the intersection of the proposed Southfield Expressway and the
J. HARRISON KETTLE
Respectfully submitted,
& Machinery Company, Parts, Repair
Wolverine Tractor & Equipment Com-
panies; Stoykes Bakery, Baked Goods;
Brush, Shades, Window and Acces-
December 19, 1961 — The Paint
Chevrolet, Genuine
Heavy; Shalla Chevrolet, Inc., Parts,
Trucks, Miscellaneous, Medium and
Sales, Inc., Wink Chevrolet Company,
Steiner Company, Taylor's Motor
Splice; Ken Brown, Inc., Alfred F.
Electric Supply Co., Connectors, Lane
Tape, Varnished, Cambria; General
and Dropper, Steiner H
land; Spartan-Rex Drug Co., Bottles,
Builders Supply, Inc., Cement, Port-
December 12, 1961 — Friendship
mal proceedings dated below:
authorized and directed by your for-
Gentlemen—We submit for Contri-
Honorable Common Council:
January 3, 1962.
Purchases and Supplies
Commissioner.
J. HARRISON KETTLE
Respectfully submitted,
requested.
Body and waiver of reconsideration is
The approval of your Honorable
Terms: Net 30 days.
Price is firm and F.O.B. delivered.
This purchase totals \$2,900.00.
\$5.80 CWT.
50,000 lbs. Bread Flour in cloth bags

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS

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

1. To cooperate with public utility, railroad and other organizations having occasion to carry on their usual work within the limits of the Project, or doing work on and in connection with the Project.
2. To conduct his work in such a manner that the construction of said grade separation structure shall be executed without damage and, insofar as is possible, without delay to the trains of The Chesapeake and Ohio Railway 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 Department, 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 by 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 Department, the Board of County Road Commissioners of the County of Wayne, hereinafter referred to as the Board, the City of Detroit, hereinafter referred to as the City, and The Chesapeake and Ohio Railway Company, Argonaut Building, Detroit 2, Michigan:
 - a. Workmen's Compensation Insurance.
 - b. Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Department and to The Chesapeake and Ohio Railway Company copies of policies as

evidence that, with respect to the operations he performs, he carries standard Contractor's Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to, or death of, one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and standard Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence, and, subject to that limit per occurrence, an aggregate limit of Three Hundred Thousand Dollars (\$300,000.00) 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 Department, dated May 1, 1960, 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 Department and to the above named 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 sub-paragraph b. above.

d. Owner's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of the City, the Board and the County of Wayne.

The Contractor shall furnish to the Highway Department for itself, the Board, the County of Wayne and the City, 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 Board, County of Wayne and the City 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 sub-paragraph b. above.

e. Railroad's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of The Chesapeake and Ohio Railway Company, Wabash Railroad Company, The Pennsylvania Railroad Company and Union Belt of Detroit, as named insureds.

The Contractor shall furnish to the Highway Department and to the Railroad Company copies of policies as evidence that with respect to the operations he or any of his sub-contractors perform, he has provided for and in behalf of the above named railroad companies standard Railroad's Protective Public Liability Insurance providing for limits of liability of not less than \$250,000.00 for each individual and \$1,000,000.00 for each occurrence with respect to bodily injury; and standard Railroad's Protective Property Damage Liability Insurance providing for limits of liability of not less than \$250,000.00 for each occurrence with an aggregate of \$500,000.00 for the term of the policy with respect to property damage and physical damage to property. Such insurance coverage shall be in accordance with the following instructions:

STANDARD PROVISIONS FOR GENERAL LIABILITY POLICIES

Railroad Protective Liability Form Including Instructions for Preparation of Policies by Companies (State or Federal Highway Projects)

GENERAL INSTRUCTIONS

1. Standard Language

This form is expressed in standard language which may not be amended and no part of which may be omitted except (a) as indicated by these instructions, or (b) as indicated in reference notes shown below referring to specific portions of the form, or (c) by an endorsement which states an amendment or exclusion of some provision of the form in accordance with the provisions of a manual rule, the form of which endorsement has been approved, if required, by the supervising authority of the state in which the policy is issued.

2. Optional Sequence and Arrangement

The several parts of the form, viz. "Insuring Agreements," "Exclusions," "Conditions" and "Declarations" may appear in the policy in such sequence as the company may elect and the sequence and arrangement of the several provisions of those parts are also optional with the company.

3. Descriptive Headings--Identifying or Indexing Designations

The descriptive headings of the parts of the form (as quoted above) and of the major insuring agreements ("Bodily Injury Liability," "Property Damage Liability," etc.) are standard expressions which may not be amended or omitted, but all other identifying or indexing designations (such as "Coverage A," "Defense, Settlement, Supplementary Payments," "Cancellation," etc.), including literal or numerical designations or paragraphs or phrases, may be amended or omitted at the company's option. When such identifying or indexing designations, used for the purpose of reference in the text of the form or any endorsement form applicable thereto, are amended or omitted, descriptive designations shall be substituted therefor.

4. Additional Coverages or Companies, Explanatory or Connective Language

When policies are issued to provide insurance in this form together with insurance covering other risks, the addition of necessary explanatory or connective language which does not amend the expression of this form is permissible and the introductory language of the "Insuring Agreements" which provides for the issuance of a policy by two companies may be used and, if necessary, paraphrased to permit such policies to be issued by more than two companies.

5. Declarations--Including Other Risks

A common set of declarations may be used in those cases where policies in this form are issued with policies covering other risks.

*6. Installment Premium Payment

Policies written to provide for payment of premium in installments may provide for lapse or suspension of the policy upon default of payment when due.

*Not applicable in Texas

7. Addition of Coverage by Endorsement

When insuring agreements and other provisions relating to any particular class of insurance are added to this policy by endorsement, such additional insurance must be expressed in approved standard language relating to the particular class and must be subject to all standard provisions applicable to that class by the expressions of the endorsement or of the policy or of both taken together.

8. Definition of "Standard" and "Approved"

"Standard language" or "approved standard language" when used in these instructions means the form and endorsements either prescribed or approved by the insurance supervising authority of the state in which policy forms and endorsements are approved or prescribed. In those states where supervising authorities do not have the authority to approve or prescribe policies, forms and endorsements, the terms mean the forms and endorsements adopted by the companies for use in such states.

9. Premium Statement

The statement with respect to payment of premium may be amended by and endorsement to make necessary provision with respect to payment of premium, payment of additional premium and return of premium (and dividends)* under the policy.

10. Special Conditions for Mutuals, Reciprocal, and Participating Stock Companies

When the policy is issued by a mutual company, a reciprocal association or a participating stock company having special provisions applicable to its membership or policyholders, such provisions, when approved by the supervising authority of the state in which the policy is issued if such approval is required, may be inserted in the policy.

*See General Instruction 10

REFERENCE NOTES

- 1-- Matter in Brackets may be included, omitted or amended at the option of the company.
- 2-- The effective hour and date of the policy may be typed or printed in this space.
- 3-- A statement may be added that a definite notation may be made in the premium column to show that a particular coverage is not afforded.
- 4-- Name of company may be shown.
- 5-- The capacity of the person countersigning may be stated.
- 6-- Additional declarations of this type, calling for general information or information regarding installment payment of premium, may be used at the option of the company.
- 7-- The name and location of the company are to be stated. The type of the company and the word used throughout the policy suitably to designate the company are to be stated.
- 8-- The language of this paragraph is optional with the company.

BLANK INDEMNITY COMPANY
BLANK INSURANCE COMPANY

Railroad Protective Liability Policy No. _____
(State or Federal Highway Projects)

DECLARATIONS

Item 1. Named Insured _____

Address _____ (No. _____ Street _____ Town [or City] _____ County _____ State) _____

Item 2. Policy Period: From _____ (See Reference No. 2) _____ to _____
12:01 A. M., standard time at the designated job site as stated herein.

Item 3. The insurance afforded is only with respect to such of the following coverages as are indicated
in Item 6 [] 1 by specific premium charge or charges. The limit of the company's liability against such
coverage or coverages shall be as stated herein, subject to all of the terms of this policy having reference
thereto. (See Reference Note 3.)

Coverages

Limits of Liability

Blank Indemnity Company	4 A Bodily Injury Liability	\$	each person	\$	each occurrence
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Blank Insurance Company	4 B Property Damage Liability & C and Physical Damage to Property	\$	each occurrence	\$	aggregate
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Item 4. Name and Address of Contractor _____

Item 5. Name and Address of Governmental Authority for whom the work by the contractor is being performed _____

Item 6. <u>Designation of the Job Site and Description of Work</u>	<u>Premium Bases</u>	<u>Rates</u>	<u>Advance Premiums</u>
	<u>Contract Cost</u>	<u>Coverage A Coverage B & C</u>	<u>Coverage A Coverage B & C</u>
		Per \$100 of Cost	
	<u>Rental Cost</u>	Per \$100 of Rental Cost	

If Policy Period more than one year: _____
 Premium is payable: On effective date of Policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____

Date and Place of Issue _____ 1
 Countersigned _____ 19 _____ at _____ 1 by _____
 (See Reference Note 5)

- A. Renewal of policy number.
- B. The named insured is a corporation.
- C. Endorsement serial numbers.
- D. Rating plan or premium discount.

(For policy issued by one company)

BLANK INDEMNITY COMPANY

(A _____ insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy:

(For policy issued by two companies)

BLANK INDEMNITY COMPANY
and
BLANK INSURANCE COMPANY

(Each a _____ insurance company, herein called the company)

Severally agree with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations made by the named insured and subject to all of the terms of this policy, provided the Blank Indemnity Company shall be the insurer with respect to coverage _____ and no other and the Blank Insurance Company shall be the insurer with respect to coverage _____ and no other:

INSURING AGREEMENTS

1. Coverage A - Bodily Injury Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness, or disease, including death at any time resulting therefrom, hereinafter called "bodily injury," either (1) sustained by any person arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations, or (2) sustained at the designated job site by the contractor or any employee of the contractor or by any designated employee of the insured whether or not arising out of such acts or omissions.

Coverage B - Property Damage Liability

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction, hereinafter called "property damage" arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations.

Coverage C - Physical Damage to Property

To pay for direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment, or motive power equipment, hereinafter called loss, arising out of acts or omissions at the designated job site which are related to or are in connection with the work described in Item 6 of the declarations; provided such property is owned by the named insured or is leased or entrusted to the named insured under a lease or trust agreement.

II. Definitions

- (a) Insured - The unqualified word "insured" includes the named insured and also includes any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
- (b) Contractor - The word "contractor" means the contractor designated in Item 4 of the declarations and includes all subcontractors of said contractor but shall not include the named insured.
- (c) Designated employee of the insured - The words "designated employee of the insured" mean:
 - (1) any supervisory employee of the insured at the job site,
 - (2) any employee of the insured while operating, attached to or engaged on work trains or other railroad equipment at the job site which are assigned exclusively to the contractor, or
 - (3) any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the contractor or by governmental authority.
- (d) Contract - The word "contract" means any contract or agreement to carry a person or property for a consideration or any lease, trust or interchange contract or agreement respecting motive power, rolling stock or mechanical construction equipment.

III. Defense, Settlement, Supplementary Payments

With respect to such insurance as is afforded by this policy under coverages A and B, the company shall:

- (a) defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable under the terms of this policy, even if any of the allegations of the suit are groundless, false or fraudulent, but the company may make such investigation and settlement of any claim or suit as it deems expedient;
- (b) pay, in addition to the applicable limits of liability:
 - (1) all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest on the entire

amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

- (2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
- (3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence;
- (4) all reasonable expenses, other than loss of earnings, incurred by the insured at the company's request.

IV. Policy Period, Territory

This policy applies only to occurrences and losses during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement except a contract as defined herein;
- (b) to bodily injury or property damage caused intentionally by or at the direction of the insured;
- (c) to bodily injury, property damage or loss which occurs after notification to the named insured of the acceptance of the work by the governmental authority, other than bodily injury, property damage or loss resulting from the existence or removal of tools, uninstalled equipment and abandoned or unused materials;
- (d) under coverages A (1), B and C, to bodily injury, property damage or loss, the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any designated employee of any insured;
- (e) under Coverage A, to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law; provided that the Federal Employer's Liability Act, U. S. Code (1946) Title 45, Sections 51-60, as amended, shall for the purposes of this insurance be deemed not to be any similar law;
- (f) under Coverage B, to injury to or destruction of property (i) owned by the named insured or (ii) leased or entrusted to the named insured under a lease or trust agreement.

CONDITIONS

[The conditions, except conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, apply to all coverages. Conditions 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 apply only to the coverage noted thereunder.] 1

1. Premium The premium bases and rates for the hazards described in the declarations are stated therein. Premium bases and rates for hazards not so described are those applicable in accordance with the manuals in use by the company.

The term "contract cost" means the total cost of all work described in Item 6 of the declarations.

The term "rental cost" means the total cost to the contractor for rental of work trains or other railroad equipment, including the remuneration of all employees of the insured while operating, attached to or engaged thereon.

The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premium applicable to this insurance. If the earned premium thus computed exceeds the estimated advance premium paid, the company shall look to the contractor specified in the declarations for any such excess; if less, the company shall return to the said contractor the unearned portion paid.

In no event shall payment of premium be an obligation of the named insured.

2. Inspection The named insured shall make available to the company records of information relating to the subject matter of this insurance.

The company shall be permitted to inspect all operations in connection with the work described in Item 6 of the declarations.

3. Limits of Liability Coverage A The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the company's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the company's liability for all such damage arising out of bodily injury sustained by two or more persons as the result of any one occurrence.

4. Limits of Liability Coverages B and C The limit of liability under coverages B and C stated in the declarations as applicable to "each occurrence" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to, destruction or loss of all property of one or more persons or organizations, including the loss of use of any property due to such injury or destruction under coverage B, as the result of any one occurrence.

Subject to the above provision respecting "each occurrence," the limit of liability under coverages B and C stated in the declarations as "aggregate" is the total limit of the company's liability for all damages and all loss under coverages B and C combined arising out of physical injury to,

destruction or loss of property, including the loss of use of any property due to such injury or destruction under Coverage B.

Under Coverage C, the limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace the property or such part thereof with other of like kind and quality.

5. Severability of Interests The term "the insured" is used severally and Coverages A and B not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

6. Notice In the event of an occurrence or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

7. Assistance and Cooperation of the Insured The insured shall cooperate Coverages A and B with the company and, upon the company's request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

8. Action Against Company No action shall lie against the company unless, Coverages A and B as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Coverage C No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms on this policy nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy,

9. Insured's Duties in Event of Loss In the event of loss the insured Coverage C shall:

- (a) protect the property, whether or not the loss is covered by this policy, and any further loss due to the insured's failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the company's request;
- (b) file with the company, as soon as practicable after loss, his sworn proof of loss in such form and including such information as the company may reasonably require and shall, upon the company's request, exhibit the damaged property.

10. Appraisal If the insured and the company fail to agree as to the amount of loss, either may, within 60 days after the proof of loss is filed, demand an appraisal of the loss. In such event the insured and the company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the actual cash value and the amount of loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The insured and the company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The company shall not be held to have waived any of its rights by any act relating to appraisal.

11. Payment of Loss The company may pay for the loss in money but there shall be no abandonment of the damaged property to the company.

12. No Benefit to Bailee The insurance afforded by this policy shall not enure directly or indirectly to the benefit of any carrier or bailee, other than the named insured, liable for loss to the property.

13. Subrogation In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

14. Application of Insurance The insurance afforded by this policy is primary insurance.

15. Three Year Policy A policy period of three years is comprised of three consecutive annual periods. Computation and adjustment of earned premium shall be made at the end of each annual period. Aggregate limits of liability as stated in this policy shall apply separately to each annual period.

16. Changes Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy [signed by _____ (here insert titles of authorized company officials or representatives)]; provided, however changes may be made in the written portion of the declaration by _____ (here insert titles

of authorized company representative) when initialed by such _____
(here insert titles of authorized company representatives) or by endorsement
issued to form a part of this policy signed by such _____ (here
insert titles of authorized company representatives) 1.

17. Assignment Assignment of interest under this policy shall not bind the
company until its consent is endorsed hereon.

18. Cancellation This policy may be cancelled by the named insured by
mailing to the company written notice stating when thereafter the cancella-
tion shall be effective. This policy may be cancelled by the company by
mailing to the named insured, contractor and governmental authority at the
respective addresses shown in this policy written notice stating when not
less than thirty days thereafter such cancellation shall be effective. The
mailing of notice as aforesaid shall be sufficient proof of notice. The
effective date and hour of cancellation stated in the notice shall become the
end of the policy period. Delivery of such written notice either by the
named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in
accordance with the customary short rate table and procedure. If the com-
pany cancels, earned premium shall be computed pro rata. Premium
adjustment may be made either at the time cancellation is effected or as soon as
practicable after cancellation becomes effective, but payment or tender of
unearned premium is not a condition of cancellation.

19. Declarations By acceptance of this policy the named insured agrees that
such statements in the declarations as are made by him are his agreements and
representations, that this policy is issued in reliance upon the truth of such
representations and that this policy embodies all agreements existing between
himself and the company or any of its agents relating to this insurance. (For
policy issued by one company)

In witness whereof, the Blank Indemnity Company has caused this policy to
be signed by its president and a secretary at _____ and countersigned
on the declarations page by a duly authorized agent of the company.

(FACSIMILE OF SIGNATURE)

(FACSIMILE OF SIGNATURE)

Secretary

President

(For policy issued by two companies)

In witness whereof, the Blank Indemnity Company has caused this policy
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____
_____, and countersigned on the declarations page by a duly authorized
agent of the company.

(FACSIMILE OF SIGNATURE)

(FACSIMILE OF SIGNATURE)

Secretary

President

In witness whereof, the Blank Insurance Company has caused this policy,
with respect to coverages _____ and such other parts of the policy as
are applicable thereto, to be signed by its president and a secretary at _____
_____, and countersigned on the declarations page by a duly authorized agent
of the company.

(FACSIMILE OF SIGNATURE)

(FACSIMILE OF SIGNATURE)

Secretary

President

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 Department. Each policy shall be provided with the following endorsement:

"It is hereby agreed that 10 days advance written notice of cancellation, expiration, termination, or material change in the coverage provided by this policy will be given to the Michigan State Highway Department, the Board of County Road Commissioners of the County of Wayne, the County of Wayne, the City of Detroit, and The Chesapeake and Ohio Railway Company, Argonaut Building, Detroit 2, Michigan."

If any of the insurance is cancelled, the Contractor and all sub-contractors shall cease operations on the date of cancellation and shall not resume operations until new insurance is in force. The cost of the insurance hereinbefore specified will not be a specific bid item, but its agreed that the cost of such insurance will be covered in the various

compensation by reason of such stoppage of work.

c. All such protection costs up to the Railroad Company's estimate will be borne and paid by the Highway Department, for itself, the Board and the City hereinafter referred to as the Public Authorities, and all such protection costs above the Railroad Company's estimate will be borne by the Contractor. Those protection costs to be borne by the Contractor should be anticipated and 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 by the Highway Department for the Public Authorities and shall be deducted from progress or final payments made to the Contractor, unless it is established that such excess costs are caused by operations of the Contractor during an approved extension of time or by conditions beyond his control. The Railroad Company's itemized estimate for such protection is as set forth on Pg. 34

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.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
Argonaut Building
Detroit 2, Michigan

Estimated cost of Protection Services

Trackman	60 days	\$1,450.00
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(Based on normal 8-hour shift daily, 5 days per week)

(Services at other times - time and one-half
after 8 hours;

- double time after
16 hours and Sundays and Holidays.)

f. Protection of railroad traffic might include, but not be limited to, the following:

- (1) Conductor service to protect men and equipment while work is being performed within prescribed clearances or above tracks, while construction plant, equipment or materials are being moved across tracks, and while workmen are required to cross continuously back and forth over tracks in the performance of their work.
- (2) Providing shanty for conductor's use, including the installation of dispatcher's telephone.
- (3) Installation and maintenance of slow boards and lamps.
- (4) Switchtenders and/or operators as required for temporary railroad operation.

g. No provision of these Supplemental Specifications, nor approval by the Railroad Company as to construction operations, shall relieve the Contractor of any responsibility or liability whatsoever.

6. To pay the Railroad Company or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the Contractor's convenience, other than shown on the Plans for the Project. In the event that the Contractor requires the use of a temporary crossing of the tracks, he shall give at least six weeks advance notice to the Railroad Company for permission to use said crossing, and shall bear the entire cost for such installation and removal, including incidental work such as drainage facilities and alteration to railroad fences. The cost of providing protection of the crossing will also be

1000

1000

1000

1000

1000

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
NORTHERN REGION

Estimated cost of Communications and Signal Work required in connection with proposed Southfield Expressway underpass crossing of The Chesapeake and Ohio Railway Company West Detroit Branch tracks at Fullerton Avenue, Detroit, Michigan, M.S.H.D. Project X03 of 82192G.

<u>Preliminary Engineering</u>		\$ 225.00	
Labor Additives		<u>71.00</u>	
Total Engineering			<u>\$ 296.00</u>
<u>Insurance</u>			<u>\$ 270.00</u>
<u>Communications (Pole Line) Work - Temporary</u>			
<u>Material</u>			
<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Cost</u>
2	Double Crossarm complete	10.00	\$ 20.00
2	Arrester mounting, weatherproof	30.00	60.00
2	Guy and anchor	20.00	40.00
700 ft.	Twist pair wire	50.00/M	35.00
650 ft.	Pipe, 2 in. galv.	0.80/ft.	520.00
	Misc. material		<u>15.00</u>
			\$ 690.00
	Store expense, transportation, etc.		<u>104.00</u>
	Total Material - Temporary		\$ 794.00
<u>Labor & Expenses</u>			
	Communications gang		\$ 410.00
	Labor additives		<u>94.00</u>
	Total Labor - Temporary		504.00
<u>Tool cars and trucks</u>			80.00
<u>Salvage (Old Permanent)</u>			
2	Pole		\$ 50.00
25#	Line wire, #9 AWG scrap		<u>4.00</u>
			\$ 54.00
	Less Store expense & Handling		<u>8.00</u>
	Credit		<u>- 46.00</u>
	Total Temporary Comms. Work		<u>\$ 1,332.00</u>

X03 of 82192G

Communications Work - Permanent
Material

2	Pole, complete	30.00	\$	60.00
2	Guy and anchor	20.00		40.00
30#	Line wire #9 AWG	0.60		18.00
300 ft.	Cable, 2 pr. armored	128.00/M		32.00
100 ft.	Pipe, 2 inch galv.	0.80		80.00
	Misc. Material			10.00
			\$	240.00
	Store Expense, transportation, etc.			36.00
	Total Material - Permanent		\$	276.00

Labor & Expenses

	Communications gang		\$	410.00
	Labor additives			94.00
	Total Labor - Permanent			504.00

Tool cars and trucks

80.00

Salvage (Temporary line)

2	Double crossarm		\$	18.00
600 ft.	Twist pair wire			17.00
650 ft.	Pipe			312.00
	Misc. Material (scrap)			3.00
			\$	350.00
	Less Store expense & handling			53.00
	Credit			- 297.00
	Total Permanent Communications Work		\$	563.00

Signal Work - Temporary
Material

2	Signal, Highway Crossing	400.00	\$	800.00
500 ft.	Cable, 12 C No. 14 U.G.	800.00 M'		400.00
500 ft.	Cable, 6 C No. 6 U.G.	1200.00 M'		600.00
2000 ft.	Cable, 1 C No. 9 U.G.	100.00 M'		200.00
16	Riser, bootleg	4.00		64.00
32	Wire, bootleg	3.00		94.00
150	Wire, cond.	50.00 C		75.00
1000 Ft.	Wire, R.C.	30.00 M		30.00
8	Joint, insulated rail	40.00		320.00
2	Foundation, precast	35.00		70.00
	Misc. Material			147.00
			\$2,800.00	
	Store expense, transportation, etc.			420.00
	Total Material - Temporary		\$	3,220.00

X03 of 82192G

Permanent

Material	276.00
Labor	504.00
Tool cars & trucks	80.00
Salvage Credit	<u>- 297.00</u>

Total 563.00

Total Communications Work \$ 1,895.00

Signal Work

Temporary

Material	3,220.00
Labor	2,758.00
Tool cars & trucks	<u>364.00</u>

Total \$6,342.00

Permanent

Labor	591.00
Tool cars & trucks	78.00
Salvage credit	<u>- 1,773.00</u>

Total Credit - 1,104.00

Total Signal Work 5,238.00

Total Estimated Force Account Work \$ 7,699.00

This estimate is based on General Managers' Association Agreement. Railway Company's bill for project will be on this basis, but shall be accompanied also by a statement showing charges for the project based on U.S. Department of Commerce Bureau of Public Roads Policy and Procedure Memorandum 30-3.

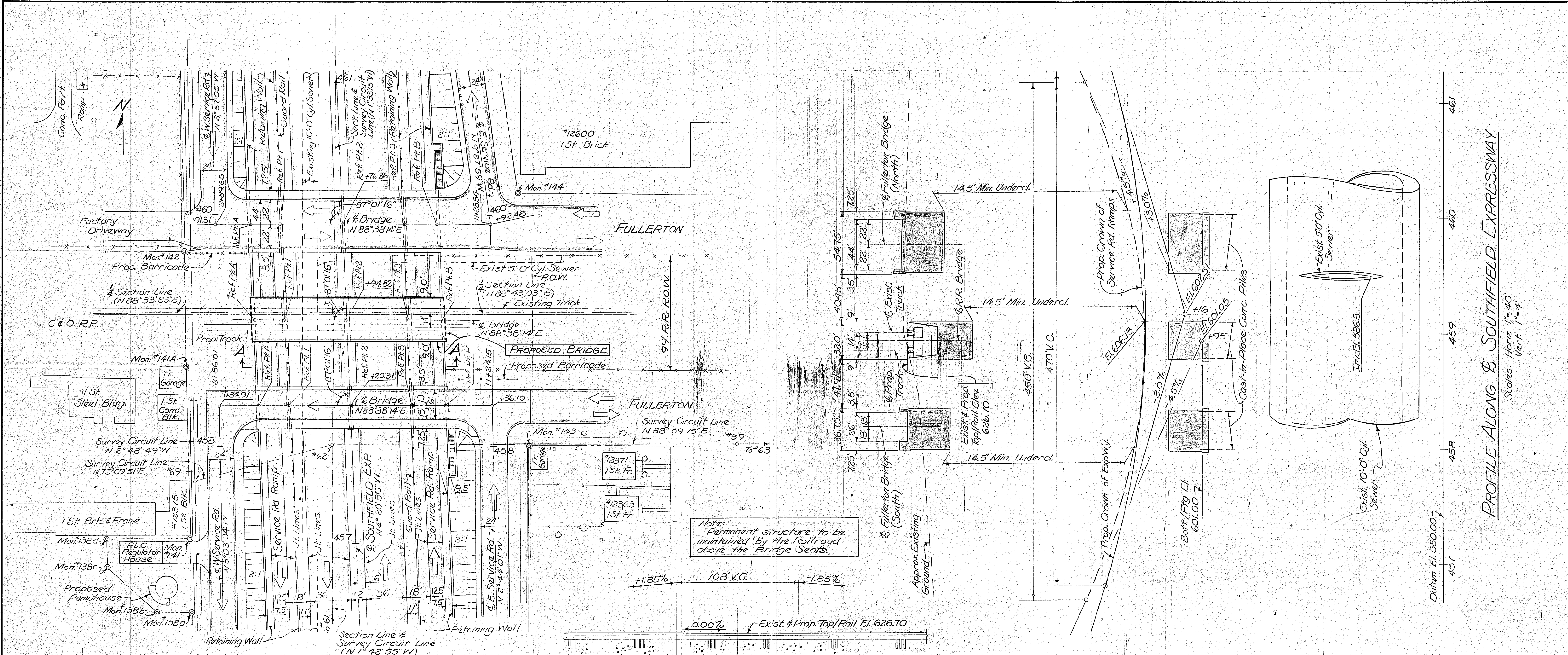
Office of General Superintendent Signals and Communications
Detroit, Michigan, September 20, 1961

EXHIBIT C
SHEET 4 of 8



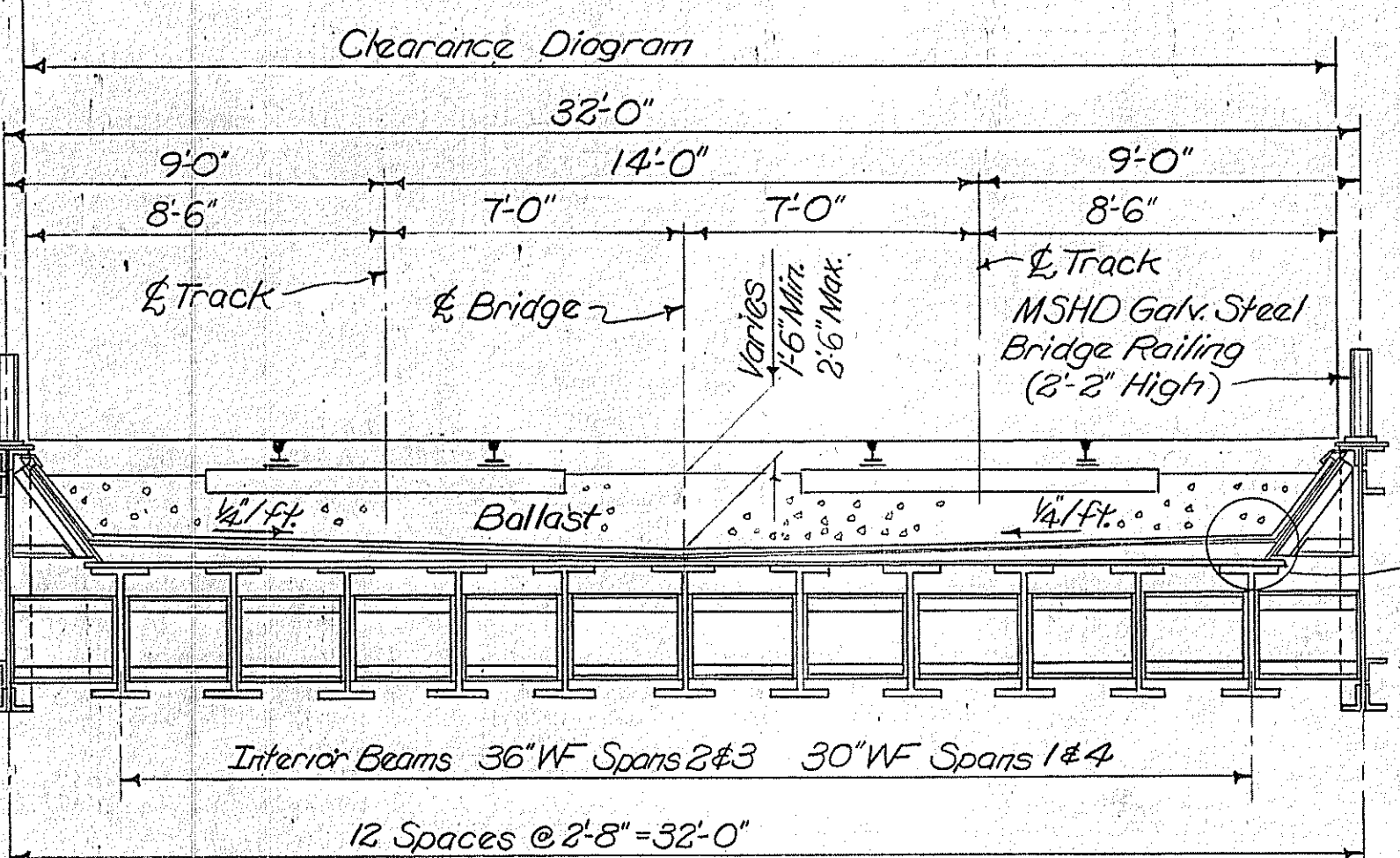
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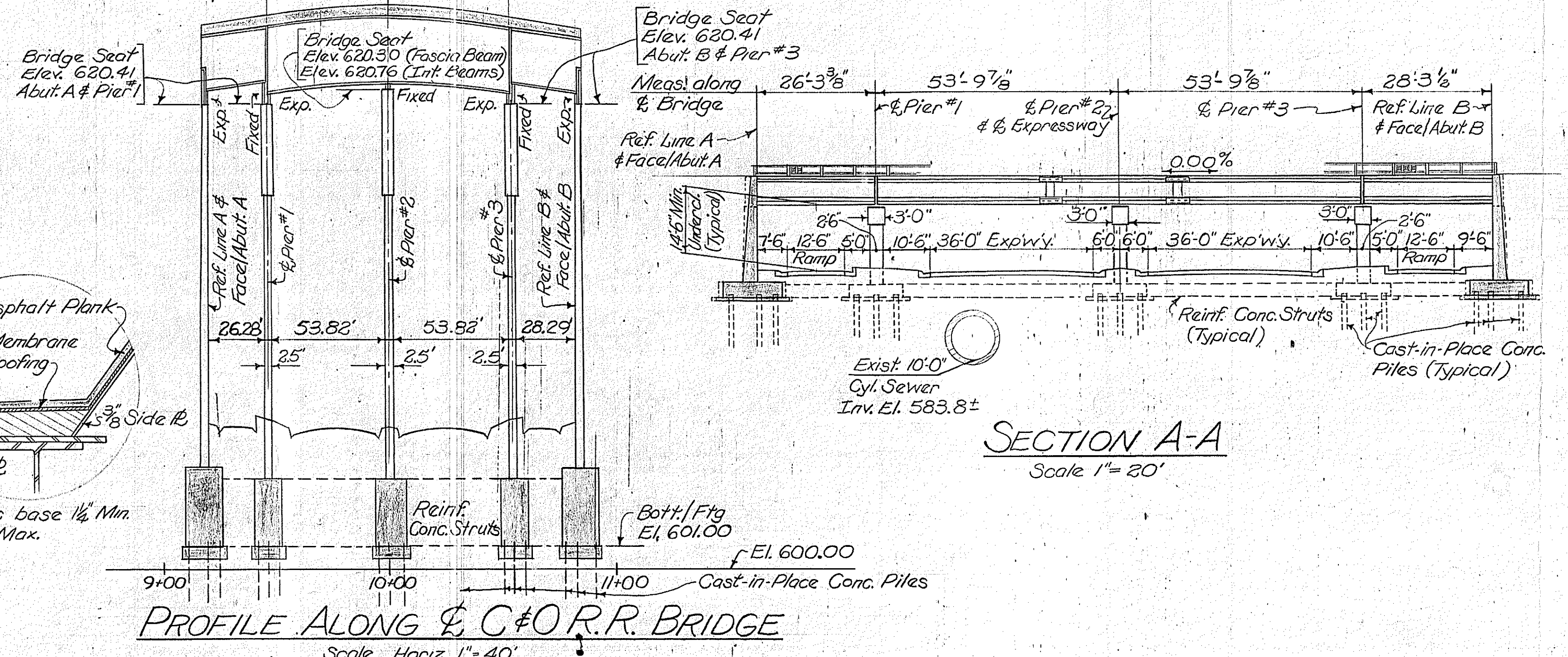
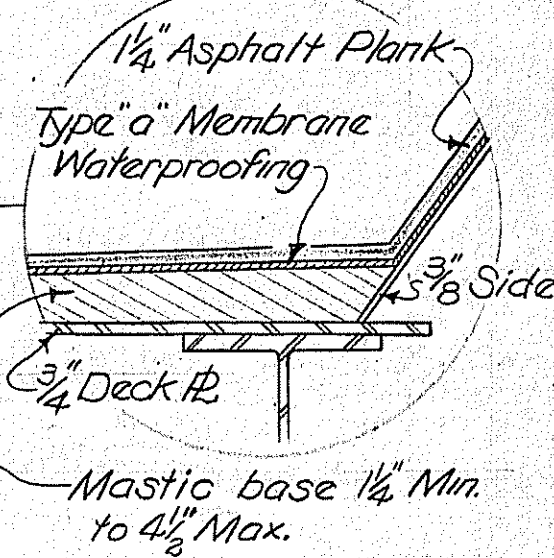


PLAN
Scale 1" = 40'

Note:
Permanent structure to be maintained by the Railroad above the Bridge Seats.



TYPICAL SECTION THRU DECK
Scale 1/2" = 1'-0"



SECTION A-A
Scale 1" = 20'

PROFILE ALONG C&O R.R. BRIDGE
Scale Horiz. 1" = 40'
Vert. 1" = 4'

GENERAL NOTES

Specifications: Michigan State Highway Department's Specifications for Road and Bridge Construction, 1960 Edition and Supplemental Specifications.
Design: Based on A.R.E.A. Specifications for Steel Railway Bridges, 1956 Edition, Cooper E-T2 Loading with Specified Impact.

EXHIBIT A

REVISIONS

Revised Service Rd. Ramp Location	Added Br. Seat & Maint. Note, Revised Gen'l. Notes 11-14-61
Added R.R. Right of Way	Added R.R. Right of Way

Robert Cummins

DRAWN BY	CHECKED BY	DATE
CUMMINS	CUMMINS	3-29-61
TRACED BY	CHECKED BY	DATE

APPROVED

ENGINEER OF STRUCTURES AND EXPRESSWAYS
APPROVED
ENGINEER OF DESIGN, STRUCTURES AND EXPRESSWAYS
CHIEF ENGINEER

WAYNE COUNTY ROAD COMMISSIONERS

MICHAEL J. O'BRIEN

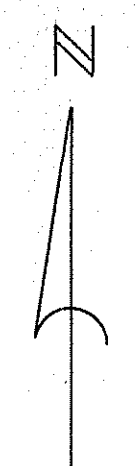
BOARD OF SOUTHFIELD EXPRESSWAY

WILLIAM E. KREGER

CHARLES L. WILSON

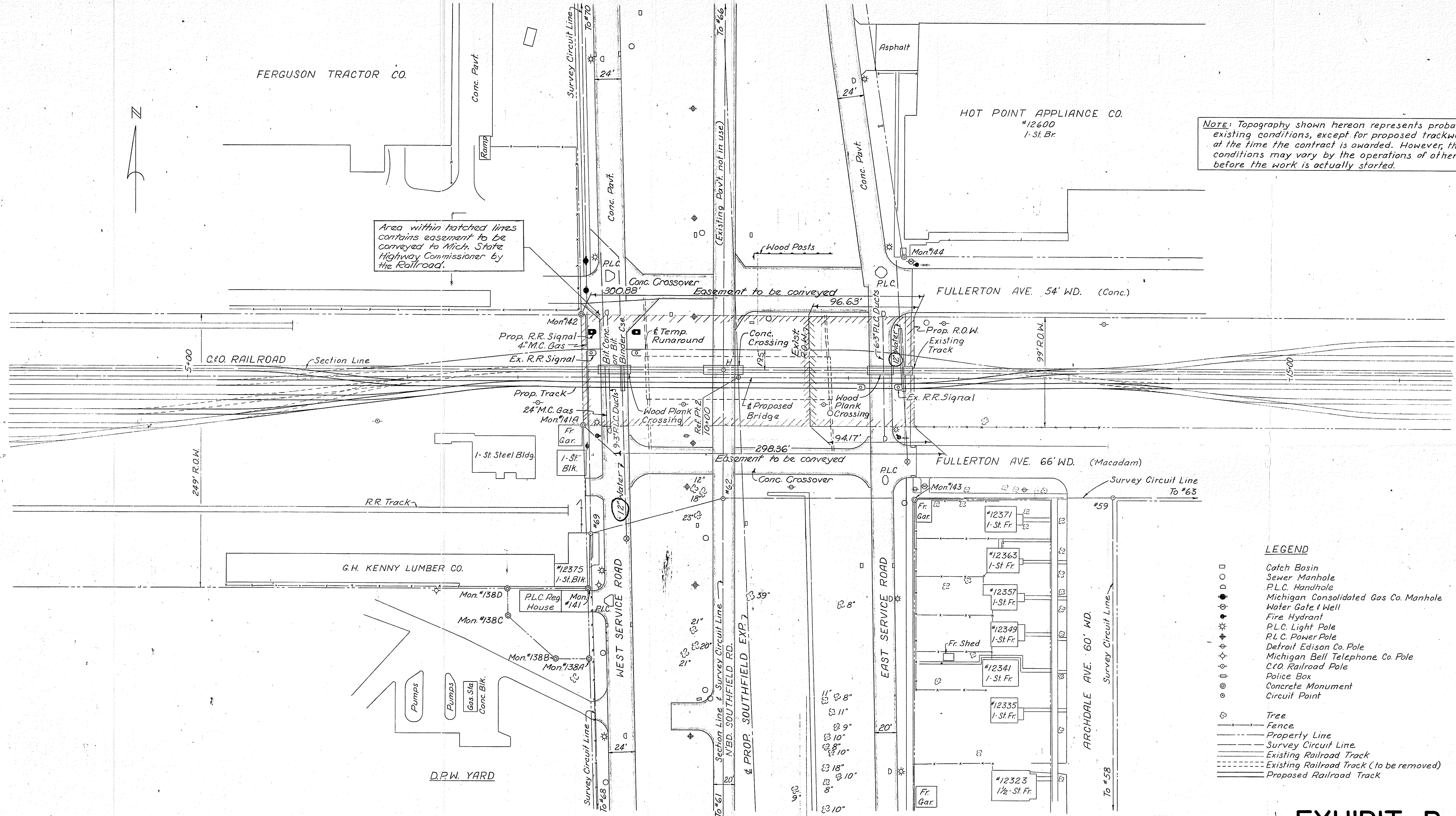
SOUTHFIELD EXPRESSWAY
C.&O. RAILWAY CROSSING AT FULLERTON
GENERAL DRAWING

STATE PROJECT	82192G	COUNTY JOB	224
ISSUE NO.	4	SHEET NO.	EX-A
DATE	11-20-61		



NOTE: Topography shown hereon represents probable existing conditions, except for proposed trackwork, at the time the contract is awarded. However, these conditions may vary by the operations of others before the work is actually started.

Area within hatched lines contains easement to be conveyed to Mich. State Highway Commissioner by the Railroad.



- LEGEND**
- Catch Basin
 - Sewer Manhole
 - P.L.C. Handhole
 - Michigan Consolidated Gas Co. Manhole
 - Water Gate & Well
 - Fire Hydrant
 - P.L.C. Light Pole
 - P.L.C. Power Pole
 - Detroit Edison Co. Pole
 - Michigan Bell Telephone Co. Pole
 - C.O. Railroad Pole
 - Police Box
 - Concrete Monument
 - Circuit Point
 - Tree
 - Fence
 - Property Line
 - Survey Circuit Line
 - Existing Railroad Track
 - Existing Railroad Track (to be removed)
 - Proposed Railroad Track

PLAN
Scale: 1" = 40'

EXHIBIT B

STATE FILE	BRIDGE ROAD	X03 of 82192G
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REVISIONS

② Added Temp. Runaround & R.O.W. to be Acquired. W.J.M. 4-11-61 E.J.C.	③ Added R.O.W. Dimensions. E.J.C. 7-20-61 v. W.J.M.
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SQUAD LEADER Robert Cummins

DRAWN BY	CHECKED BY	DATE
McCURRY	NEUSON	3-27-61
TRACED BY	CHECKED BY	DATE

CORRECT

APPROVED

ENGINEER OF STRUCTURES AND EXPRESSWAYS
APPROVED
ENGINEER OF DESIGN, STRUCTURES AND EXPRESSWAYS

WAYNE COUNTY ROAD COMMISSIONERS

BOARD OF
DETROIT, MICHIGAN

MICHAEL J. O'BRIEN
CHIEF ENGINEER

WILLIAM E. KREGER

CHARLES L. WILSON

SOUTHFIELD EXPRESSWAY

C.&O. RAILWAY CROSSING AT FULLERTON

SURVEY & TRACK PLAN

STATE PROJECT	COUNTY JOB
82192G	224
ISSUE NO. 4	SHEET NO.
DATE 11-20-61	EX-B