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Contract Number	04-5476
Control Section	82194
Structure No.	X02 of 82194
Job Number	60129A
Fed. Project No.	NH-0282(371)
Fed. Item No.	HH 3225

THIS AGREEMENT, entered into this date of JAN 1 2 2005, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT and the CONSOLIDATED RAIL CORPORATION, incorporated in the Commonwealth of Pennsylvania and admitted to do business under the laws of the State of Michigan and other states, hereinafter referred to as the RAILROAD,

WITNESSETH:

WHEREAS, pursuant to an agreement dated October 17, 1967, which remains in full force and effect, by and between the Michigan State Highway Commission and The New York Central Railroad Company (among others), the DEPARTMENT constructed the highway underpass structure carrying the tracks of the New York Central Railroad over the Fisher Freeway (Interstate Route 75) at a point approximately 1,250 feet southwesterly of the intersection of Beecher Street and Michigan Avenue in the City of Detroit, Wayne County, Michigan; and

WHEREAS, through various transactions, the tracks, operating rights, and property of the New York Central Railroad from a point approximately 200 feet west of 24th Street easterly to the Detroit River Tunnel portal have been transferred to the Detroit River Tunnel Partnership, with the RAILROAD retaining an operating easement; and

WHEREAS, the RAILROAD retains ownership of the tracks and property west of a point approximately 200 feet west of 24th Street; and

WHEREAS, the DEPARTMENT proposes to construct an additional bridge immediately west of the existing structure and located on the property of the Detroit River Tunnel Partnership to improve the highway by addition of a service drive under the proposed new structure at the aforementioned location; and

WHEREAS, the construction of the aforementioned new structure will require temporary and permanent track and signal work to occur on the property of the RAILROAD, hereinafter referred to as the PROJECT; and

WHEREAS, the RAILROAD has been authorized by the DEPARTMENT to perform its preliminary engineering work including the preparation and review of plans, specifications, estimates

and documents necessary for the implementation of the PROJECT under the terms of PRELIMINARY ENGINEERING MASTER AGREEMENT, number 89-0704, between the DEPARTMENT and the RAILROAD, dated November 7, 1989, as amended by AMENDMENT TO PRELIMINARY ENGINEERING MASTER AGREEMENT, amendment number 92-1311, dated September 4, 1992, amendment number 95-1793, dated October 18, 1995, amendment number 89-0704/A3, dated January 26, 1999; and

WHEREAS, the construction of the PROJECT, as a matter of public safety and convenience, has been approved by the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as the FHWA, as a PROJECT for construction of highways and bridges and the associated railroad work; and

WHEREAS, the parties hereto have reached an understanding with each other with respect to the preparation and approval of plans and specifications, the construction of temporary and permanent track and signal work (the PROJECT) made necessary by the highway underpass structure construction, 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:

1. In accordance with the plans, the standard specifications of the DEPARTMENT, and the Special Provisions and other specifications hereinafter mentioned, the DEPARTMENT will construct the track work upon the right of way of the RAILROAD at the location aforesaid, pursuant to all of the terms and conditions of this agreement. The RAILROAD will perform all signal work on its property under a force account arrangement with the DEPARTMENT. For the purposes of the construction work, the DEPARTMENT and its contractors has right-of-entry and may enter upon and occupy the property of the RAILROAD, including for the purpose of the DEPARTMENT'S contractors constructing and relocating railroad tracks on the property of the RAILROAD, subject to the conditions hereinafter stated; provided that, immediately upon completion of the PROJECT, the railroad property shall be restored to a condition deemed by the Chief Engineer of the RAILROAD to be suitable for railroad purposes.

2. The DEPARTMENT does hereby adopt the lines shown on the general plans for the PROJECT, hereto attached as Exhibit A, as the plan and profile fixing the horizontal and vertical alignment of the proposed track work. The RAILROAD hereby approves the track work shown on the plans. The temporary minimum construction clearances will be 22 feet vertically from top-of-rail and 8.5 feet horizontally from and measured at right angles to the centerline of the nearest track for the erection of any necessary falsework, bracing or forms.

3. The general plans for the PROJECT and the estimated costs of the work to be performed by the RAILROAD on a force account basis are shown on the following exhibits which are attached hereto and made a part of this agreement.

Exhibit A – Track Plans (20 sheets), showing cross sections, temporary track layout during the construction phases, final arrangement of permanent tracks, and maintenance of train traffic phases for the tracks of the RAILROAD.

Exhibit B - RAILROAD estimate of cost (1 sheet), dated September 8, 2004, of the work to be performed by the RAILROAD in conjunction with said PROJECT on a force account basis, as provided in Section 9 herein, including construction engineering inspection.

4. The DEPARTMENT will prepare, at no expense to the RAILROAD, all designs, detailed plans and specifications for the PROJECT, including drainage structures where required. The designs, detailed plans and specifications shall be subject to the approval of the RAILROAD insofar as they affect the facilities of the RAILROAD before awarding of construction contracts. All of the work shall be designed, detailed and constructed in accordance with the current specifications and standards of the DEPARTMENT and the RAILROAD.

The DEPARTMENT'S detailed plans and specifications for construction of the contemplated improvements are identified by title as follows: "I-75 Structure X02 of 82194 Bridge Construction". As a condition precedent to this agreement, the RAILROAD must approve in writing the foregoing detailed plans and specifications, together with any revisions and additions, and upon approval by the RAILROAD, those detailed plans and specifications shall become part of this agreement by reference.

5. The RAILROAD has prepared and furnished to the DEPARTMENT an estimate of the cost of work to be performed by it on a force account basis, as specified in Section 9 hereof. The DEPARTMENT will reimburse the RAILROAD, as part of the preliminary engineering, for the cost of the preparation of said estimate and for the expense incurred in reviewing the project agreement, plans, and special provisions.

6. The DEPARTMENT will advertise its 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, will award the contracts therefor, and will exercise complete supervision and control over the construction. While work is being performed adjacent to, under, or over railroad tracks, the RAILROAD may place a competent engineer or inspector on the work, together with necessary assistants, at PROJECT expense, to protect its interests. Said engineers or inspectors of the RAILROAD, acting through the DEPARTMENT'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.

7. The DEPARTMENT will require its contractor to comply with the Special Provisions, which are hereby approved by the RAILROAD and the DEPARTMENT, which are attached hereto and made a part hereof, and to bear all costs of protecting railroad traffic made necessary or occasioned by its operations, as set forth in said Special Provisions. 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 DEPARTMENT 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 contractor has submitted to the DEPARTMENT evidence that all such bills have been settled. Upon contractor payment to the RAILROAD, the DEPARTMENT shall then reimburse the contractor for all eligible flagging charges. It is expressly understood that no provisions of this agreement nor approval by the RAILROAD as to construction operations shall relieve the contractor of any responsibility or liability whatsoever.

8. The DEPARTMENT will undertake and perform through contractors:
 - A. The construction of the temporary and permanent track work and associated roadbed.
 - B. All work incidental to the foregoing, except the work to be performed by the RAILROAD as stated in Section 9.

9. The RAILROAD will, at PROJECT expense, on a force account basis, using either its own forces and equipment or subcontractors, perform the work as listed below. The DEPARTMENT will provide formal authorization to the RAILROAD to proceed with its work following execution of this agreement and obligation of federal funds for the PROJECT by the FHWA. The use of subcontractors by the RAILROAD will require prior approval by the DEPARTMENT and the FHWA. All contracts with subcontractors, including amendments, shall be submitted to the DEPARTMENT for review. All subcontracts in excess of one hundred thousand dollars (\$100,000) require formal approval by the DEPARTMENT prior to execution. Any such approval by the DEPARTMENT or the FHWA shall in no way be construed as a warranty of the subcontractors' qualifications, professional standing, ability to perform the work being contracted, or financial integrity. Consent to sublet by the RAILROAD any portion of the PROJECT work shall not be construed to relieve the RAILROAD of any responsibility or obligation under, or for the fulfillment of this agreement.

The RAILROAD will furnish all materials, labor and equipment to perform the following items:

- A. RAILROAD review of design plans and construction on RAILROAD property, as well as perform all necessary signal protection, modifications, relocations and testing needed for the PROJECT. The RAILROAD will invoice the DEPARTMENT for these items.
- B. Provide switchtenders, flagmen, telegraph operators, conductors, pilots,

watchmen or other protective services and devices to promote safety and insure continuity of train operations as may be necessary in connection with the work performed. The RAILROAD will invoice the contractor for the daily flagging services performed.

10. 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 FHWA as then in effect. The RAILROAD will be permitted to work outside its regular working hours, at premium rates, to perform its force account work when such working hours have been approved by the DEPARTMENT'S regional field engineer, provided the arrangement for such work is required to maintain construction schedules and is in the public interest.

11. All work performed or caused to be performed, and materials and equipment furnished or caused to be furnished by the RAILROAD pursuant to this agreement, will be performed on a force account basis, billed by the RAILROAD and reimbursed by the DEPARTMENT, as defined and as provided in the Federal-Aid Policy Guide (FAPG), Part 140, Subpart I, dated December 9, 1991, and amendments thereto, incorporated herein by reference as if the same were repeated in full herein. The DEPARTMENT will pay from PROJECT funds such amounts as are approved for payment by the FHWA in accordance with its regulations.

During the course of the PROJECT, changes, extra work, and/or adjustments to the contract, as well as extensions of time, may be requested by any party to the contract and/or become necessary. If acceptable to the DEPARTMENT, the DEPARTMENT will prepare a Form 1100RR (or similar) document to modify the contract and authorize the RAILROAD to perform the modified work. The RAILROAD hereby consents and agrees to accomplish the modified work in conformance with the requirements of the document and the contract. The RAILROAD need not sign the document if the modified work has been previously requested in writing by the RAILROAD, a copy of the RAILROAD'S request is attached to the document, and the RAILROAD'S request has not been changed in any way by the DEPARTMENT. If the contract modification is requested by the DEPARTMENT, or if the DEPARTMENT alters modified work proposed by the RAILROAD, the RAILROAD will be offered the opportunity to sign the document indicating its agreement to carry out the modifications as written.

The RAILROAD will credit to the PROJECT the value of materials recovered from temporary or permanent use on the PROJECT in accordance with the provisions of the Federal-Aid Policy Guide, Part 140, Subpart I, dated December 9, 1991, and amendments thereto.

The RAILROAD shall afford the DEPARTMENT and the FHWA a reasonable opportunity to inspect materials recovered prior to disposal by sale or scrap.

The DEPARTMENT will reimburse the RAILROAD upon completion of authorized work

and receipt of progress and final billings therefor, the costs and expenses incurred by it, withholding (if applicable) until after final audit, a retainage as set forth in paragraph 9 of the State of Michigan Administrative Board Resolution of May 1, 1979, entitled, "Department of Transportation Construction and Maintenance Contracts" attached hereto as Appendix "C". The retainage provision may be waived for those RAILROAD companies the DEPARTMENT has determined to have had recent, acceptable history of both contract compliance and audit experience with the DEPARTMENT, and where there are no other circumstances indicating a need to maintain the retainage to reasonably protect the public interest. The RAILROAD will bear the full cost of any items for which it is responsible and which is determined to be not properly a part of the project. The RAILROAD certifies that it are aware of the applicable laws, regulations and terms of the agreement that apply to reporting of costs incurred and any such costs reported represent only those items which are properly chargeable.

12. The RAILROAD shall:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this agreement, said records to be hereinafter referred to as the RECORDS. Separate accounts shall be established and maintained for all costs incurred under this agreement.
- B. The RAILROAD shall maintain the RECORDS for at least three (3) years from the date of final payment of federal aid made by the DEPARTMENT under this agreement. In the event of a dispute with regard to the allowable expenses of any other issue under this agreement, the RAILROAD shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- C. The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- D. If any part of the work is subcontracted, the RAILROAD shall assure compliance with subsections (A), (B), and (C) above for all subcontracted work.

IT IS FURTHER AGREED THAT:

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the RAILROAD, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the RAILROAD at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the RAILROAD shall: (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not they concur with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the RESPONSE. The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the RAILROAD may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the agreement. The RAILROAD agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the RAILROAD, the RAILROAD shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the RAILROAD fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the RAILROAD agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the RAILROAD under this agreement, or any other agreement. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The RAILROAD expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the RAILROAD in a timely filed RESPONSE.

13. The DEPARTMENT shall require its contractor to take out a Railroad Protective Liability Insurance Policy in the name of the RAILROAD before work is commenced and to keep it in effect until work is completed and accepted; said policy to conform to the regulations prescribed therefore in the FAPG, Part 646, Subpart A, dated December 9, 1991, and amendments thereto.

The policy shall have limits of liability in the amount of two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death and property damage with an aggregate limit of six million dollars (\$6,000,000) applying separately to each annual period. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Michigan.

14. The DEPARTMENT will, at its own expense, acquire the necessary right-of-way, except that now owned by the RAILROAD, and will assume 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 the project.

15. Nothing in this agreement shall be construed to render the DEPARTMENT liable for acts of negligence of the RAILROAD, the contractor, or any of their employees, agents, contractors or subcontractors.

16. This is a project for the construction of temporary and permanent track and signal work in connection with a highway underpass structure that does not eliminate an at grade crossing of the RAILROAD. Therefore the PROJECT is considered as not resulting in ascertainable benefits to the RAILROAD and consequently the RAILROAD shall not be assigned any liability as to the cost of the PROJECT.

17. If, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the DEPARTMENT shall cease and not be resumed within sixty (60) days, or any extended period as is mutually agreed upon, the parties hereto, if not then agreed, will agree upon and will perform any work as is reasonably necessary to place the right of way, tracks and other facilities of the RAILROAD in a satisfactory, permanent operating condition, and the DEPARTMENT 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.

18. In the event delays or difficulties occur before the commencement of physical operations hereunder which, in the opinion of the DEPARTMENT, render it impracticable to proceed with the construction of the PROJECT, the DEPARTMENT may serve written notice thereof upon the RAILROAD and this agreement shall thereupon terminate forthwith, provided however, that the RAILROAD shall be reimbursed for costs and expenses incurred pursuant to Section 5 of this agreement.

19. When the work of construction of the PROJECT has been completed, the RAILROAD, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties, ballast, approach embankments, signal systems and all other railroad facilities.

20. 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.

21. Any approvals, reviews and inspections of any nature by the DEPARTMENT, shall not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is

expressly understood and agreed that any such approvals are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental function incidental to this agreement.

Any such approvals, reviews and inspections by the DEPARTMENT will not relieve the RAILROAD of its obligations hereunder, nor are such approvals, reviews and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the RAILROAD'S performance but are undertaken for the sole use and information of the DEPARTMENT.

22. In connection with the performance of the work under this agreement, the RAILROAD (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", dated March, 1998, attached hereto and made a part hereof and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this agreement.

23. During the performance of this agreement, the RAILROAD for itself, its assigns, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agree to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", dated March, 1992, as amended, attached hereto and made a part hereof and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this agreement.

24. The resolution of the State Administrative Board, dated May 1, 1979, entitled "Department of Transportation Construction and Maintenance Contracts", as set forth in Appendix "C", is attached hereto and made a part hereof.

25. It is specifically understood and agreed that this agreement shall become and be binding on the parties hereto, their successors and assigns, in full force and effect upon signing thereof by duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper and duly authorized representatives.

CONSOLIDATED RAIL CORPORATION

By *[Signature]*
Title: AVP / Chief Engineer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By *[Signature]*
Department Director

FORM APPROVED
12/7/04
[Signature]
ASSISTANT
ATTORNEY
GENERAL

[Circular Stamp]
REVIEWED
12-8-04
CONTRACT ADMIN.

DIRECTOR
AGENDA
12-15-04

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. 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.
4. 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, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. 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 appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. 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 relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. 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.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) 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.

March, 1998

APPENDIX B

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

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF MICHIGAN

ADMINISTRATIVE BOARD RESOLUTION

OF

MAY 1, 1979

(As amended on December 2, 1980, April 7, 1981,
August 18, 1981, May 15, 1984, April 7, 1987,
December 15, 1987, January 5, 1988, May 2, 1989 and September 17, 1996)

**DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND MAINTENANCE CONTRACTS**

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, as amended, all contracts entered into by the Michigan State Transportation Commission or the Michigan Department of Transportation, hereinafter referred to as the "Commission" and the "Department" respectively, require approval of the State Administrative Board, hereinafter referred to as the "Board", except, the Commission or the Department, without the approval of the Board, is authorized to contract for an amount not exceeding \$20,000.00 for each contract, for toilet vault cleaning, use of licensed sanitary landfills, pickup and disposal of refuse, pavement surfacing and patching, rental of equipment for emergency repairs and maintenance operations, curb replacement, maintenance of office equipment, installation of utility services and installation of traffic control devices and without such approval, may authorize Boards of County Road Commissioners, Township Boards, and Municipalities, under contracts for the maintenance of trunkline highways, to subcontract in amounts not to exceed \$20,000.00 for each subcontract;

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

WHEREAS, extra work is defined as any work which is determined to be essential to the satisfactory completion of the contract but which neither appears therein as a specific item of work nor is included in the price bid for other items in the contract;

WHEREAS, it is sometimes necessary in order to avoid delays and increased costs for the Department to authorize extra work by modification of the contract without obtaining specific prior approval of the Board for such modifications;

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

1. Pursuant to applicable Public Acts, the Department, without obtaining the approval of this Board, in connection with any construction or maintenance contract, may contract for extra work or labor, or both, not exceeding \$48,000.00

per contract for contracts having a value of \$800,000.00 or less and not exceeding 6% per contract for contracts having a value over \$800,000.00 under a contract with a private agency authorized by law, and for an amount not exceeding \$800,000.00 under a contract with Boards of County Road Commissioners, Township Boards, and Municipalities of this State, except that each job for extra or additional work or labor, or both, in excess of \$100,000.00 shall require approval of the State Administrative Board.

2. All agreements by the Department to pay for extra work on either a negotiated price or force account basis in excess of the amounts shown in paragraph 1 must be approved by the Board.
3. No extra work which may cause an increase in the contract price in excess of the amount shown in paragraph 1 shall be authorized by the Department prior to Board approval, unless and until the Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra work costing not more than \$25,000.00 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.
4. Department authorizations for extra work, requiring Board approval, 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 60 days after the extra work has been authorized by the Department.
5. 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.
6. No payments for extra work requiring Board approval shall be made until such Board approval has been obtained.
7. The Department is authorized to balance budgets for extra work recommendations or authorizations previously approved by the Board, by decreasing, in any amount, or increasing, not in excess of 15 percent, the original estimated amount without additional approval by this Board.
8. No payments for increased 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 Board approval if such payments do not exceed the following per cent of the original contract price: 10 percent on contracts of \$50,000.00 or more; 15 percent on contracts of \$25,000.00 to \$49,999.99; and 25 percent on contracts of less than \$25,000.00.

9. "The Department shall deduct from payments, and retain 2.5 percent of the total amount earned by a contractor. When the project reaches 90 percent completion, the amount of retainage may be reduced. Local units of government, performing as contractors to the Department, may be excluded from these retainage provisions.

In respect to contracts between the Department and Railroad companies, the 2.5 percent shall be retained until after final audit. The retainage provision may be waived for those Railroad companies the Department has determined to have had recent, acceptable history of both contract compliance and audit experience with the Department, and where there are no other circumstances indicating a need to maintain the retainage to reasonably protect the public interest."

10. 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 Board, extend the time for opening to traffic or completion of the contract because of delays from unforeseen causes beyond the control and without the fault or negligence of the contractor, including and restricted to: acts of God; acts of 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 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.

11. The foregoing requirements established by the Board shall be made as express part of all construction and maintenance contracts entered into by the Commission, and the Department's standard and supplemental specifications shall be amended to reflect such requirements.
12. Policy Resolution A, approved by the Board on July 17, 1956, and the Resolutions of October 17, 1967, and May 6, 1975 as amended May 4, 1976, are 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.
13. Upon approval by the State Administrative Board, this Resolution shall be effective as of September 17, 1996.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

**NOTICE TO BIDDERS
CONRAIL**

DES:SMR

1 of 1

08-10-04

The following information may be pertinent to the determination of construction methods and railroad protective insurance rates.

RAILROAD COMPANY

Consolidated Rail Corporation
1000 Howard Boulevard
Mt. Laurel, New Jersey 08054

Contact: Mr. J. L. McGlynn or Mr. James Orlando
Phone: 856-231-2450 856-231-2182
Fax: 856-231-2455

TRAIN MOVES

Approximately twenty-seven (27) through freight trains per twenty-four hour day, at 40 mph maximum authorized speed are made on the two Main Tracks.

In addition to the through trains, numerous switching moves [varying from approximately two (2) to five (5) according to daily railroad operational requirements] are made on the two "Pullback Tracks."

The train movement and the speed information indicated above does not represent a commitment by the railroad and is subject to change without notice.

PERCENTAGE OF PROJECT WITHIN RAILROAD RIGHT OF WAY

Approximately 3.0 percent of the total track work will be performed over, under, or adjacent to the Conrail railroad tracks.

The track work within the Conrail railroad right-of-way is estimated at \$65,100. *This work does not include any labor and equipment costs associated with signal relocation.*

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
WORK ON RAILROAD PROPERTY
CONRAIL

DES:SMR

1 of 8

REVISED: 07-01-03
C&T:APPR:JFS:SJC 09-15-98

The successful bidder, hereinafter referred to as the CONTRACTOR, 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 the work without damage to the property of and insofar as is possible, without delay to the trains operating on the Consolidated Rail Corporation, hereinafter referred to as the RAILROAD. The CONTRACTOR will observe such restrictions as the RAILROAD'S Chief Engineer or authorized representative on the project site (acting through the engineer of the Department of Transportation, hereinafter referred to as the DEPARTMENT), may impose for the safety and dispatch of persons and property of and in care of the RAILROAD and for the safe and expeditious operation of its trains.
3. To provide protection from falling debris to the property, track, and rail traffic of the RAILROAD, in accordance with the DEPARTMENT'S specifications. Any such protection shall not be constructed lower than 22 feet vertically from the top of the rail.
4. To obtain written approval from the Consolidated Rail Corporation, attention Mr. J. L. McGlynn, 1000 Howard Blvd., Mt. Laurel, New Jersey 08054, at least seven working days before starting work, of the proposed construction methods, schedule of operations, debris protection and horizontal and vertical clearances over and adjacent to the track of the RAILROAD to be provided during the construction period. Such approval will not be construed to relieve the CONTRACTOR of any responsibility for the adequacy and safety of the construction. The CONTRACTOR will be required to submit to the RAILROAD a written safety program prepared by the CONTRACTOR for the education and protection of their employees. This program should address the hazards and safety consideration of working in the vicinity of the RAILROAD'S operations and property.

5. To notify Consolidated Rail Corporation, attention Mr. J. L. McGlynn, 1000 Howard Blvd., Mt. Laurel, New Jersey 08054, in writing 14 days (excluding Saturdays, Sundays, and holidays) before entering upon the property of the RAILROAD or starting any work which may require protection by the RAILROAD. If this requirement is not complied with, the RAILROAD may have the work stopped until arrangements for protection are made. The CONTRACTOR will not be entitled to any additional payment or any other compensation for damages because of work stoppage.
6. To avoid use of railroad property without written permission of the RAILROAD and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the RAILROAD. The cost of any permits required by the RAILROAD are to be paid by the CONTRACTOR. There will not be a separate pay item for this work, as the cost shall be included in other related items of work.
7. To carry the following insurance, in a form, and with an insurer or insurers, acceptable to the DEPARTMENT and the Consolidated Rail Corporation, 1000 Howard Blvd., Mt. Laurel, New Jersey 08054, Attention: Mr. J. L. McGlynn.

- a. Worker's Compensation/Employers' Liability Insurance.

Employers' Liability and Occupational Disease Insurance with limits of \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 each employee. Such policy shall include a waiver of subrogation in favor of Conrail.

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

The CONTRACTOR shall furnish to the DEPARTMENT and to the RAILROAD copies of policies as evidence that, with respect to contractor operations, standard Contractor's Public Liability Insurance is in effect providing for limits of liability of not less than five million dollars (\$5,000,000) for each occurrence with an aggregate of five million dollars (\$5,000,000) for the term of the policy with respect to bodily injury or death; and standard Contractor's Property Damage Liability Insurance providing for limits of liability of not less than five million dollars (\$5,000,000) for each occurrence with an aggregate of five million dollars (\$5,000,000) for the term of the policy with respect to property damage. Conrail shall be named as an additional insured under this insurance.

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

DEPARTMENT 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 DEPARTMENT and to the RAILROAD copies of policies as evidence that, with respect to the operations performed by subcontractors, the CONTRACTOR carries 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. Railroad Protective Liability Insurance in behalf of the Consolidated Rail Corporation, 1000 Howard Blvd., Mt. Laurel, New Jersey 08054, Attention: Mr. J. L. McGlynn, as the named insured.

The CONTRACTOR shall furnish copies to the DEPARTMENT and the original policy to the RAILROAD as evidence that, with respect to contractor or subcontractor operations standard Railroad Protective Liability Insurance is carried providing for limits of liability in the amount of two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage with an aggregate limit of six million dollars (\$6,000,000) applying separately to each annual period. Said Railroad Protective Liability Insurance shall conform to the regulations prescribed therefore in the Federal-Aid Policy Guide, Part 646, Subpart A of the Federal Highway Administration dated December 9, 1991, and amendments thereto.

- e. Contractor's Pollution Legal Liability Insurance.

The CONTRACTOR shall furnish to the DEPARTMENT and to the RAILROAD copies of policies as evidence that, with respect to contractor or subcontractor operations, the CONTRACTOR carries Contractor's Pollution Liability Insurance with limits of not less than \$5,000,000 per occurrence / \$5,000,000 aggregate bodily injury, property damage and cleanup expenses resulting from pollution conditions. Consolidated Rail Corporation shall be named as an additional insured under this insurance.

- f. Automobile Liability Insurance.

Automobile Liability Insurance with a limit of not less than \$5,000,000 combined

single limit for bodily injury and/or property damage per occurrence. Conrail shall be named as an additional insured under this insurance.

g. 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 DEPARTMENT. Each policy shall contain 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 Transportation, and the Consolidated Rail Corporation, 1000 Howard Blvd., Mt. Laurel, New Jersey 08054, Attention: Mr. J. L. McGlynn."

If any of the insurance is canceled, the CONTRACTOR and all subcontractors shall cease operations as of 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 will be covered by the various unit prices bid.

8. That no provisions of these Special Provisions, nor approval by the RAILROAD as to construction operations, shall relieve the CONTRACTOR of any responsibility or liability whatsoever.
9. To pay the RAILROAD or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the CONTRACTOR'S convenience, other than as shown on the plans for the Project.
10. In the event that the CONTRACTOR shall require a temporary crossing of the railroad track, at least twelve weeks advance notice shall be given to the RAILROAD of such need, but this in no way requires the RAILROAD to approve a temporary crossing. It shall be the responsibility of the CONTRACTOR to determine and comply with the requirements of the RAILROAD 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 cost 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.

11. To conduct operations both on and off the RAILROAD right of way so that no earth, mud, silt, or other foreign matter will be allowed to foul railroad track ballast. All disturbed slopes adjacent to or on RAILROAD right-of-way must be protected from erosion. Refer to the RAILROAD'S CE-6 document and "Conrail's Sediment and Erosion Control Notes" for specific requirements. In order to accomplish this, it may be necessary for the CONTRACTOR to construct temporary earth dikes, sheeting, tie cribbing, or take other precautions to prevent the fouling of railroad track ballast. Where, in the opinion of the RAILROAD, work along, over, or across the track will result in the 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 shall remain in place until there is no further possibility of fouling the ballast and shall then be 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 RAILROAD'S Chief Engineer or authorized representative; but the RAILROAD assumes no responsibility for the adequacy thereof. The costs for protective measures will not be paid for separately, but are included in other related items of work. However, in spite of the aforementioned protective measures, if railroad track ballast does become fouled, the RAILROAD may with its own forces, remove the fouled ballast and replace same with clean ballast. The charges for this work will be billed by the RAILROAD to the CONTRACTOR who will pay them promptly.
12. To maintain temporary minimum construction clearances of 22 feet vertically from top of rail and 8.5 feet horizontally from and measured at right angles to the centerline of the active track for the erection of any necessary falsework, bracing, or forms. Note the RAILROAD may require temporary clearances greater than specified above if the specific site conditions permit.
13. To comply with RAILROAD safety rules that require, without exception, hard hat, eye protection, high-visibility reflective vest, and safety shoes be worn while working on structures over or under the tracks of the RAILROAD. This requirement shall also apply to DEPARTMENT personnel.
14. That acceptance of work under this contract involving the Consolidated Rail Corporation by the Michigan Department of Transportation will be conditioned upon approval of the Chief Engineer of the RAILROAD.
15. That in addition to the requirements listed above, the CONTRACTOR shall

observe and follow the "Specific Requirements of Consolidated Rail Corporation for Work on It's Right Of Way - CE-6" dated February 1997, supplied by the RAILROAD, and included elsewhere in this proposal. In all instances in CE-6 the word "sponsor" shall be interpreted to mean CONTRACTOR as herein defined, except under the headings CHANGES IN RAILROAD FACILITIES and RAILROAD ENGINEERING AND INSPECTION, in which case "sponsor" shall be interpreted to mean DEPARTMENT as herein defined, and consistent with the requirements contained in the Sections herein.

16. To pay to the RAILROAD the cost of daily RAILROAD inspection and flagging services, switchtenders, conductors, pilots, and/or other protective services and devices furnished by the RAILROAD and made necessary in the judgment of the Chief Engineer of the RAILROAD, to ensure inspection and protection of RAILROAD property, safety, and continuity of RAILROAD traffic during the CONTRACTOR'S operations on RAILROAD property, all as more particularly set forth in the following paragraphs:
 - a. Such protection will be required when workers or equipment are working on RAILROAD property or when work is being performed adjacent to, under, or over track in use which may present hazards to track 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 equipment on the railroad track, or property, except under proper arrangement with the RAILROAD. Such equipment and the operation of such equipment or equipment rented from the RAILROAD, shall be arranged for by the CONTRACTOR with the RAILROAD, and the cost for its use, including protection of railroad traffic, shall be borne by the CONTRACTOR.
 - b. RAILROAD bills for such protection cost accruing to the CONTRACTOR shall be paid promptly. Before final payment is made by the DEPARTMENT to the CONTRACTOR, satisfactory evidence shall be submitted indicating the cost of the protection services and devices furnished by the RAILROAD has been paid.
 - c. Protection cost will be charged to the CONTRACTOR by the RAILROAD in accordance with the working agreements between the RAILROAD and its employees. Such cost will include the actual cost of wages paid, including unemployment, retirement, vacation allowance, payroll taxes, surcharges, overhead, insurance, and other standard and legal costs incidental thereto. The RAILROAD will require an advance deposit from the CONTRACTOR to cover

protection (flagging) costs prior to supplying the required protection.

d. The CONTRACTOR shall consult with the proper operating and engineering representatives of the RAILROAD to determine the type and cost 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 be satisfied as to the provisions of the several working agreements between the RAILROAD and its employees, insofar as these agreements may affect the cost of protection.

e. Protection of railroad traffic may include, but not be limited to, the following:

(1) Flagging service to protect workers and equipment while work is being performed on RAILROAD property or above or below tracks, while construction equipment or materials are being moved across tracks, and while workers are required to cross continuously back and forth over tracks in the performance of their work.

(2) Providing a shanty for RAILROAD personnel, including the installation of dispatcher's telephone.

(3) Installation and maintenance of slow boards.

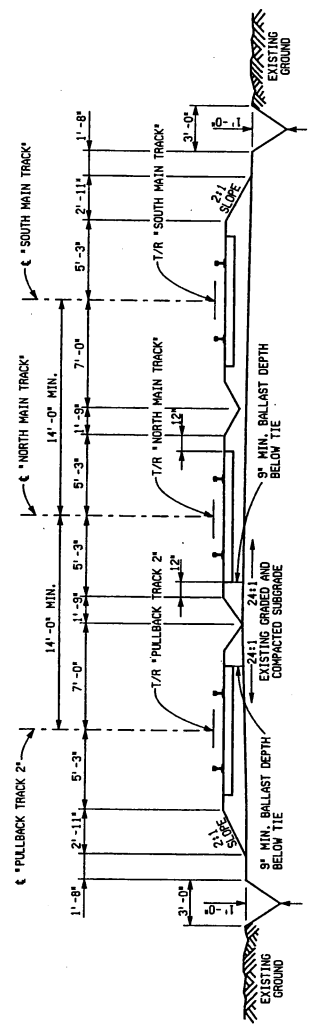
f. **Measurement and Payment.**-The completed work as measured for **Railroad Inspection and Flagging** will be paid for at the pre-established contract unit price for the following contract item (pay item):

Contract Item (Pay Item)	Pay Unit
Railroad Inspection and Flagging – CR	Dollar

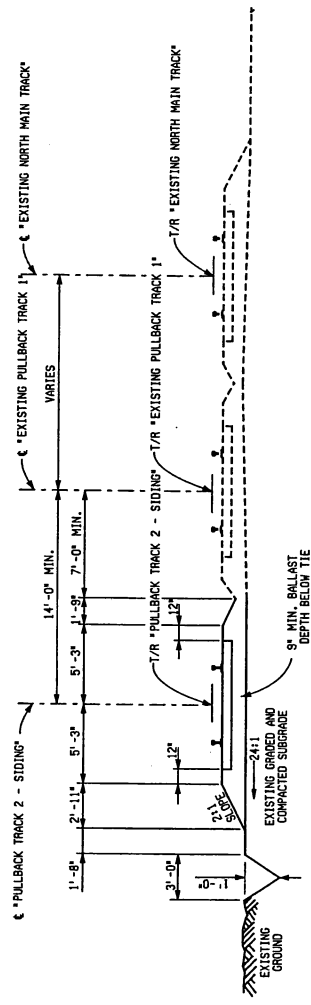
The RAILROAD will bill the CONTRACTOR for inspection and flagging. The CONTRACTOR shall be required to promptly pay to the RAILROAD the full amount of the RAILROAD'S bill for inspection and flagging. The CONTRACTOR shall then submit a copy of the RAILROAD'S bill and proof of payment to the DEPARTMENT'S Engineer for reimbursement. Costs incurred for inspection and flagging due to the failure of the CONTRACTOR to properly notify the

RAILROAD 14 days in advance of beginning work which may require a flagger as stated in Section 5, shall be the responsibility of the CONTRACTOR. Before final payment is made by the DEPARTMENT to the CONTRACTOR for the project, satisfactory evidence shall be submitted indicating all bills for inspection and flagging services and devices furnished by the RAILROAD have been paid. This pay item covers only inspection and flagging services provided by the RAILROAD. All other costs incurred by the CONTRACTOR in complying with RAILROAD requirements will not be specific pay items, but will be included in prices bid for other items of the work.

DATE	NO.	REVISION



TYPICAL CROSS SECTION
PHASE I AND PHASE II
SCALE: N.T.S.



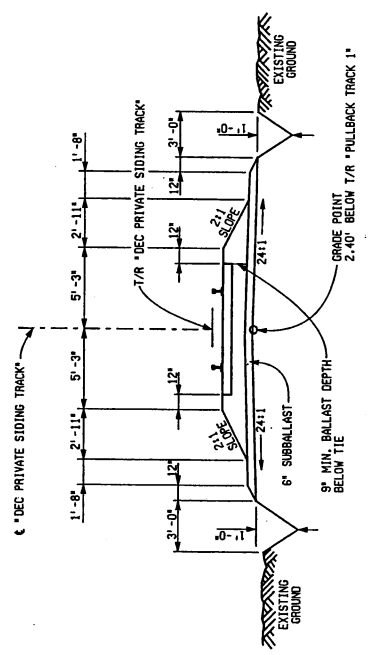
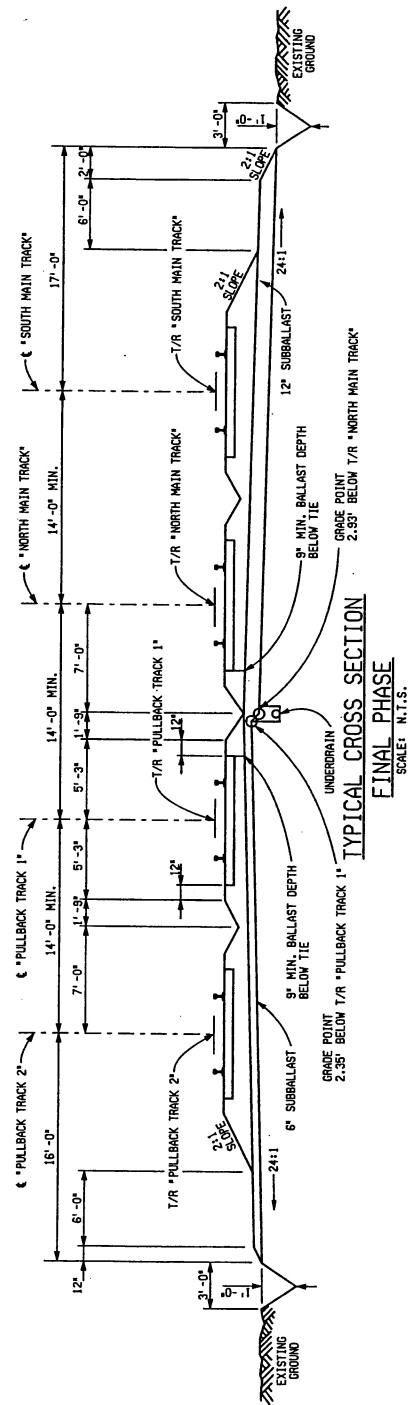
TYPICAL CROSS SECTION
PHASE I - SIDING
SCALE: N.T.S.

DATE	SCALE	CONTR. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
08/09/04	1" = 10'	X02 OF 82194	60077A	PROTECHNUS	R.O.M. CONST. 32

MDOT
Michigan Department of Transportation

HNTB
ARCHITECTS ENGINEERS PLANNERS

NO.	DATE	NO.	REVISION



DATE	SCALE	CON. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
08/09/04	1" = 10'	X02 OF 82194	60077A	CRITERHIUS	33

MDOT
Michigan Department of Transportation

FHNTB
ARCHITECTS ENGINEERS PLANNERS

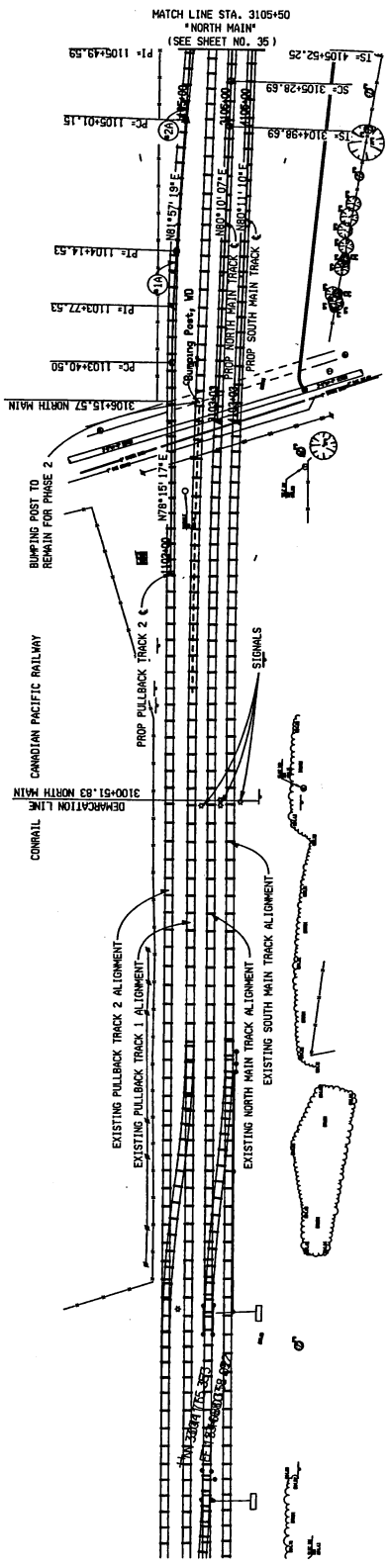
DATE	TIME	BY	REVISION

PULLBACK TRACK 2
 CURVE DATA
 Δ=03°42'01" RT
 D=02°00'00"
 R=110377.53
 L=74.03'
 E=0.50'
 PC=110340.50
 PT=110377.53
 PI=110377.53
 P2=110377.53

PULLBACK TRACK 1
 CURVE DATA
 Δ=01°55'14" LT
 D=02°00'00"
 R=110377.53
 L=74.03'
 E=0.41'
 PC=110340.50
 PT=110377.53
 PI=110377.53
 P2=110377.53

EXISTING NORTH MAIN TRACK ALIGNMENT
 CURVE DATA
 Δ=02°00'00"
 R=110377.53
 L=74.03'
 E=0.41'
 PC=110340.50
 PT=110377.53
 PI=110377.53
 P2=110377.53

EXISTING SOUTH MAIN TRACK ALIGNMENT
 CURVE DATA
 Δ=02°00'00"
 R=110377.53
 L=74.03'
 E=0.41'
 PC=110340.50
 PT=110377.53
 PI=110377.53
 P2=110377.53



QUANTITIES THIS SHEET
 795 CYD Excavation, Earth
 1 EACH Bumping Post, WD

**PHASE I
 CONSTRUCTION SHEET**

DATE	SCALE	CONV. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	CROTENNAUIS	34

HNTB
 ARCHITECTS ENGINEERS PLANNERS

MDOT
 Michigan Department of Transportation

NORTH MAIN TRACK, STA. 3103+03 TO STA. 3105+50

FINAL R.O.M.	
REVISION	
DATE	
AUTH	

NORTH MAIN TRACK, STA. 3105+50 TO STA. 3115+00

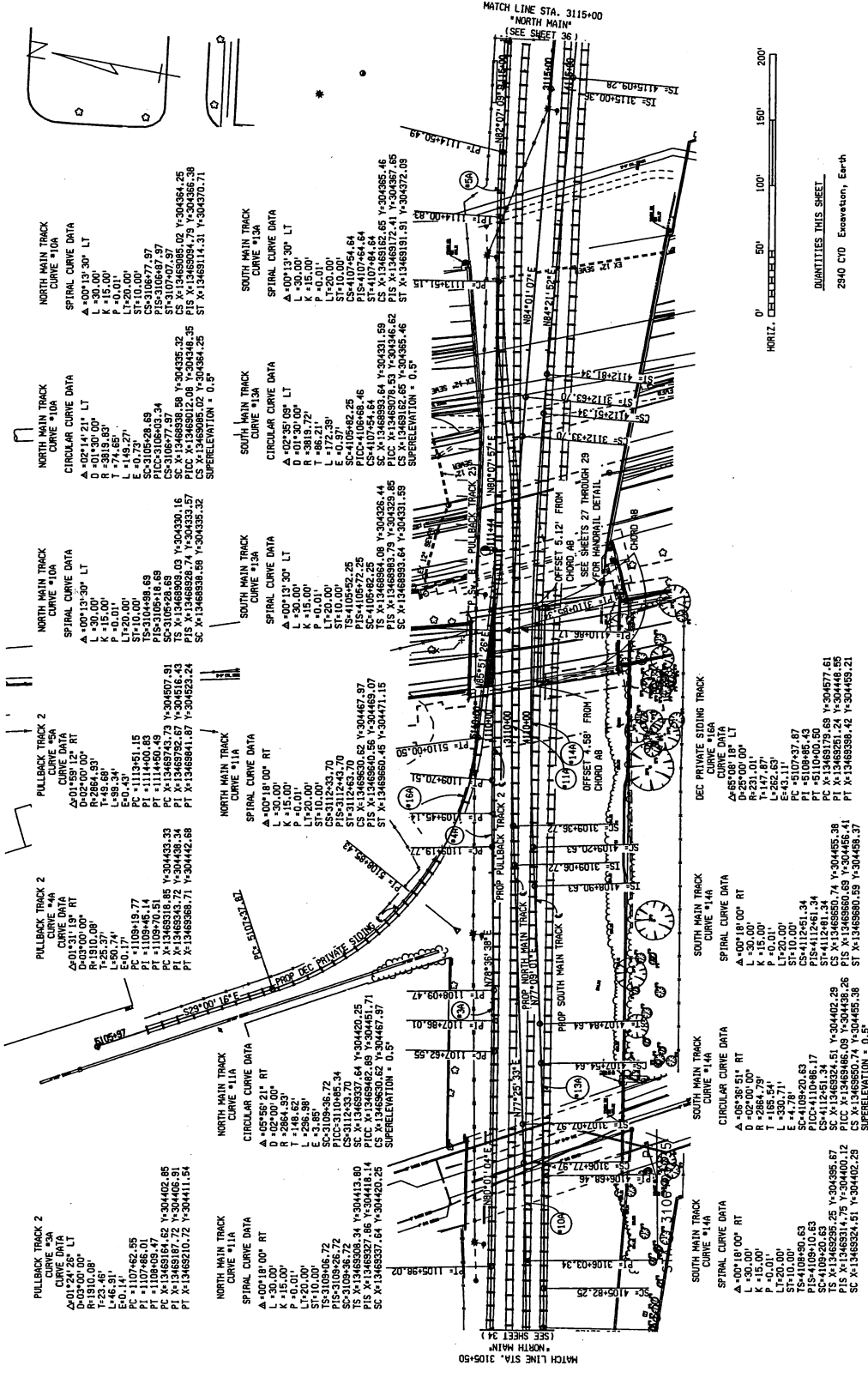
DATE 11/30/04 SCALE 1" = 40'

DESIGN UNIT 60077A

SHEET NO. 35

R.O.M. DESIGNER

PROVENIUS

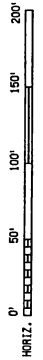


PHASE I
 CONSTRUCTION SHEET



HNTB
 ARCHITECTS ENGINEERS PLANNERS

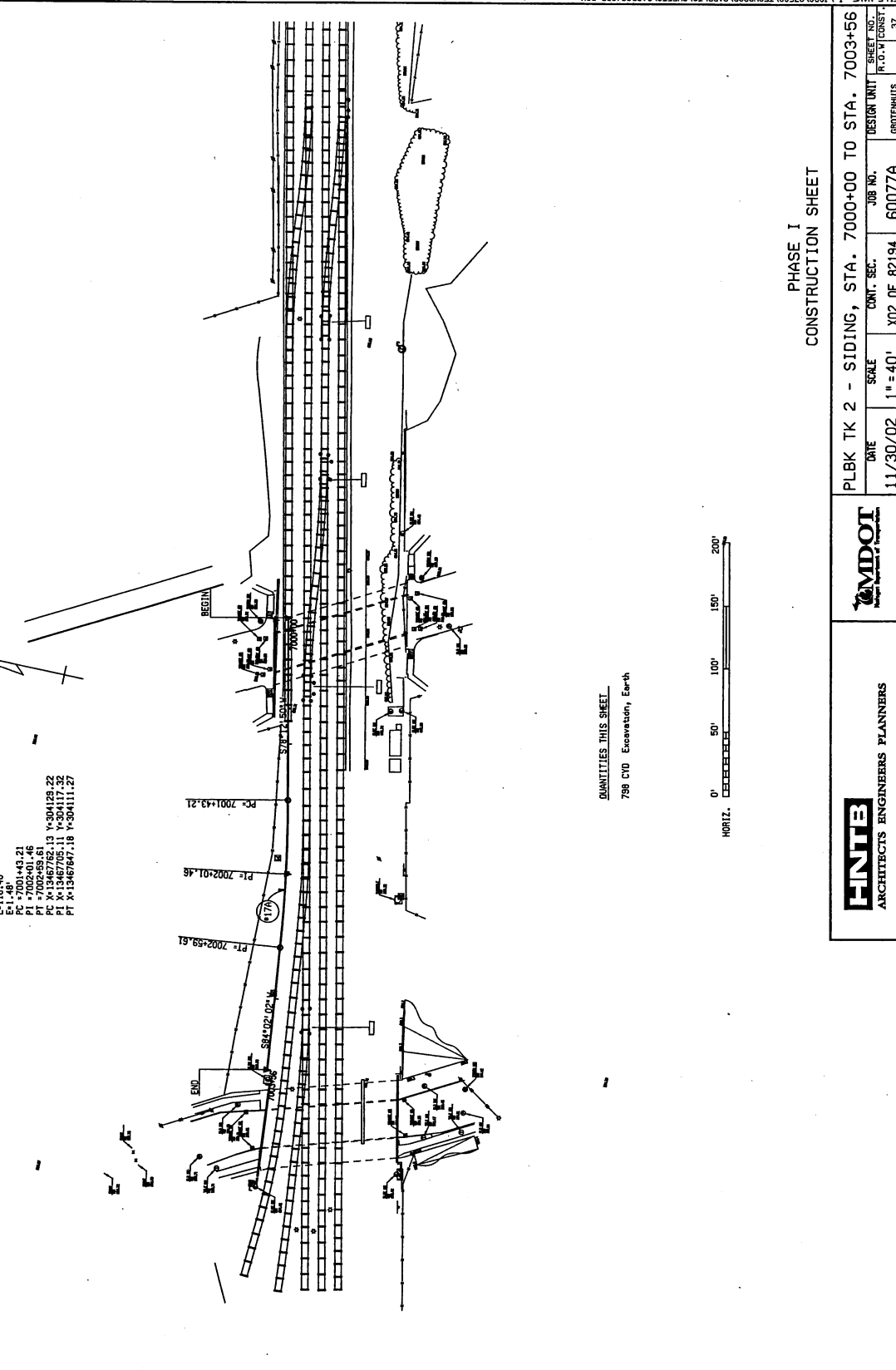
QUANTITIES THIS SHEET
 2940 CYD Excavation, Earth



FILE NAME: J:\085\27569\TECH\ROAD\ROAD\X\3\SHEETS\3\6\F00\CP\1.DGN	DATE:	WORKED ON BY: JHM	DATE:	CHECKED BY: JLK	DATE:
DATE: 11/30/02	DATE: 12/2/2004	DATE: 3:36:48 PM	DATE:	DATE:	DATE:
PLT DATE: 12/2/2004	DATE:	DATE:	DATE:	DATE:	DATE:

FINL. R.O.V.					
REVISION					
DATE					
NO.					

FULLBACK TRACK 2 SPIR
 CURVE DATA
 AS-PC=7000+00.00, RT
 R=1145.32'
 L=89.25'
 L=116.40'
 PC=7001+43.21
 PT=7002+01.46
 PI=7002+59.51
 PT=7003+02.02
 PT X=1346775.11 Y=304117.32
 PT X=1346787.18 Y=304111.27



QUANTITIES THIS SHEET
 798 CYD Excavation, Ear-h

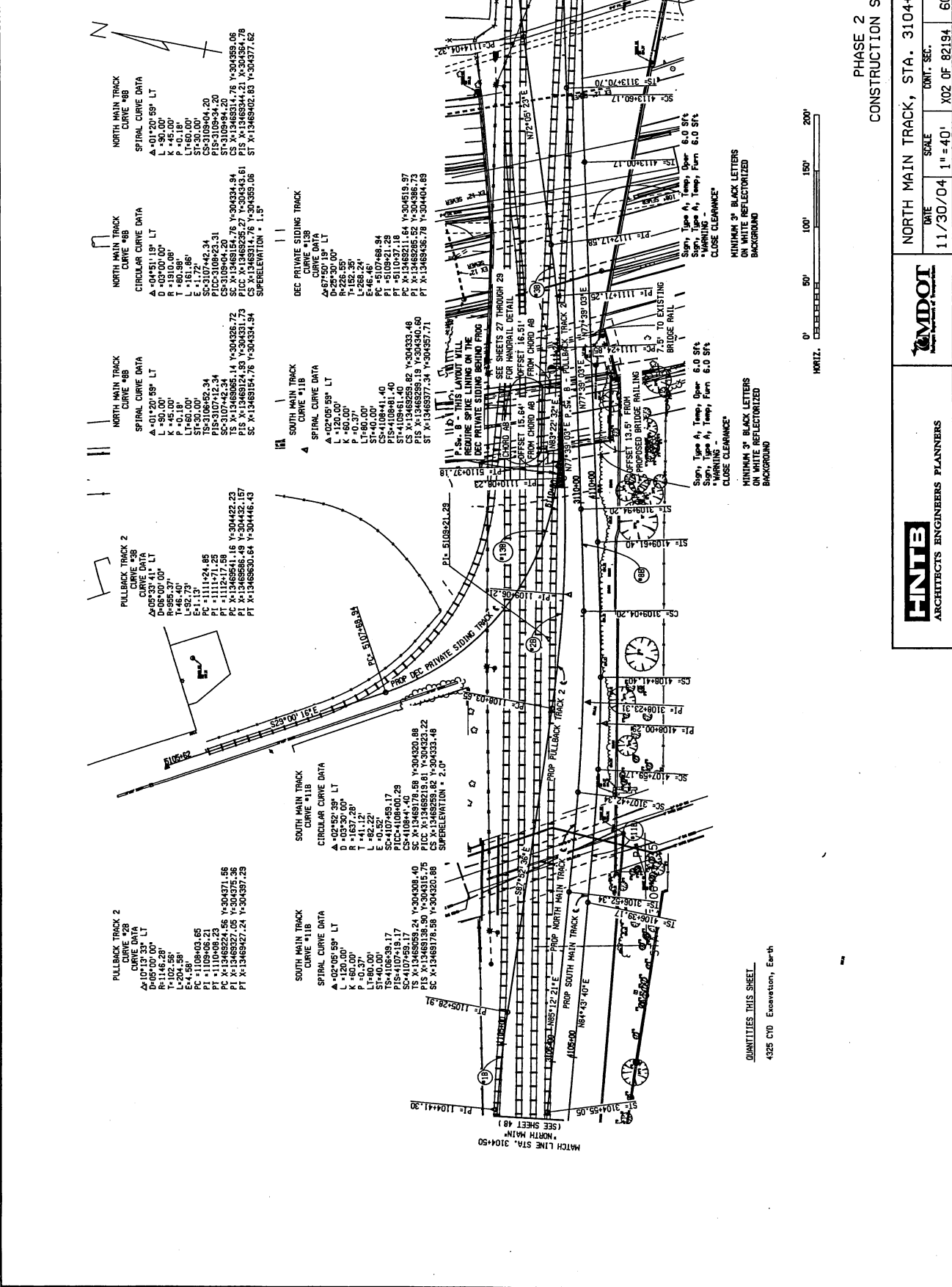
PHASE I
 CONSTRUCTION SHEET

DATE	SCALE	CONTR. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/02	1" = 40'	X02 OF 82194	60077A	R.O.V. CONST.	37

MDOT
 Michigan Department of Transportation

HNTE
 ARCHITECTS ENGINEERS PLANNERS

NO.	DATE	NO.	BY	REVISION



PULLBACK TRACK 2
 CURVE #88
 SPIRAL CURVE DATA
 Δ=05°33'41" LT
 L=90.00'
 P=40.18'
 T=80.98'
 L=161.88'
 E=11.72'
 ST=30.00'
 TS=310742.34
 CS X=1346954.16 Y=30442.23
 SC X=1346954.16 Y=30442.23
 PT X=1346954.16 Y=30442.23

NORTH MAIN TRACK
 CURVE #89
 SPIRAL CURVE DATA
 Δ=01°20'59" LT
 L=90.00'
 P=40.18'
 T=80.98'
 L=161.88'
 E=11.72'
 ST=30.00'
 TS=310994.20
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

NORTH MAIN TRACK
 CURVE #89
 CIRCULAR CURVE DATA
 Δ=01°20'59" LT
 D=90.00'
 R=45.00'
 L=161.88'
 E=11.72'
 ST=30.00'
 TS=310994.20
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

SOUTH MAIN TRACK
 CURVE #118
 SPIRAL CURVE DATA
 Δ=02°05'59" LT
 L=120.00'
 P=40.37'
 T=80.98'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

SOUTH MAIN TRACK
 CURVE #118
 CIRCULAR CURVE DATA
 Δ=02°05'59" LT
 D=120.00'
 R=60.00'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

SOUTH MAIN TRACK
 CURVE #119
 SPIRAL CURVE DATA
 Δ=02°05'59" LT
 L=120.00'
 P=40.37'
 T=80.98'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

SOUTH MAIN TRACK
 CURVE #119
 CIRCULAR CURVE DATA
 Δ=02°05'59" LT
 D=120.00'
 R=60.00'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

DEC PRIVATE SIDING TRACK
 CURVE #138
 SPIRAL CURVE DATA
 Δ=02°05'59" LT
 L=120.00'
 P=40.37'
 T=80.98'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

DEC PRIVATE SIDING TRACK
 CURVE #138
 CIRCULAR CURVE DATA
 Δ=02°05'59" LT
 D=120.00'
 R=60.00'
 L=241.37'
 E=10.52'
 ST=40.00'
 TS=410841.40
 CS X=1346954.16 Y=30433.94
 SC X=1346954.16 Y=30433.94
 PT X=1346954.16 Y=30433.94

PHASE 2
 CONSTRUCTION SHEET

NORTH MAIN TRACK, STA. 3104+50 TO STA. 3114+50

DATE	SCALE	CONT. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.	R.O.V. CONST.
11/30/04	1" = 40'	X02 OF 82194	60077A	STATIONMETS	49	

HNTB
 ARCHITECTS ENGINEERS PLANNERS

MDOT
 MICHIGAN DEPARTMENT OF TRANSPORTATION

QUANTITIES THIS SHEET
 4325 CY Excavation, Earth

DATE	NO.	REVISION

DATE: 11/30/04 1:05:11 PM

FILE NAME: J:\JOBS\27569\TECH\PROJ\ROAD\1\3\SHEETS\3\60\1\83\CP.RGN CHECKED BY: JLK WORKED ON BY: JMM DATE: 11/30/04 1:05:11 PM



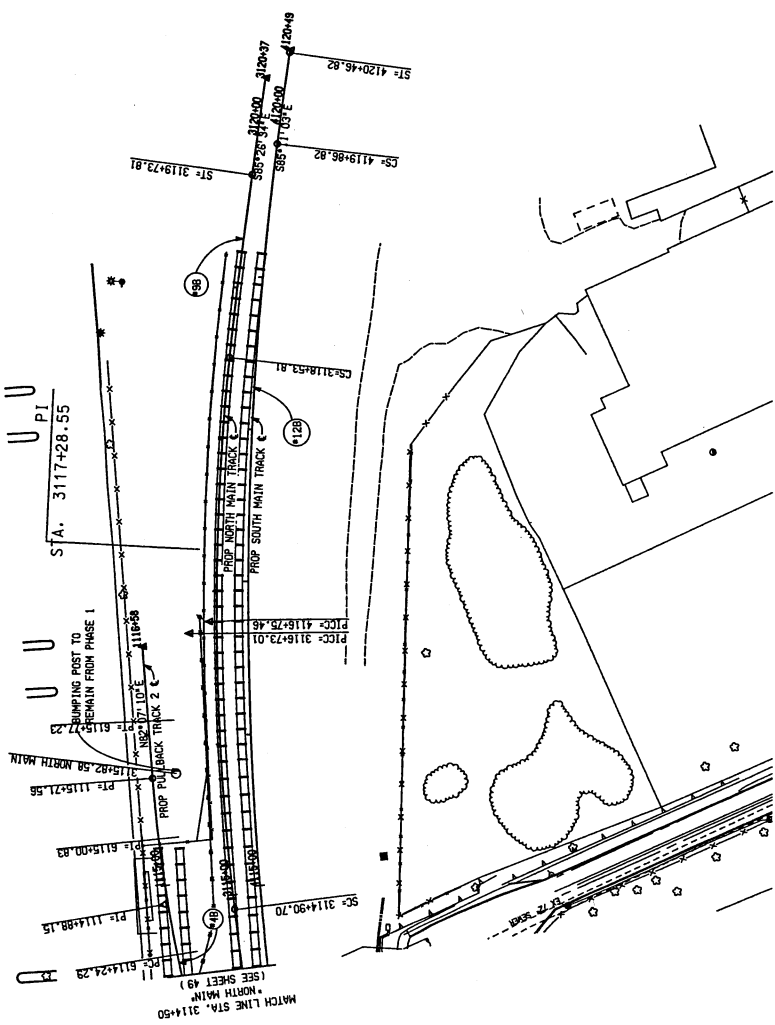
NORTH MAIN TRACK CURVE #58
 SPIRAL CURVE DATA
 A=02°05'59" RT
 L=120.00'
 K=80.00'
 P=187.28'
 L=82.11'
 S1=40.00'
 S2=31.8433.81
 CS=311843.01
 TS=311843.01
 SC=3114490.70
 ST X=1346886.14 Y=304482.37
 PIS X=1347006.54 Y=304475.25
 PTC X=1347006.54 Y=304475.25
 CS X=1346886.14 Y=304482.37
 SC X=1346886.14 Y=304482.37
 SUPERELEVATION = 2.0

NORTH MAIN TRACK CURVE #59
 SPIRAL CURVE DATA
 A=12°42'25" RT
 L=120.00'
 K=80.00'
 P=187.28'
 L=82.11'
 S1=40.00'
 S2=31.8433.81
 CS=311843.01
 TS=311843.01
 SC=3114490.70
 ST X=1346886.14 Y=304482.37
 PIS X=1347006.54 Y=304475.25
 PTC X=1347006.54 Y=304475.25
 CS X=1346886.14 Y=304482.37
 SC X=1346886.14 Y=304482.37
 SUPERELEVATION = 2.0

NORTH MAIN TRACK CURVE #58
 SPIRAL CURVE DATA
 A=02°05'59" RT
 L=120.00'
 K=80.00'
 P=187.28'
 L=82.11'
 S1=40.00'
 S2=31.8433.81
 CS=311843.01
 TS=311843.01
 SC=3114490.70
 ST X=1346886.14 Y=304482.37
 PIS X=1347006.54 Y=304475.25
 PTC X=1347006.54 Y=304475.25
 CS X=1346886.14 Y=304482.37
 SC X=1346886.14 Y=304482.37
 SUPERELEVATION = 2.0

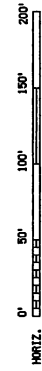
NORTH MAIN TRACK CURVE #12B
 CIRCULAR CURVE DATA
 A=15°39'54" RT
 D=02°30'00"
 R=232.01'
 L=62.65'
 L1=40.00'
 S1=20.00'
 S2=41.1340.17
 CS=411340.17
 TS=411340.17
 SC=411340.17
 ST X=1346976.95 Y=304430.16
 PIS X=1347006.54 Y=304439.71
 PTC X=1347006.54 Y=304439.71
 CS X=1346976.95 Y=304430.16
 SC X=1346976.95 Y=304430.16
 SUPERELEVATION = 1.0

SOUTH MAIN TRACK CURVE #12B
 CIRCULAR CURVE DATA
 A=00°45'00" RT
 L=80.00'
 K=80.00'
 P=80.00'
 L=40.00'
 S1=20.00'
 S2=41.1340.17
 CS=411340.17
 TS=411340.17
 SC=411340.17
 ST X=1347060.11 Y=304475.00
 PIS X=1347060.11 Y=304483.77
 PTC X=1347060.11 Y=304483.77
 CS X=1347060.11 Y=304475.00
 SC X=1347060.11 Y=304475.00
 SUPERELEVATION = 1.0



PULLBACK TRACK 2 CURVE #8
 CURVE DATA
 A=10°01'48" RT
 L=100.00'
 K=85.37'
 P=83.83'
 L=67.24'
 EC=1114404.32
 FC=1114404.32
 PT=111571.56
 Y=304653.86
 PT X=1346886.14 Y=304653.86
 PT Y=304653.86
 PT X=1346886.14 Y=304653.86
 PT Y=304653.86
 PT X=1346886.14 Y=304653.86

QUANTITIES THIS SHEET
 2441 CTD Excavation, Earth



PHASE 2
 CONSTRUCTION SHEET

DATE	SCALE	CONT. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	GROTEHHUIS	50

MDOT
 ARCHITECTS ENGINEERS PLANNERS

NORTH MAIN TRACK, STA. 3114+50 TO STA. 3120+37

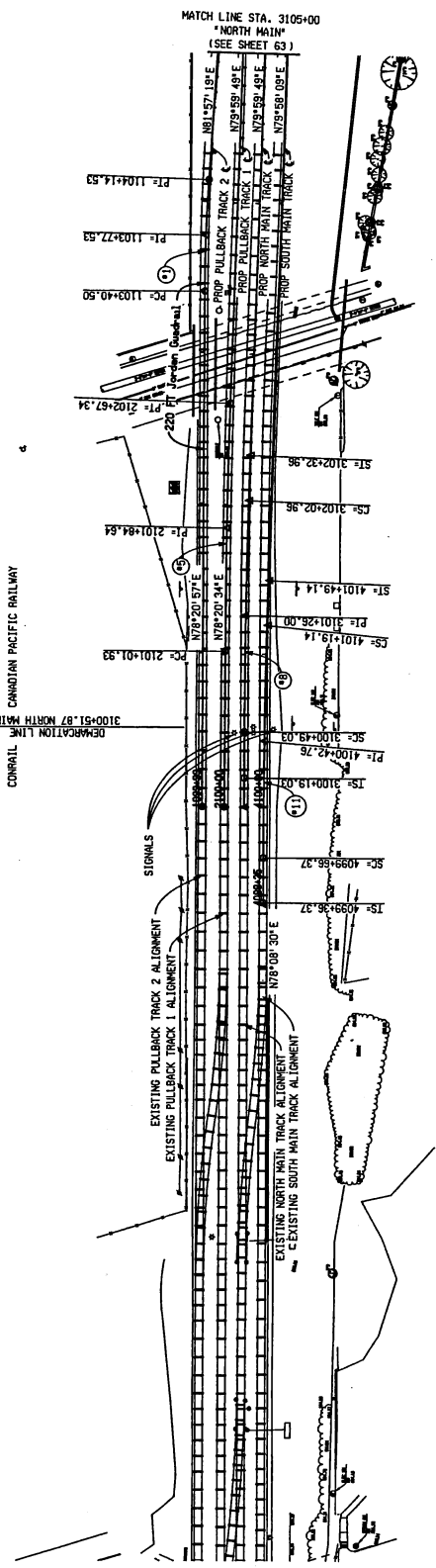
DATE	NO.	REVISION

PULLBACK TRACK 2
 CURVE #1
 SPIRAL CURVE DATA
 A = 00'00" 00" RT
 L = 30.00'
 K = 15.00'
 P = 0.01'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

PULLBACK TRACK 1
 CURVE #5
 SPIRAL CURVE DATA
 A = 01'31" 40" RT
 L = 30.00'
 K = 15.00'
 P = 0.01'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

NORTH MAIN TRACK
 CURVE #8
 SPIRAL CURVE DATA
 A = 00'09" 00" RT
 L = 30.00'
 K = 15.00'
 P = 0.01'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

NORTH MAIN TRACK
 CURVE #8
 CIRCULAR CURVE DATA
 A = 00'09" 00" RT
 D = 30.00'
 R = 5729.65'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'



SOUTH MAIN TRACK
 CURVE #11
 SPIRAL CURVE DATA
 A = 00'09" 00" RT
 L = 30.00'
 K = 15.00'
 P = 0.01'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

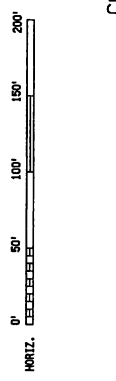
SOUTH MAIN TRACK
 CURVE #11
 CIRCULAR CURVE DATA
 A = 01'31" 40" RT
 D = 30.00'
 R = 5729.65'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

SOUTH MAIN TRACK
 CURVE #11
 SPIRAL CURVE DATA
 A = 00'09" 00" RT
 L = 30.00'
 K = 15.00'
 P = 0.01'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

SOUTH MAIN TRACK
 CURVE #11
 CIRCULAR CURVE DATA
 A = 00'09" 00" RT
 D = 30.00'
 R = 5729.65'
 T = 76.97'
 L = 152.77'
 E = 0.51'
 PICS = 4093+66.37
 SC = 4093+66.37
 TS = 4101+19.14
 ST = 4101+19.14
 CS = 4101+19.14
 SUPERELEVATION = 0.5'

AT DEMERATION LINE, PROPOSED TRACK
 OFFSET FROM EXISTING IS AS FOLLOWS:
 PULLBACK TRACK 1 = 0.00'
 NORTH MAIN TRACK = 0.00'
 SOUTH MAIN TRACK = 0.51'

QUANTITIES THIS SHEET
 4360 Ton Dense-Graded Aggregate 21A
 4455 CY Excavation, Earth
 220 FT Jordan Guard-rail



FINAL
 CONSTRUCTION SHEET

DATE	SCALE	COM. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	GROTEENHUIS	62

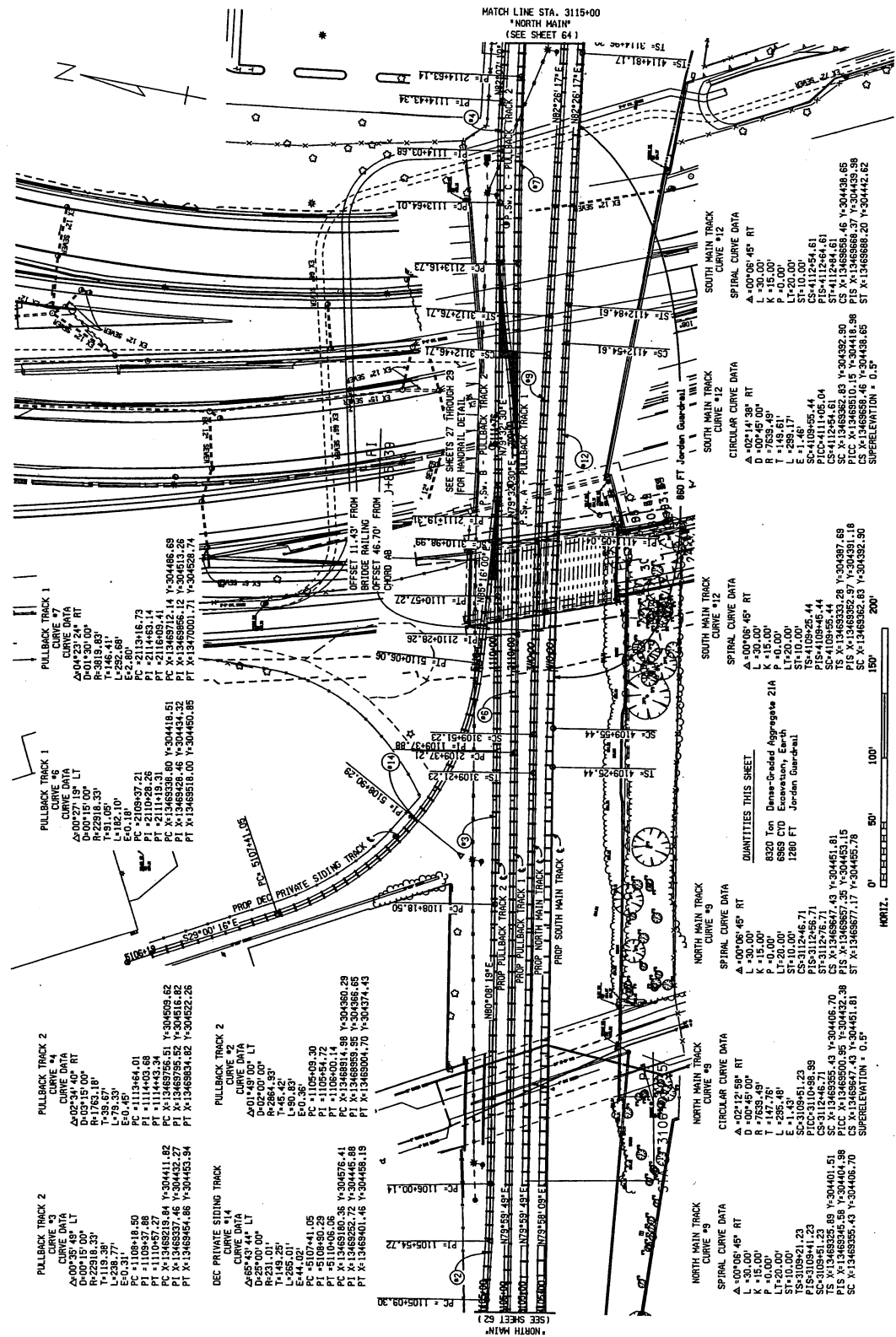
MDOT
 ARCHITECTS ENGINEERS PLANNERS

NORTH MAIN TRACK, STA. 3100+00 TO STA. 3105+00

DATE	REVISION	BY

FINAL R.D.V.
 DATE: 11/30/04
 JOB NO.: 60077A
 DESIGN UNIT: CRETENHUIS
 SHEET NO.: 63

FILE NAME: J:\085\27569\TECH\RD\CHDV\3\SHEETS\3\MR282CPR.DGN
 CHECKED BY: JLC
 DATE: 11/30/04
 WORKED ON BY: JHM
 DATE: 11/30/04
 PLT DATE: 12/17/2004 1:08:17 PM



FINAL CONSTRUCTION SHEET

NORTH MAIN TRACK, STA. 3105+00 TO STA. 3115+00
 DATE: 11/30/04
 SCALE: 1" = 40'
 JOB NO.: 60077A
 DESIGN UNIT: CRETENHUIS
 SHEET NO.: 63



HNTB
 ARCHITECTS ENGINEERS PLANNERS

QUANTITIES THIS SHEET
 6320 Tons Dense-Graded Aggregate 21A
 6828 C.Y. Earth, Earth
 1280 FT. Jordan Guardrail

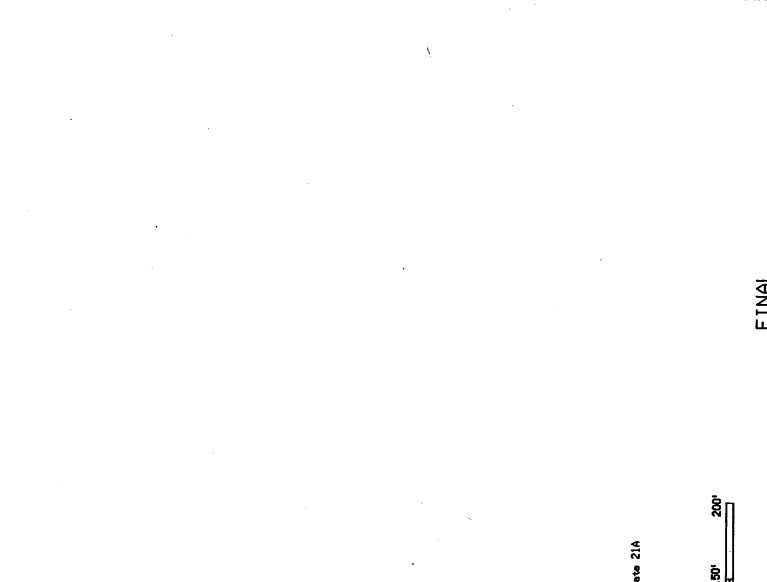
VERT. 0' 50' 100' 150' 200'

SPIRAL CURVE DATA
 A=0°06'45" RT
 D=30.00'
 K=15.00'
 L=15.00'
 P=10.00'
 T=10.00'
 E=1.43'
 TS=3109+21.23
 SC=3109+51.23
 ST=3109+81.23
 PIS=3112+66.71
 CS=3112+66.71
 SC X=1346855.43 Y=30406.70
 ST X=1346857.17 Y=30405.78
 SUPERELEVATION = 0.5'

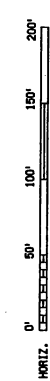
CIRCULAR CURVE DATA
 A=0°06'45" RT
 D=30.00'
 K=15.00'
 L=15.00'
 P=10.00'
 T=10.00'
 E=1.43'
 TS=3109+21.23
 SC=3109+51.23
 ST=3109+81.23
 PIS=3112+66.71
 CS=3112+66.71
 SC X=1346855.43 Y=30406.70
 ST X=1346857.17 Y=30405.78
 SUPERELEVATION = 0.5'

NO.	DATE	NO.	REVISION

NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		NORTH MAIN TRACK CURVE #10		
SPIRAL CURVE DATA		CIRCULAR CURVE DATA		SPIRAL CURVE DATA		CIRCULAR CURVE DATA		SPIRAL CURVE DATA		CIRCULAR CURVE DATA		SPIRAL CURVE DATA		CIRCULAR CURVE DATA		SPIRAL CURVE DATA		CIRCULAR CURVE DATA		SPIRAL CURVE DATA		CIRCULAR CURVE DATA		
A=0°56'59" RT	L=120.00'	A=0°13'11" RT	L=120.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	A=0°14'15" RT	L=90.00'	
K=60.00'	P=0.34'	R=1763.18'	T=180.52'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	K=60.00'	P=0.18'	
L=120.00'	TS=311496.30	L=126.69'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'	ST=311849.25	L=60.00'
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QUANTITIES THIS SHEET
 1468 Ton Dense-Graded Aggregate 21A
 3189 LFD Embankment, Earth
 330 LFT Fence, Posting



FINAL
 CONSTRUCTION SHEET

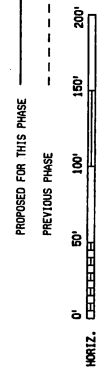
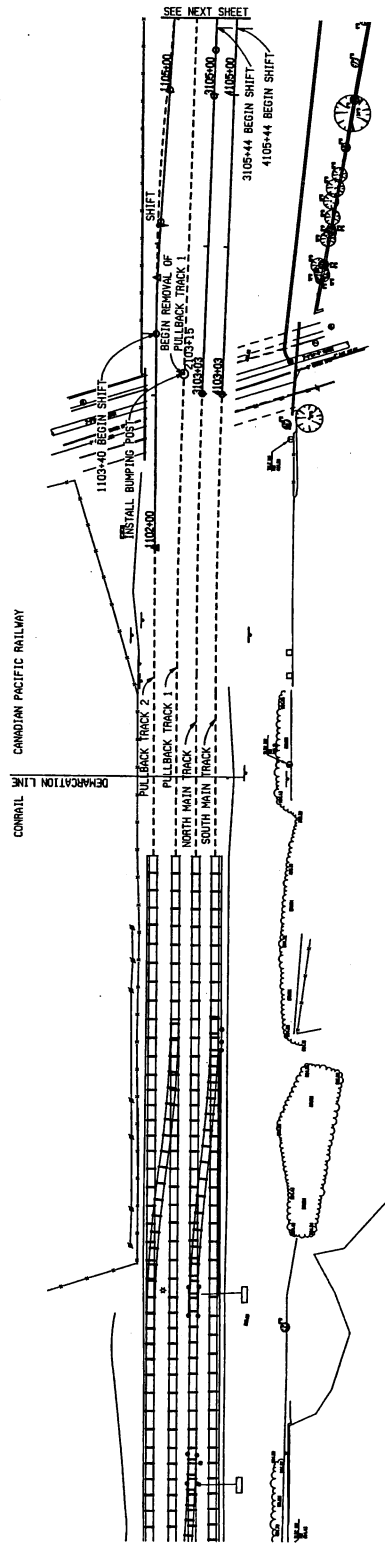
DATE	SCALE	CONV. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	PROTENNUS	64

MDOT
 Michigan Department of Transportation

HNTE
 ARCHITECTS ENGINEERS PLANNERS

NO.	DATE	BY	REVISION

FILE NAME: J:\JOBS\2759\TECH\PROV\CAD\13\SHEETS\3AGMT01.CPL.DGN
 CHECKED BY: JLK
 DATE: 11/30/04
 WORKED ON BY: JHM
 DATE: 11/30/04
 PLOT DATE: 12/17/2004 1:07:23 PM



MAINTAINING TRAFFIC

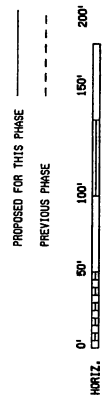
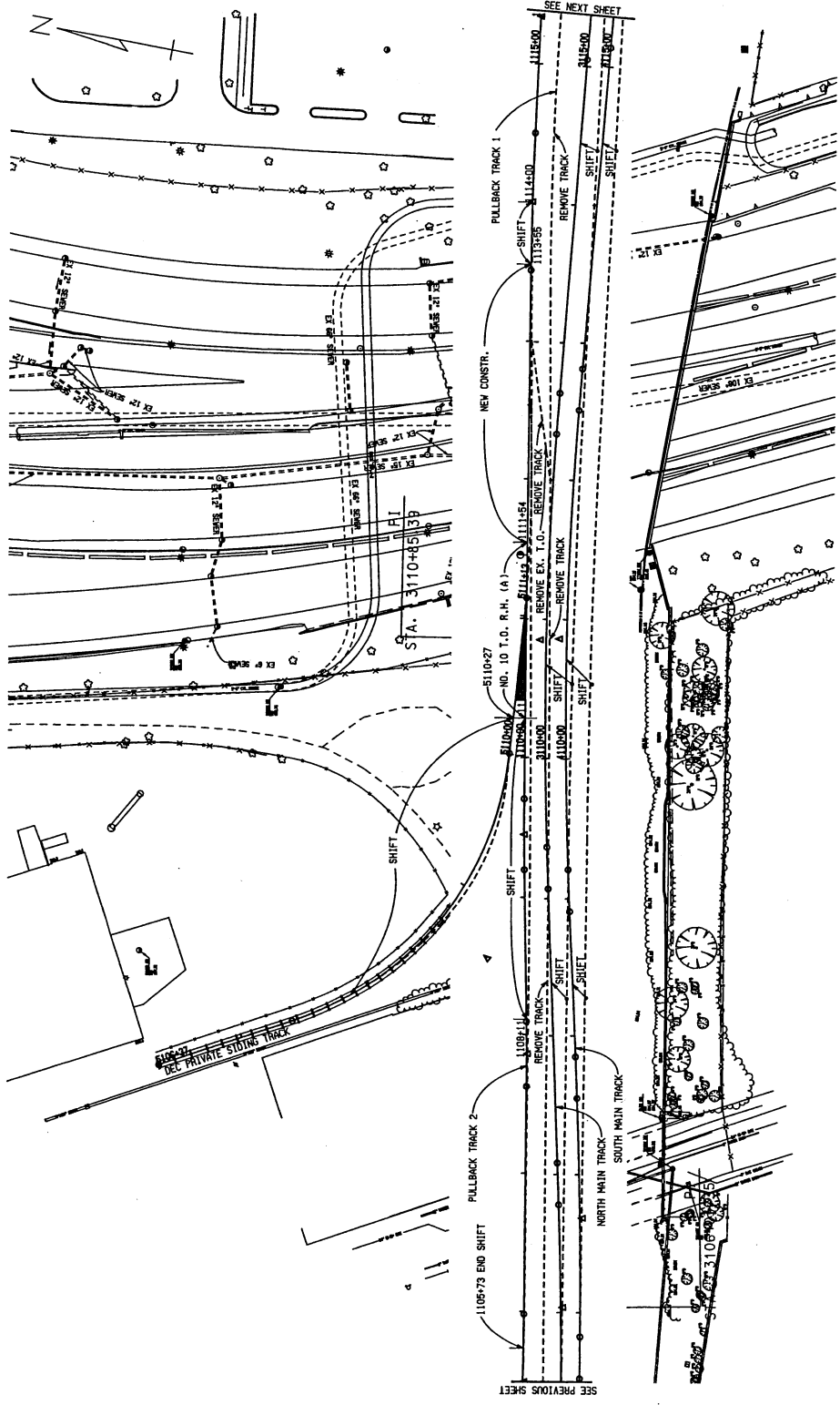
DATE	SCALE	CONV. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	GROENHUIS	76

HNTB
 ARCHITECTS ENGINEERS PLANNERS

MDOT
 MICHIGAN DEPARTMENT OF TRANSPORTATION

FINAL D.D.V.	
DATE	REVISION

FILE NAME: J:\08S\27569\TECH\RD0\T3\SHEETS\36DW1002CPR.DGN CHECKED BY: JLK WORKED ON BY: JMM DATE: DATE: PLOT DATE: 12/1/2004 1:07:29 PM



MAINTAINING TRAFFIC

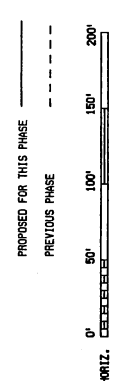
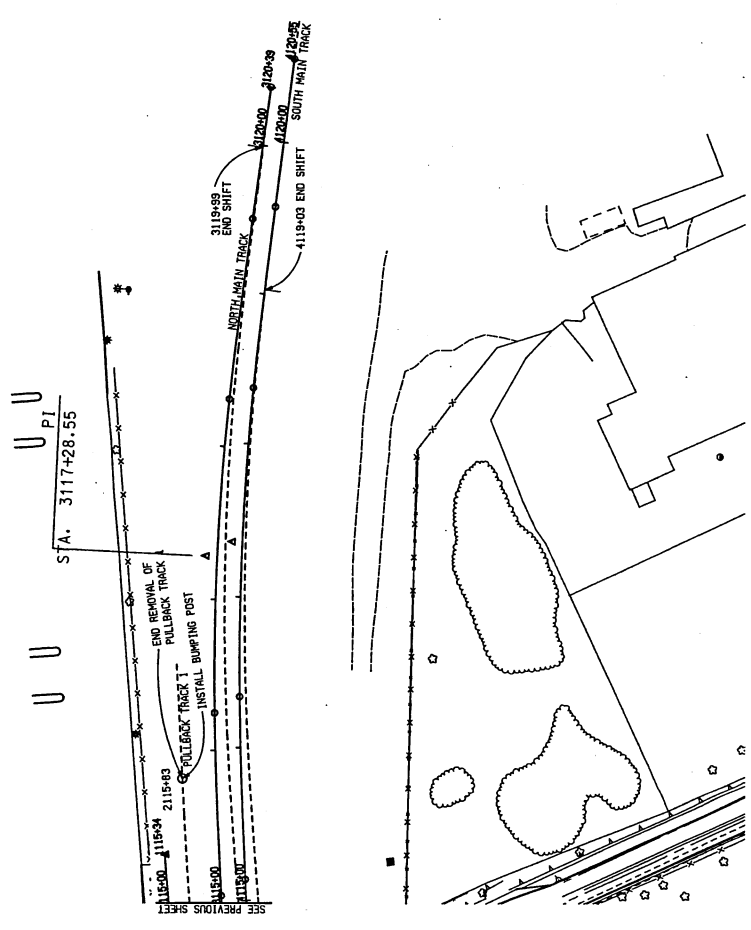
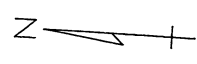
DATE	SCALE	CONV. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	PROTENNIS	77

MDOT
Michigan Department of Transportation

HNTB
ARCHITECTS ENGINEERS PLANNERS

MAINTENANCE OF TRAIN TRAFFIC - PHASE 1

NO.	DATE	NO.	REVISION

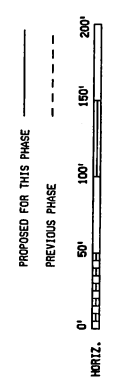
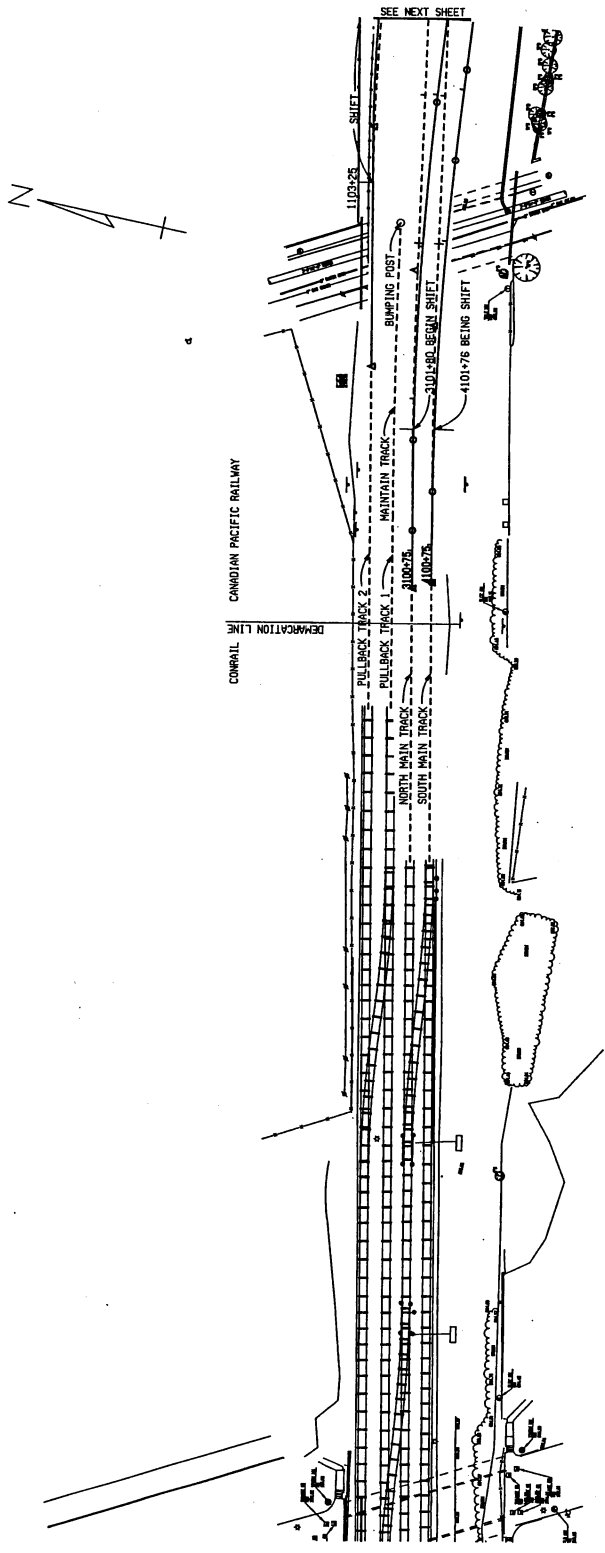


MAINTAINING TRAFFIC

MDOT Michigan Department of Transportation		DATE	SCALE	CONV. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
HNTB ARCHITECTS ENGINEERS PLANNERS		11/30/04	1" = 40'	X02 OF 82194	60077A	PROTEINUS	78
MAINTENANCE OF TRAIN TRAFFIC - PHASE 1							

FILE NAME: J:\085\27569\TECH\RD\CD\001\3\SHEETS\3A\HNTB\3CPR.DGN CHECKED BY: JLK DATE: WORKED ON BY: JMK DATE: PLOT DATE: 12/1/2004 1:07:37 PM

FINN, S.O.V.	
DATE	REVISION



MAINTAINING TRAFFIC

DATE	SCALE	CONT. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	H.C.W. CONS.	79

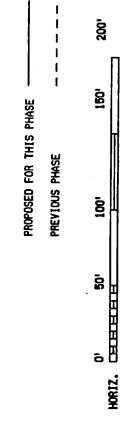
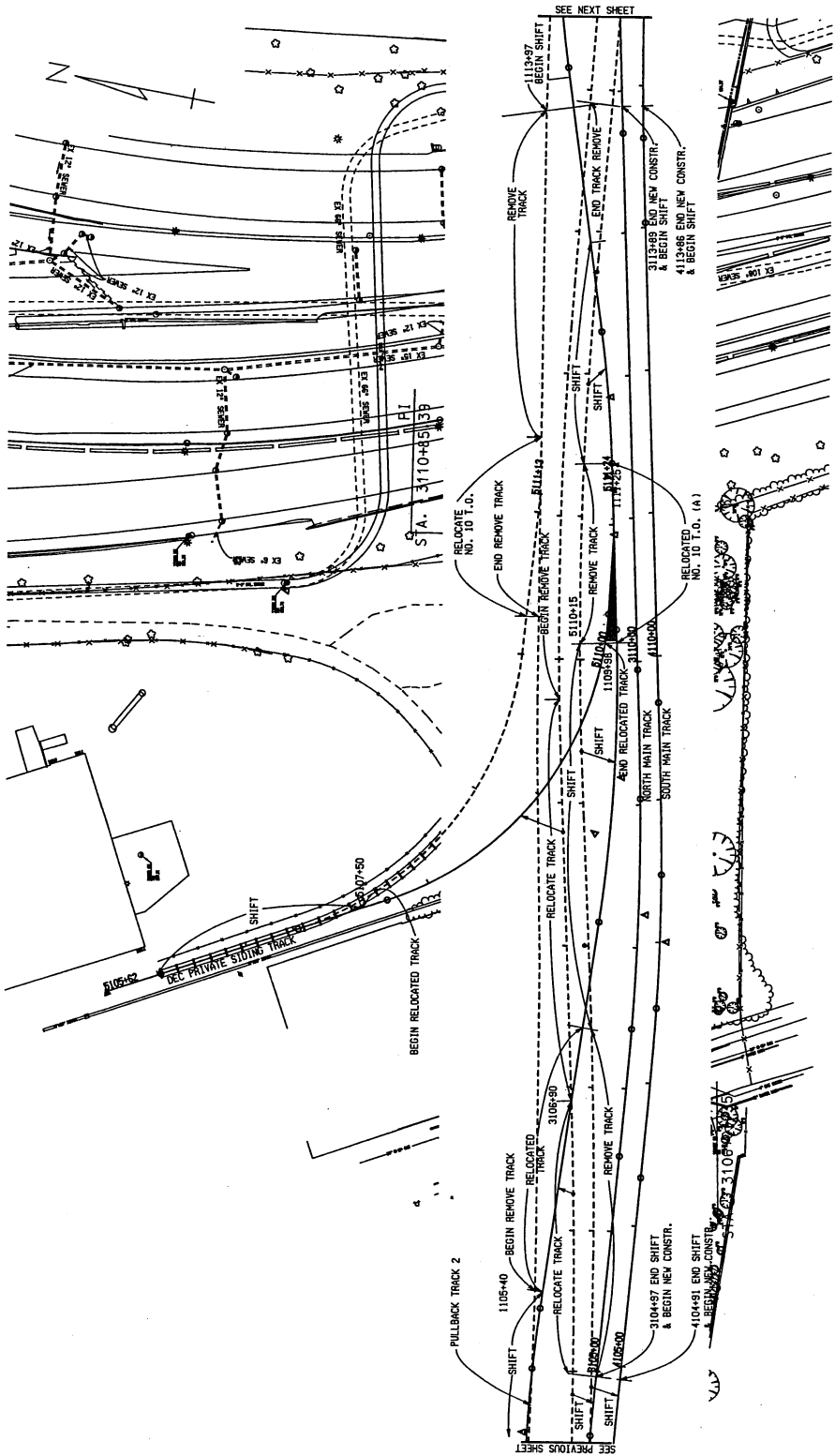
HNTB
ARCHITECTS ENGINEERS PLANNERS

MDOT
Michigan Department of Transportation

NO.	DATE	NO.	REVISION

DATE	NO.	REVISION

FILE NAME: J:\J085\27569\TECH\PROJ\CADD\N\TA\SHEETS\36MHT\02CPR.DGN
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 DATE: 11/30/04 1:07:51 PM



MAINTAINING TRAFFIC

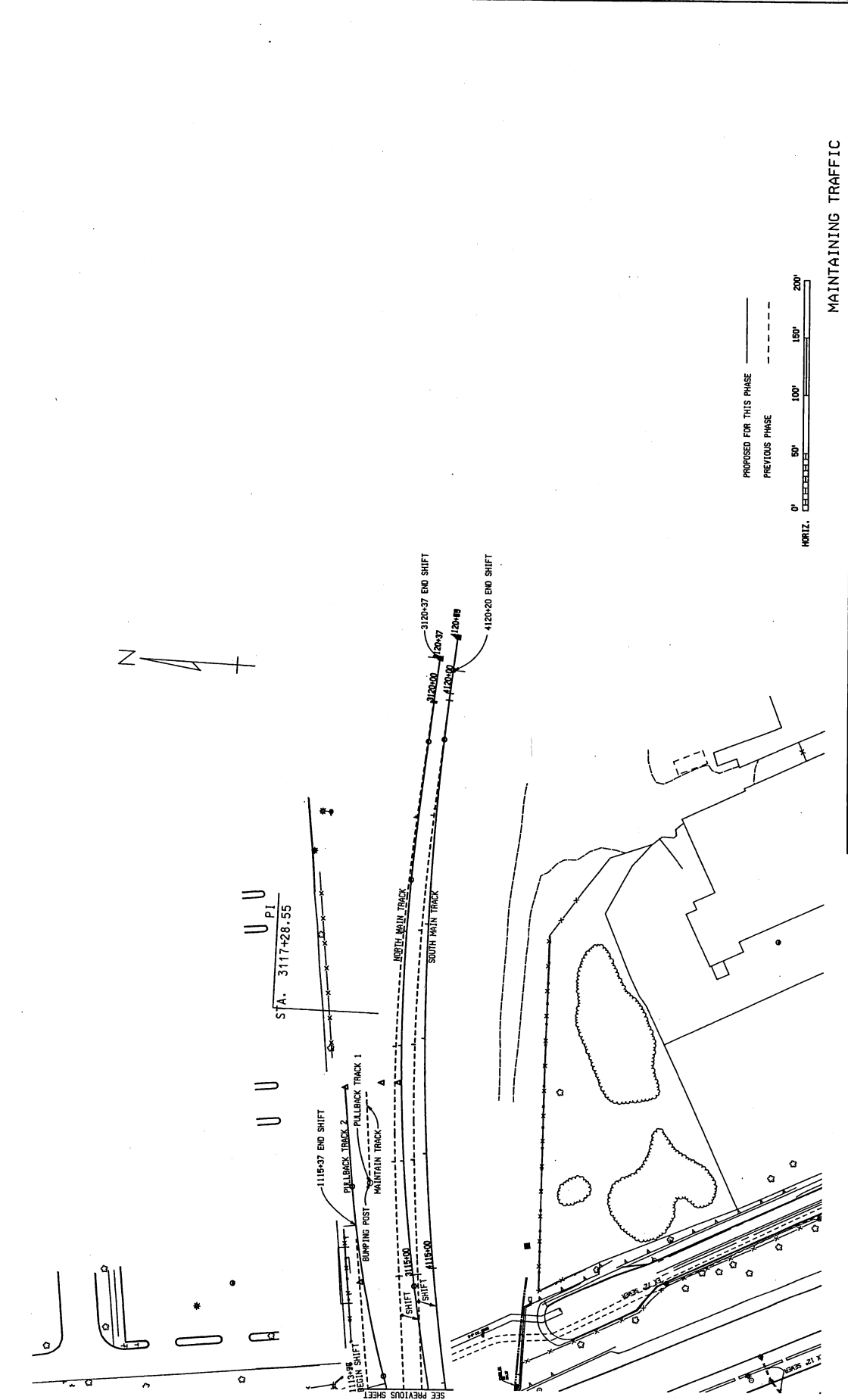
DATE	SCALE	CONT. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	PROTECHNUS	80



HNTB
 ARCHITECTS ENGINEERS PLANNERS

MAINTENANCE OF TRAIN TRAFFIC - PHASE 2

NO.	DATE	BY	REVISION
1			FINAL P.L.O.V.
2			
3			
4			
5			



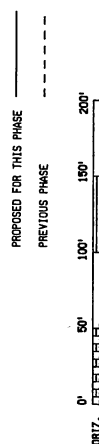
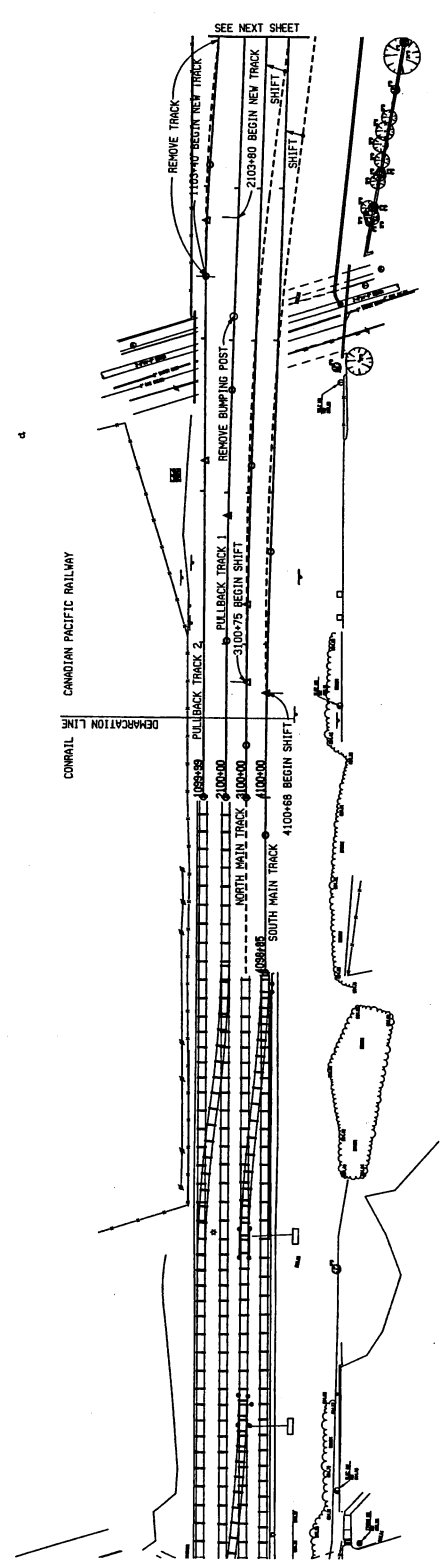
DATE		11/30/04	SCALE	1" = 40'	CONV. SEC.	X02 OF 82194	JOB NO.	60077A	DESIGN UNIT	PROENMUTS	SHEET NO.	81
MAINTENANCE OF TRAIN TRAFFIC - PHASE 2												

HNTB
ARCHITECTS ENGINEERS PLANNERS

MDOT
MICHIGAN DEPARTMENT OF TRANSPORTATION

MAINTAINING TRAFFIC

FILE NAME: J:\JOB5\27569\TECH\ROD\CADD\13\SHEETS\3\MH\201\CP\1.DGN	CHECKED BY: JLK	DATE: _____	WORKED ON BY: JHM	DATE: _____	PLOT DATE: 12/17/2004 1:08:06 PM
DATE	DATE	DATE	DATE	DATE	DATE
NO.	NO.	NO.	NO.	NO.	NO.
BY	BY	BY	BY	BY	BY
REVISION	REVISION	REVISION	REVISION	REVISION	REVISION
1	2	3	4	5	6



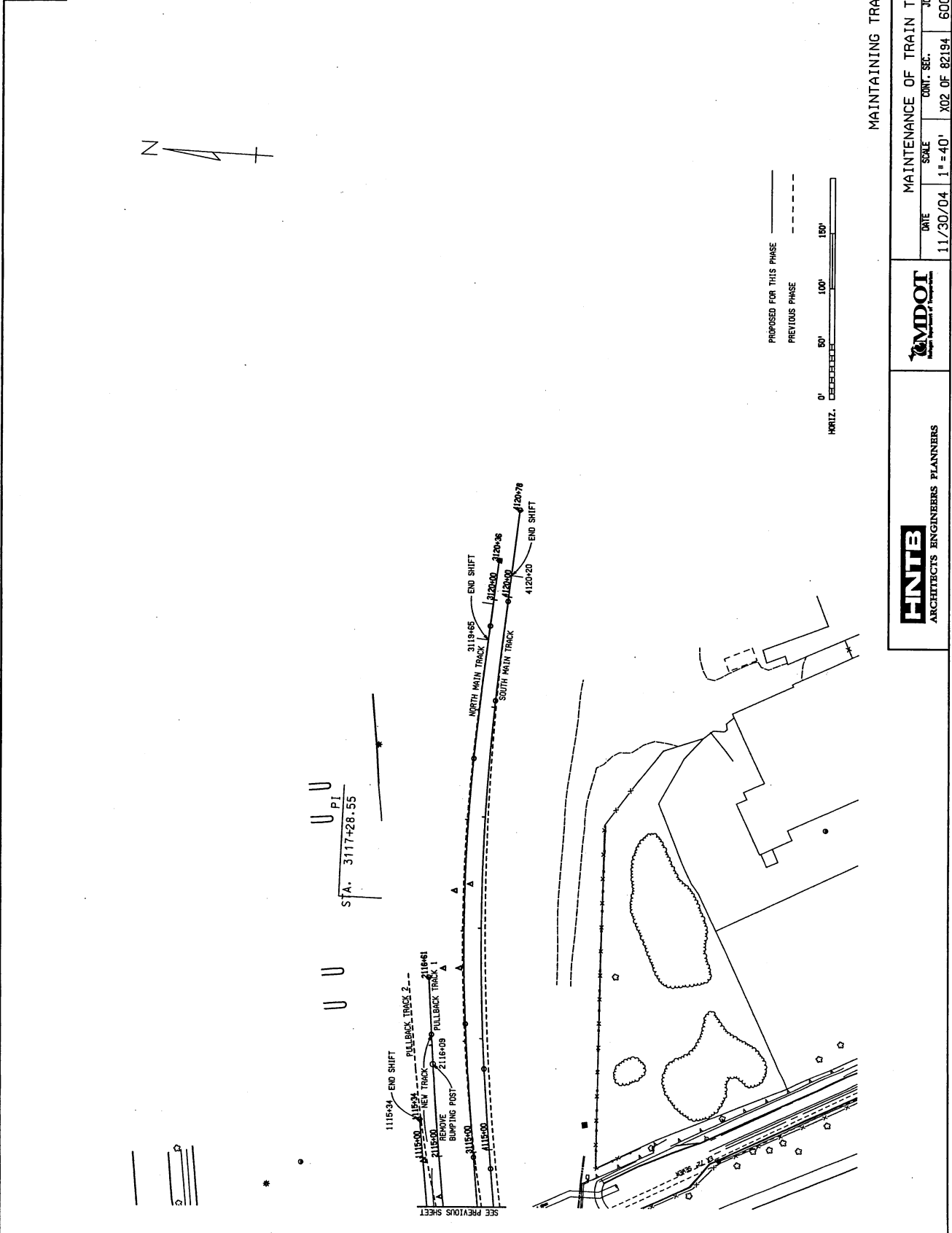
MAINTAINING TRAFFIC

DATE	SCALE	CON. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	CROTENNAUIS	82
MAINTENANCE OF TRAIN TRAFFIC - FINAL				DESIGN UNIT	SHEET NO.
				CROTENNAUIS	82

MDOT
Michigan Department of Transportation

HNTE
ARCHITECTS ENGINEERS PLANNERS

DATE	NO.	REVISION



MAINTAINING TRAFFIC

DATE	SCALE	CON. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	GROENHAUIS	84

MDOT
 ARCHITECTS ENGINEERS PLANNERS

DATE	SCALE	CON. SEC.	JOB NO.	DESIGN UNIT	SHEET NO.
11/30/04	1" = 40'	X02 OF 82194	60077A	GROENHAUIS	84



September 8, 2004

Mr. Steven M. Rapp, P.E.
Railroad Separations Engineer
Michigan DOT
P.O. Box 30050
Lansing, MI 48909

RE: Detroit, MI – Ambassador Gateway Project, CPR over West Service Drive of I-75
& I-96, Michigan Line, LC 50-5204, MP 2.02 to 2.3±, WO# M22190

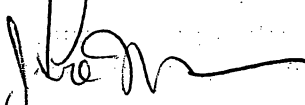
Dear Mr. Rapp:

In reference to your email of August 11, 2004, the following is our Force Account Estimate for the subject project:

Construction Engineering & Inspection		
Inspection	(50 days @ \$560.00/day)	\$ 28,000.00
Subsistence / Expenses Incident (auto, meals, etc.)		\$ 5,500.00
Communication & Signals		
Engineering	(4 days @ \$625.00/day)	\$ 2,500.00
Protection of signals	(100 days @ \$400.00/day)	\$ 40,000.00
Testing of signals	(30 days @ \$400.00/day)	\$ 12,000.00
Subsistence / Expenses Incident (auto, meals, etc.)		\$ 5,000.00
Signal relocation (1 signal)		\$ 5,000.00
Accounting and Billing (1% of total)		<u>\$ 980.00</u>
		\$ 98,980.00

Should you have any questions, please feel free to call.

Sincerely,



J. Leo McGlynn, P.E.
Director Design and Construction