

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)
the MICHIGAN STATE HIGHWAY DEPARTMENT)
for permission to construct a grade)
separation structure, carrying the)
New York Central and the Grand Trunk) RR-3226
Western Railroads over the Walter P.)
Chrysler Expressway and East Grand)
Boulevard (relocated), in Detroit,)
Michigan.)
_____)

At a session of the Michigan Public Service Commission held at its offices in the city of Lansing, Michigan, on September 17, 1964.

PRESENT: Hon. Peter B. Spivak, Chairman
Hon. John E. Tormey, Commissioner
Hon. George Washington, Commissioner

SEPARATION OF GRADES

Application was filed on August 19, 1964, by the Michigan State Highway Department, requesting approval and authorization to construct a grade separation structure, carrying the Walter P. Chrysler Expressway and East Grand Boulevard (relocated) under the tracks of the New York Central Railroad and adjacent tracks of the Grand Trunk Western Railroad, in Detroit, Michigan.

Submitted with the application is a copy of the Agreement dated August 10, 1964, as entered into by and between the Michigan State Highway Department, Board of County Road Commissioners of the County of Wayne, City of Detroit, Grand Trunk Western Railroad Company, Michigan Central Railroad Company, and the New York Central Railroad Company, Lessee of the Michigan Central Railroad, setting forth the understandings of each to the other for the construction and maintenance of the proposed project.

Attached to and made a part of the Agreement is Michigan State Highway Department Plan X05 of 82252A, Exhibits A, B, C, D, E, F, G and H, showing the general plan of site and structure of the proposed grade separation structure.

The Commission, after due consideration of the application, plans and agreement, FINDS that the proposed construction of the grade separation is in the interest of public safety and convenience and, therefore, said application should be granted and said plans and agreement approved.

IT IS THEREFORE ORDERED that permission shall be, and authority is, hereby granted to the Michigan State Highway Department to construct a grade separation structure, carrying the New York Central and the Grand Trunk Western Railroads over the Walter P. Chrysler Expressway and East Grand Boulevard (relocated), in Detroit, Michigan.

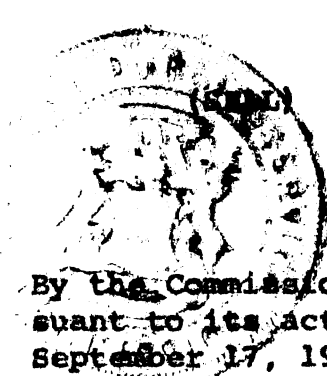
IT IS FURTHER ORDERED that the construction of the grade separation structure shall be in accordance with Michigan State Highway Department Plan X05 of 82252A, Exhibits A, B, C, D, E, F, G, H, and as per the terms of the Agreement as entered into by and between the Michigan State Highway Department, Board of County Road Commissioners of the County of Wayne, City of Detroit, Grand Trunk Western Railroad Company, Michigan Central Railroad Company and the New York Central Railroad Company, Lessee of the Michigan Central Railroad, dated August 10, 1964, which plans and agreement are hereby approved and made a part hereof.

MICHIGAN PUBLIC SERVICE COMMISSION

s/ PETER B. SPIVAK
Chairman

s/ JOHN E. TORMEY
Commissioner

s/ GEORGE WASHINGTON
Commissioner



By the Commission and pursuant to its action of September 17, 1964.

s/ NORMAN BERKOWITZ
Its Secretary

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THIS AGREEMENT, made this 10th day of August,
A. D., 1964, 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; the
GRAND TRUNK WESTERN RAILROAD COMPANY, a consolidated corporation organized and
existing under the laws of the States of Michigan and Indiana, hereinafter re-
ferred to as the GRAND TRUNK, party of the fourth part; THE MICHIGAN CENTRAL
RAILROAD COMPANY, a Michigan corporation, and THE NEW YORK CENTRAL RAILROAD COM-
PANY, a Delaware corporation, lessee of the Michigan Central railroad, said two
Railroad Companies being hereinafter referred to collectively as the NEW YORK
CENTRAL, party of the fifth part; said parties of the fourth and fifth parts
being hereinafter referred to subjectively and objectively as RAILROAD in the
singular and RAILROADS in the plural;

W I T N E S S E T H :

WHEREAS, pursuant to an agreement dated February 3, 1959, and
in conformity with existing laws, the PUBLIC AUTHORITIES have agreed to the
construction by the HIGHWAY DEPARTMENT of a limited access expressway in the
City of Detroit, County of Wayne, and State of Michigan, known as the Walter
P. Chrysler Expressway, hereinafter referred to as the Expressway, which will
extend from Jefferson Avenue and Randolph Street to Eight Mile Road in the City
of Detroit; and

WHEREAS, the proposed Expressway and East Grand Boulevard (relocated)

will cross the rights of way and below the tracks of the RAILROADS at a point near the intersection of East Grand Boulevard and Russell Street in the said City of Detroit; and

WHEREAS, the separation of railroad and Expressway grades at said proposed crossing of the Expressway with the rights of way and tracks of the RAILROADS 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 RAILROADS during the construction period, the removal, relocation and replacement of facilities of the RAILROADS, and the incidental work made necessary by such highway underpass construction, all herein from time to time referred to as the PROJECT, the maintenance, repair, replacement and renewal thereof, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual undertakings of the parties hereto, it is hereby agreed:

SECTION 1: Any and all financial obligations assumed by the HIGHWAY DEPARTMENT, the BOARD or the CITY, individually or collectively, (except as to future

maintenance, repair, replacement and renewal provided for in SECTION 20 hereof) under this Agreement are to be shared by the PUBLIC AUTHORITIES as outlined in said HIGHWAY DEPARTMENT - BOARD - CITY agreement dated February 3, 1959.

SECTION 2: 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 remove the existing grade separation structure carrying the tracks of the RAILROADS over existing East Grand Boulevard and will construct a highway underpass structure over the Expressway and over East Grand Boulevard (relocated) on the rights of way and below the tracks of the RAILROADS 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 properties of the RAILROADS, 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 involved to be suitable for railroad purposes.

SECTION 3: Each of the PUBLIC AUTHORITIES, by proper action in a manner provided by law, will adopt the lines shown on the profiles, maps and plans, hereto attached as Exhibits, as the profile fixing the level to which the proposed Expressway shall be depressed. Each RAILROAD hereby approves the track spacing and the horizontal clearances of the structure required to carry its tracks over said Expressway as shown on the Plans.

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

Exhibit A - General Plan of Site, showing present topography adjacent to and including the tracks of each RAILROAD, location of existing and proposed highway underpass structures and present right of way of each RAILROAD.

- Exhibit B - General Drawing - Plan, showing proposed right of way of the Expressway, and highway easement across the rights of way of the RAILROADS.
- Exhibit C - General Drawing - Profiles, showing present ground profile and proposed crown of roadway profile on center line of Expressway, proposed crown of roadway on center line of East Grand Boulevard (relocated) and existing and proposed profiles of the RAILROADS.
- Exhibit D - Construction Sequence (Stage I), showing provisions for the permanent and temporary tracks of the RAILROADS, track run-arounds on fill, temporary trestles, and the construction sequence for carrying out the PROJECT.
- Exhibit E - Construction Sequence (Stage II), showing provisions for the permanent and temporary tracks of the RAILROADS, temporary run-around on fill, temporary trestle, and the construction sequence for carrying out the PROJECT.
- Exhibit F - General Plan of Structure (3 sheets), showing general plan, elevation and sections of the proposed highway underpass structure, retaining wall details and highway and railroad clearances.
- Exhibit G - Estimated cost of the work to be performed by the GRAND TRUNK in conjunction with said PROJECT on a force account basis, covering all of its temporary track construction and removal, and removal and restoration of permanent tracks and appurtenances thereto.
- Exhibit H - Estimated cost of the work to be performed by the NEW YORK CENTRAL in conjunction with said PROJECT on a force account basis, covering all of its temporary track construction and removal, and removal and restoration of permanent tracks and appurtenances thereto.

SECTION 5: The PUBLIC AUTHORITIES will prepare, at no expense to the RAILROADS, all designs, detailed plans and specifications for the highway underpass structure and retaining walls, the temporary and permanent track work and trestles, and all grading, and alterations to existing drainage structures required therefor, and for the approaches and facilities providing for highway traffic, including drainage structures where required. Said designs, detailed plans and specifications shall be subject to the approval of the RAILROAD involved insofar as they affect the facilities of that 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: Each RAILROAD will prepare and furnish to the HIGHWAY DEPARTMENT an estimate of the cost and plan of the work to be performed by it on a force account basis, including the cost of the insurance specified in SECTION 13 hereof, and a separate estimate of the rates for the flagging services and/or other protective services and devices required for and performed and/or furnished by the respective RAILROAD to the Contractor during the construction of the PROJECT. The HIGHWAY DEPARTMENT, as agent for the PUBLIC AUTHORITIES, will reimburse each RAILROAD for the cost of the preparation of said estimates and plans and for the expense incurred in reviewing the project agreement, plans and proposal.

SECTION 7: 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 each RAILROAD, will award the contracts therefor, and, through the forces of the CITY, will exercise complete supervision and control over such construction. While work is being performed adjacent to, under or over its tracks,

the RAILROAD involved may place a competent engineer on the work, together with necessary assistants, at PROJECT expense to protect its interests. Said engineer of the RAILROAD involved, acting through the PUBLIC AUTHORITIES' PROJECT engineer, shall have the right to reject any or all work affecting the RAILROADS' interests which is not executed pursuant to, and in conformity with, the aforesaid plans and specifications.

SECTION 8: The HIGHWAY DEPARTMENT, through its agent the CITY, will require its Contractor to comply with the Supplemental Specifications (Special Provisions), approved by the RAILROADS and the PUBLIC AUTHORITIES, attached hereto and made a part hereof, and to bear all costs of protecting railroad traffic made necessary or occasioned by his operations, as set forth in said Supplemental Specifications (Special Provisions). Each RAILROAD agrees to furnish to the Contractor, at the sole expense of the Contractor, such switchtenders, flagmen, telegraph operators, conductors, pilots, watchmen or other protective services or devices as, in the opinion of the Chief Engineer of the RAILROAD involved, are required to insure safety and continuity of railroad traffic during the Contractor's operations. The HIGHWAY DEPARTMENT will, by appropriate contract provisions, require its Contractor to reimburse each RAILROAD for such services and devices promptly on receipt of bills, and agrees to withhold final payment to its Contractor until the RAILROAD involved has notified the HIGHWAY DEPARTMENT that all such bills have been settled. It is further expressly understood that no provisions of this paragraph, nor approval by the RAILROADS as to construction operations shall relieve the Contractor of any responsibility or liability whatsoever.

SECTION 9: The HIGHWAY DEPARTMENT, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through Contractors, the removal of the existing grade separation structure carrying the tracks of the RAILROADS over East Grand Boulevard, the construction of the highway underpass structure, and approaches, and retaining walls, the construction and removal of the temporary trestles, embankment and subballast for the diversion of the RAILROADS' trains during the

construction period, the removal of ballast placed by the RAILROADS, for temporary run-around tracks, grading for the reconstruction of the permanent tracks of the RAILROADS, the construction of highway and railroad drainage facilities where required, and all work incidental thereto, excepting the work agreed in SECTION 10 hereof to be performed by the RAILROADS.

SECTION 10: Each 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 facilities, including the removal, relocation, maintenance and reinstallation of existing duct lines, that may be necessitated by the PROJECT; and (b) Furnish all materials, including ballast, ties, rail, inner guard rails and fastenings, and perform all work involved in the construction, maintenance and removal of the temporary run-around tracks require for the operation of the RAILROADS' trains during the construction of the PROJECT, and the NEW YORK CENTRAL will bond the rails of the GRAND TRUNK track that the NEW YORK CENTRAL will be using temporarily during the first stage of the construction of the PROJECT; (except grading, sub-ballast and trestle work specifically covered by SECTION 9 hereof); and (c) Furnish all materials for and perform all work involved in the maintenance of the temporary trestle; and (d) Furnish all materials, including ballast and ties, rail and fastenings, and perform all work involved in the construction, maintenance and removal of the connecting tracks and switches on the RAILROADS' right of way for the temporary operation of the RAILROADS' trains during the construction of the PROJECT; and (e) Furnish all materials, including the furnishing and placing of ballast, ties, rail, inner guard rails and fastenings, and perform all work involved in the removal, alteration and reconstruction of the permanent tracks necessary to permit the construction of the PROJECT; and (f) Perform the checking of shop plans incident to the fabrication of steel work for said highway underpass structure. Each RAILROAD will credit the HIGHWAY DEPARTMENT with an amount equivalent to the normal maintenance expenditure for all of its tracks at the site of the PROJECT between the extremities of their respective tracks

at the points of the temporary track connections, but not to exceed their actual respective cost of maintaining the temporary and permanent tracks used by the RAILROADS between said temporary track connections during the construction of the PROJECT. Each RAILROAD will credit the HIGHWAY DEPARTMENT with the salvage value of all track material, communication and/or signal material used on a temporary basis during the construction of the PROJECT, and accepted by that RAILROAD for return to its stock. Such salvage value is to be computed in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 and amendments thereto of the BUREAU.

SECTION 11: Any work, necessitated by the PROJECT, involving temporary or permanent changes to any facilities of either RAILROAD, not specifically provided for in SECTIONS 6 and 10 hereof, shall be performed, at PROJECT expense, by one of the parties hereto, as may be mutually agreed upon from time to time during the progress of the work, and in conformity with the rules and regulations of the BUREAU as then in effect.

SECTION 12: Each RAILROAD will keep an accurate and detailed account of the costs and expenses incurred by it in the performance of the work which it herein agrees to undertake and perform. Said account shall be accessible for review and auditing by the HIGHWAY DEPARTMENT and by the BUREAU. All bills submitted to the HIGHWAY DEPARTMENT by the RAILROAD involved for any items of work performed, or materials or equipment furnished by it under the terms of this Agreement shall be prepared in accordance with the provisions of Policy and Procedure Memorandum No. 30-3 and amendments thereto of the BUREAU. The HIGHWAY DEPARTMENT will pay from PROJECT funds such amounts as are approved for payment by the BUREAU in accordance with its regulations. The HIGHWAY DEPARTMENT will pay from PUBLIC AUTHORITIES' funds those costs and expenses which conform to the provisions of said Policy and Procedure Memorandum No. 30-3 and in which the BUREAU will not participate because such costs and expenses were incurred by the RAILROAD involved prior to the date on which the BUREAU approved the

program which includes the PROJECT. The HIGHWAY DEPARTMENT, as agent for the PUBLIC AUTHORITIES, will reimburse that RAILROAD monthly, ninety-five percent (95%) of the costs and expenses so incurred by it. Final payment will be made to the RAILROAD involved after the BUREAU has made its final audit.

SECTION 13: Each RAILROAD shall furnish to the HIGHWAY DEPARTMENT copies of the policy or policies evidencing that the respective 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 respective 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.

Also, in connection with the force account work to be performed by it on the PROJECT, each RAILROAD shall furnish evidence that it carries Owner's Protective Public Liability and Protective Property Damage Liability Insurance in favor of the County of Wayne, Michigan, the BOARD and the CITY.

The Owner's Protective Public Liability and Protective Property Damage Liability Insurance shall provide for public liability limits of not less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising

out of bodily injuries to or death of one person and, subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and property damage liability limits of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, an aggregate limit of Three Hundred Thousand Dollars (\$300,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

Each RAILROAD shall furnish five 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 respective RAILROAD. 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 County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit, Michigan."

The cost of such policy or policies shall be considered as a part of the cost of the PROJECT, for which the respective RAILROAD shall be entitled to reimbursement by the PUBLIC AUTHORITIES. In no event shall the aggregate cost of such policy or policies exceed \$ 8,200⁰⁰ for the GRAND TRUNK and \$ 10,740 for the NEW YORK CENTRAL. Final payment of insurance premiums will not be paid until a certified statement as to final costs of insurance is furnished to the HIGHWAY DEPARTMENT.

SECTION 14: The HIGHWAY DEPARTMENT shall require its Contractor to take out a Railroad's Protective Liability Insurance policy in the name of the RAILROADS

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 for each RAILROAD of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for each individual and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with respect to bodily injury or death; and 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 15: In consideration of the construction and completion of the PROJECT provided for by the terms and conditions of this Agreement and of an amount to be negotiated and determined by the parties hereto, each 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 respective right of way and below its tracks, for so long as the same may be required in connection with said Expressway; said easement, including the right for construction and maintenance of the overhead highway grade separation structure, road embankment, drainage facilities and appurtenant ditches, shall be described in conformity with the PROJECT requirements as indicated in Exhibit B. It is expressly understood that the RAILROADS will not have vehicular access from their abutting properties to said Expressway except by the use of public highways.

SECTION 16: The PUBLIC AUTHORITIES will, at their own expense, secure the necessary rights of way, except that now owned by the RAILROADS as covered in SECTION 15 hereof, and do hereby assume the payment of all abuttal damages, if any there be, to property, business or persons, other than to the properties of the RAILROADS, arising in any manner from said PROJECT.

In the event any claim or demand is made or any suit is instituted against either 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 involved, settle, compromise, or defend the said claim, demand, or suit, at their own option and cost, and will fully pay and satisfy any judgment arising by reason thereof, together with taxable court costs. Nothing in this section or this Agreement shall be construed to render the PUBLIC AUTHORITIES liable for acts of negligence of either RAILROAD, the contractor, or any of their employees, agents, contractors or subcontractors.

Each 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 17: Inasmuch as the design of the Expressway places it at a location involving the crossing of the tracks of the RAILROADS, the PROJECT as covered by this Agreement is designed primarily to provide access across the rights of way of the RAILROADS for the Expressway and, therefore, the benefits accruing to the RAILROADS for the purposes of the Federal Aid Highway Act of 1956, as amended, are nil.

SECTION 18: 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 rights of way and tracks and other facilities of the RAILROADS 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 19: 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 RAILROADS, and this Agreement shall thereupon terminate forthwith.

SECTION 20: When the work of construction of said PROJECT has been completed, each RAILROAD, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties and ballast on the entire highway underpass structure, and will maintain, repair, replace and renew that portion of the permanent superstructure on its respective right of way carrying its tracks over East Grand Boulevard (relocated), above bridge seat elevation between the southerly abutment (Abutment A) and the second pier northerly thereof (Pier No. 2), as shown on Exhibit B, excluding such painting thereof as hereinafter set forth, and each RAILROAD will repair or replace, or cause to be repaired or replaced, any portion of the entire highway underpass structure, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting solely from its railroad traffic.

The CITY, at its sole cost and expense, will maintain, repair, replace and renew, or cause same to be done, as and when the circumstances may require, that portion of the permanent substructure over East Grand Boulevard (relocated) between and including the southerly abutment (Abutment A) and the second pier northerly thereof (Pier No. 2) as shown on Exhibit B, and will perform the painting of the total underside of the superstructure steel over East Grand Boulevard (relocated), including the outside surfaces of the fascia girders, and shall repair or replace, or cause to be repaired or replaced, any portion of the permanent structure over East Grand Boulevard (relocated) which may be damaged or destroyed by accident or otherwise resulting from highway traffic.

The HIGHWAY DEPARTMENT, in accordance with State laws and this

Agreement and without cost to the RAILROADS, will maintain, repair, replace and renew, or cause same to be done, as and when the circumstances may require, said highway underpass structure, the roadway surfacing, the roadway slopes, and the highway drainage facilities, except that portion of the structure which carries the tracks of the RAILROADS over East Grand Boulevard (relocated) to be maintained by the RAILROADS and the CITY as provided above, and also, at its sole cost and expense, will repair or replace, or cause to be repaired or replaced, said portion of said highway underpass structure, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting from highway traffic.

SECTION 21: Either the HIGHWAY DEPARTMENT, the BOARD, the CITY or either of the RAILROADS may now, or at any time hereafter, and from time to time, at its own option, and at its sole cost and expense, construct or provide additional facilities and betterments to this PROJECT, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments. It is agreed that such construction shall not be undertaken by either the HIGHWAY DEPARTMENT, the BOARD, the CITY or either of the RAILROADS without full approval by and consent of the other parties insofar as their respective interests are involved.

SECTION 22: It is anticipated that the PROJECT is to be financed in part from funds appropriated by the Federal Government and expended under Federal laws and regulations, which laws and regulations are hereby incorporated in and made a part of this Agreement.

SECTION 23: In compliance with the provisions of Act 251, of the Public Acts of the State of Michigan of 1955, as amended, the parties hereby covenant that they will 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

TRUE COPY CERTIFICATE

CITY OF DETROIT PRINTING DIVISION

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, **Thomas D. Leadbetter**, City Clerk of the City of Detroit, in said

State, do hereby certify that the annexed paper is a TRUE COPY OF Communication & Resolution adopted (passed) by the Common Council at session of

July 28, 19 64

and approved by Mayor

August 4, 19 64

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

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 4th

day of August A. D. 19 64

Thomas D. Leadbetter
CITY CLERK

Department of Public Works
July 17, 1964

Honorable Common Council
Gentlemen— We are forwarding for your consideration a copy of a formal agreement between the Michigan State Highway Department, the Board of Wayne County Road Commissioners, the City of Detroit, and the Grand Trunk Western Railroad Company and New York Central Railroad Company. This agreement provides for the construction of a grade separation structure on the Walter P. Chrysler Expressway at East Grand Boulevard.

This is a part of the construction involved in building the Walter P. Chrysler Expressway, which construction is authorized by the terms of the agreement entered into on February 3, 1959 by the City of Detroit, Wayne County Road Commission, and the Michigan State Highway Department, known as the Detroit Expressways Agreement. Funds for the construction of this structure are available by virtue of the provisions of the referenced Detroit Expressways Agreement.

The Corporation Counsel has indicated his approval of this agreement as to form, as evidenced by the accompanying letter. The various interested City departments advise that they have no objections.

In addition to separating the grades between the railroads and the expressway at this location, the agreement provides for the relocation of East Grand Boulevard and the construction of a vehicular bridge carrying East Grand Boulevard at its present level over the expressway and under the railroads. East Grand Boulevard at this location will be a divided six lane highway, three lanes in each direction, separated by a nominal 14 foot center divider.

Your attention is directed to a further requirement of the agreement which provides that the maintenance of the two most southerly spans, including the southerly abutment and two piers, of that portion of the railroad structure over East Grand Boulevard (relocated) west of the normal limits of the expressway, will be performed jointly by the railroads and the City of Detroit. The agreement provides that the railroads will maintain the entire superstructure above bridge-seat elevation, with the exception of the painting of the outer surfaces of the steel structure. The City is required to perform the maintenance of the substructure units below bridge-seat elevation, including the painting of the outer surfaces of the two most southerly spans of the steel structure.

In view of the foregoing, we recommend that your Honorable Body approve this agreement and adopt the accompanying resolution authorizing the Commissioner of Public Works and the Mayor to execute the agreement in behalf of the City.

Respectfully submitted,
GLENN C. RICHARDS,
Commissioner.

Approved:
RICHARD STRICHARTZ,
Controller.

By Councilman Ravitz:

Resolved, That the formal agreement between the Michigan State Highway Department, the Board of Wayne County Road Commissioners, the City of Detroit, and the Grand Trunk Western Railroad Company and New York Central Railroad Company, which provides for the construction of a grade separation structure carrying the railroads over the Walter P. Chrysler Expressway at East Grand Boulevard (relocated), including a vehicular bridge carrying East Grand Boulevard (relocated) over the Chrysler Expressway and under the railroads, and which also provides for the maintenance of a portion of the railroad structure jointly by the City and the Railroads, be and the same is hereby approved; and,

Be It Further Resolved, That the Commissioner of Public Works and the Mayor are hereby authorized and directed to execute the Agreement for and in behalf of the City of Detroit.

Adopted as follows:
Yeas — Councilmen Beck, Ravitz, Van Antwerp, Wierzbicki and President Carey—5.

A G Approval

year first above written.

MICHIGAN STATE HIGHWAY DEPARTMENT

*E. J. H.
clerk
atty
Gen.*

John C. Mackie, Commissioner

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

By _____
Chairman

By _____
Commissioner

By _____
Commissioner

CITY OF DETROIT

By _____
Mayor

By _____
Commissioner of Public Works

GRAND TRUNK WESTERN RAILROAD COMPANY

By _____
Vice President

Attest: _____
Secretary

THE MICHIGAN CENTRAL RAILROAD COMPANY

By _____
Vice President

Attest: _____
Assistant Secretary

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

By _____
Vice President

Attest: _____
Assistant Secretary

Approved for the MICHIGAN STATE HIGHWAY DEPARTMENT, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, the CITY OF DETROIT, the GRAND TRUNK WESTERN RAILROAD COMPANY, THE MICHIGAN CENTRAL RAILROAD COMPANY and THE NEW YORK CENTRAL RAILROAD COMPANY as to substance and engineering:

MICHIGAN STATE HIGHWAY DEPARTMENT

By _____
Assistant to Chief Engineer

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

By _____
County Highway Engineer

CITY OF DETROIT

By _____
Commissioner of Public Works

GRAND TRUNK WESTERN RAILROAD COMPANY

By _____
Chief Engineer

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

By _____
Chief Engineer

County Approval

THIS AGREEMENT, made this _____ day of _____,

A. D., 1963, 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; the GRAND TRUNK WESTERN RAILROAD COMPANY, a consolidated corporation organized and existing under the laws of the States of Michigan and Indiana, hereinafter referred to as the GRAND TRUNK, party of the fourth part; THE MICHIGAN CENTRAL RAILROAD COMPANY, a Michigan corporation, and THE NEW YORK CENTRAL RAILROAD COMPANY, a Delaware corporation, lessee of the Michigan Central railroad, said two Railroad Companies being hereinafter referred to collectively as the NEW YORK CENTRAL, party of the fifth part; said parties of the fourth and fifth parts being hereinafter referred to subjectively and objectively as RAILROAD in the singular and RAILROADS in the plural;

W I T N E S S E T H :

WHEREAS, pursuant to an agreement dated February 3, 1959, and in conformity with existing laws, the PUBLIC AUTHORITIES have agreed to the construction by the HIGHWAY DEPARTMENT of a limited access expressway in the City of Detroit, County of Wayne, and State of Michigan, known as the Walter P. Chrysler Expressway, hereinafter referred to as the Expressway, which will extend from Jefferson Avenue and Randolph Street to Eight Mile Road in the City of Detroit; and

WHEREAS, the proposed Expressway will cross the ~~Northern District~~

APPROVED by Board of Wayne County Road Commissioners <i>S. P. [Signature]</i> COUNTY HIGHWAY ENGINEER Date: 1-7-64
--

CERTIFICATION

I, Donald R. King, Secretary and Clerk of the Board of County Road Commissioners of the County of Wayne, Michigan, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of a meeting of said Board held on July 16, 1964 as appears of record in the office of said Board; that I have compared the same with the original, and it is a true transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand at Detroit this 16th day of July, A.D. 1964.

Donald R. King

Donald R. King
Secretary and Clerk of the Board

7-9-64

APPROVED
as to form

Legal Division

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 Railroad Companies, and will observe such reasonable restrictions as the Chief Engineer of the Railroad Company involved, 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 involved, and for the safe and expeditious operation of its trains.
3. To avoid unnecessary use of railroad property without written permission of the Railroad Company involved and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad Company involved.
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, Michigan, the City of Detroit, Michigan, the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226, The Michigan Central Railroad Company and The New York Central Railroad Company, LaSalle Street Station, Chicago, Illinois - 60605:
 - 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 each Railroad Company involved 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, 1963, 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 each Railroad Company involved 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 County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit, Michigan.

The Contractor shall furnish to the Highway Department and to the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit, Michigan, copies of policies as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, and the City of Detroit, Michigan, standard Owner's Protective Public Liability Insurance and standard Owner's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in sub-paragraph b. above.

- e. Railroad's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of each hereinbefore designated Railroad Company, as named insured.

The Contractor shall furnish to each Railroad Company a copy of that respective Railroad Company's policy and a copy of each thereof to the Highway Department as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of each of the 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 \$500,000.00 for each occurrence with respect to bodily injury or death; and standard Railroad's Protective Property Damage Liability Insurance providing for limits of liability of not less than \$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. The Railroad Company involved, upon receipt thereof, shall forthwith review these policies and notify the Highway Department and the Contractor of its approval or disapproval. The Contractor shall not enter upon railroad property until he shall have received notice of Railroad Company approval of these policies. Said Railroad Protective Insurance shall conform to the Form prescribed therefor in Policy and Procedure Memorandum No. 20-12 of the BUREAU, effective June 5, 1959. Copies of said Form may be obtained from the Contracts Section, Procurement Division, Michigan State Highway Department, Stevens T. Mason Building, Lansing, Michigan - 48926.

f. General.

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Michigan and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Highway 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 County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, the City of Detroit, Michigan, the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226, The Michigan Central Railroad Company and The New York Central Railroad Company, LaSalle Street Station, Chicago, Illinois - 60605."

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

5. To pay to the Railroad Company involved the cost of switchtenders, flagmen, telegraph operators, conductors, pilots, watchmen, and other protective services and devices furnished by the Railroad Company involved and made necessary, in the judgment of the Chief Engineer of the Railroad Company involved, because of the use of temporary crossing of the tracks of the RAILROADS as shown on the Plans and of any of the Contractor's other operations over, under, or adjacent to tracks which are within a distance of eight (8) feet, six (6) inches from the nearest rail of said tracks, measured horizontally from and at right angles to center line of said tracks, all as more particularly set forth in the following paragraphs:
 - a. Such protection will be required when men or equipment are working within the above limits or when work is being

performed adjacent to tracks in use which may present hazards to tracks or train operations, or when equipment is used which does or may infringe on such limits. The Contractor will not be permitted to operate any of his own equipment on railroad tracks, except under proper arrangement with the Railroad Company involved. Such equipment and the operation of such equipment, or equipment rented from the Railroad Companies, shall be arranged for by the Contractor with the Railroad Companies and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.

b. The Contractor shall notify the Superintendent of each Railroad Company involved, at Detroit, Michigan, in writing, 72 hours (excluding Saturdays, Sundays and holidays) in advance of starting any work which might require protection by the Railroad Company involved. If this requirement is not complied with, the Railroad Company involved may have the work stopped until arrangements for protection are made. No additional payment will be allowed the Contractor for damages or as other compensation by reason of such stoppage of work.

c. All such protection costs shall be included by the Contractor in his unit price bid for affected items. Railroad bills for such protection costs accruing to the Contractor shall be paid within thirty (30) days after receipt of bills. Before final payment is made by the Highway Department to the Contractor, he shall submit satisfactory evidence that he has paid the Railroad Company involved for protection services and devices furnished. The Railroad Companies' rates and charges that would enter into the final flagging costs are as follows:

GRAND TRUNK WESTERN RAILROAD COMPANY

Rates for Flagging Protection during
Construction Project - X05 of 82252A

Flag Man - Yard Helper

Reporting Time	1/2 hr.	1.45
Work Period	8 hrs.	23.20
Over Time (assumed)	1 hr.	<u>4.35</u>
		29.00
Allowable Surcharges		<u>9.00</u>
		38.00

Say \$38.00/day.

Contractor to provide Shanty for use
of Flag Man during inclement weather.

COMPUTED BY: _____

Checked by: _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

NEW YORK CENTRAL SYSTEM
NORTHERN DISTRICT - DETROIT DIVISION
PROPOSED UNDERPASS GRADE SEPARATION
N.Y.C. BAY CITY BRANCH TRACKS AND ADJACENT
G.T.W. R.R. CO. TRACKS OVER
WALTER P. CHRYSLER EXPRESSWAY
DETROIT - MICHIGAN

ESTIMATE OF RATES FOR FLAGGING SERVICE REQUIRED
ACCOUNT OF STATE CONTRACTOR'S OPERATIONS

Classification of Railroad Employee: Yard Conductor
Headquarters of Railroad Employee: Detroit, Michigan

The following is an estimate of the rates to provide
flagging protection for one (1) day.

Straight Time 1 Day @ \$ 23.50	#	23.50
* Plus Additives 47.90%		11.26

ESTIMATED RATE - 1-8 HOUR DAY	#	34.76
-------------------------------	---	-------

NOTE: On duty more than eight (8) continuous hours
overtime rate is \$ 4.41 per hour plus 47.90%.

* ADDITIVES

	%
Vacation Allowance	5.25
Paid Holidays	2.00
RR Retirement & Unemployment	11.00
Health & Welfare	5.00
Supervision	10.00
Insurance	13.85
Additional 11% on V.A. and P.H.	0.80
Composite Overhead for Labor	47.90%

Office of Chief Engineer
Chicago, Illinois
April 16, 1964

- d. Protection costs will be charged by the Railroad Companies in accordance with the working agreements between the Railroad Companies and their 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 involved 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 involved and its employees, insofar as these agreements may affect the cost of protection chargeable to him.
- f. Protection of railroad traffic might include, but not be limited to, the following:
- (1) Conductor service to protect men and equipment while work is being performed within prescribed clearances or above tracks, while construction plant, equipment or materials are being moved across tracks, and while workmen are required to cross continuously back and forth over tracks in the performance of their work.
 - (2) Providing shanty for conductor's use, including the installation of dispatcher's telephone.
 - (3) Installation and maintenance of slow boards and lamps.
 - (4) Switchtenders and/or operators as required for temporary railroad operation.
- g. No provision of these Supplemental Specifications, nor approval by the Railroad Company involved as to construction operations, shall

Equipment Expense

Yard Engine	-	5 days - See Item 1a	490.
Burro Crane	-	25 days	
Repairs		.74/hr. 200 x .74	148.
Depreciation		1.47 day. x 25	37.
Motor Cars (2)	-	25 days	
Repairs		400 x .08	32.
Depreciation		.18 day x 50	9.

Contingencies 10%
 Estimated Cost of Item B

716.
41,883.
4,187.
46,070.

IIa Trackwork reqd. after Stage 2 is completed -
 Relay and Ballast Tracks 5 & 6 - 2,000 ft.

Material

"A" Ballast		1,200 N.T. @ 1.40	1,680.
Handling	5%		84.
Sales Tax	4%		67.
Transportation on Ballast			
		1,200 N.T. x 37.5 mi. - 45,000 T.M. x .01	450.

2,281.

Labor

Relay Track and Ballast		2,000 ft. @ 3.00	6,000.
Yard Engine Crew (5)		2.5 days @ 112	280.
Burro Crane Crew (5)		10 days @ 112	1,120.
			<u>7,400.</u>
Vacation Allowance	5% x 7,400		370.
Paid Holidays	2% x 7,400		148.
Health, Welfare & Group Life Ins.	5 1/2% x 7,400		388.
			<u>8,306.</u>
RR Retirement & Unempl. Ins.	11% x 8,306		914.
P/L & P/D Insurance	12% x 7,400		888.

10,108.

Equipment Expense

Yard Engine - Operation	-	2 1/2 da. x 62.26	156.
Repairs		20 hrs. x 3.76	75.
Depreciation		2 1/2 da. x 5.76	14.
Burro Crane	-	10 days	
Repairs		80 hrs. x .74	59.
Depreciation		10 da. x 1.47	15.
Motor Cars (2)	-	10 days	
Repairs		160 hrs. x .08	13.
Depreciation		20 da. x .18	4.

Contingencies 10%
 Estimate Cost Stage II Item a

336.
12,725.
1,275.
14,000.

**I Ib Line all Track to final location
including 75% Tie Renewal in all tracks (3,600 ft.)**

Material

No. 2 Creosoted Cross Ties	1,620 x 4.60	7,452.
Handling	5% x 7,452	373.
Sales Tax	4% x 7,452	298.
Transportation Charge on Ties from Battle Creek 198 N.T. x 140 mi. - 19320 T.M. x .01		<u>193.</u>

8,316.

Labor

Line all track to final location	4 days @ 740	2,960.
Burro Crane Crew (5)	4 days @ 112	<u>448.</u>
		3,408.
Vacation Allowance	5% x 3,408	170.
Paid Holidays	2% x 3,408	68.
Health & Welfare & Group Life Ins.	5½% x 3,408	<u>179.</u>
		3,825.
RR Retirement & Unemp. Ins.	11% x 3,825	421.
P/L & P/D Ins.	12% x 3,408	<u>409.</u>

4,655.

Equipment Expense

Burro Crane	-	4 days	
Repairs		32 hrs. x .74	24.
Depreciation		4 da. x 1.47	6.
Motor Cars (2)	-	4 days	
Repairs & Depreciation			<u>7.</u>

37.
13,008.
1,292.
14,300.

Contingencies 10%

Total Estimated Cost of Trackwork

103,165.

Engineering & Accounting

Engineering		20,000.
Accounting		<u>3,600.</u>
		23,600.
Vacation Allowance	5% x 23,600	1,180.
Paid Holidays	2% x 23,600	472.
Health, Welfare & Group Life Ins.	5½% x 23,600	<u>1,239.</u>
		26,491.
RR Retirement & Unemp. Ins.	11% x 26,491	2,914.
P/L & P/D Insurance	12% x 23,600	<u>2,832.</u>
		32,237.
Personal Expense		1,600.
Automobile Mileage		<u>100.</u>

1,700.
33,937.
3,363.
37,300.

Contingencies 10%
Estimate Expense, Engineering & Accounting

TOTAL ESTIMATED COST OF RAILROAD WORK

140,465.

Office of Chief Engineer
Detroit, Michigan
May 7, 1964

COMPUTED BY: _____

Checked by: _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

NEW YORK CENTRAL SYSTEM
NORTHERN DISTRICT - DETROIT DIVISION
PROPOSED UNDERPASS GRADE SEPARATION
TO CARRY

N.Y.C. BAY CITY BRANCH TRACKS AND ADJACENT
G.T.W. B.R. CO TRACKS OVER
WALTER P. CHRYSLER EXPRESSWAY
DETROIT - MICHIGAN

ESTIMATE OF COST - RAILROAD FORCE ACCOUNT WORK

PRELIMINARY ENGINEERING

Labor			\$ 8,000	
Vacation Allowance	5 1/4%		420	
			8,420	
RR Retirement & Unemployment	11%		926	
Health & Welfare	5%		400	
Supplies, Personal Expenses, etc.			354	
				\$ 10,100

CONSTRUCTION ENGINEERING - INSPECTION

Labor			11,000	
Vacation Allowance	5 1/4%		578	
			11,578	
RR Retirement & Unemployment	11%		1,274	
Health & Welfare	5%		550	
Personal Expenses			1,998	
				15,400

TRACK WORK

TEMPORARY WORK - Stage I

Construct 900' of track for temporary south bound main track. Construct 1-#8 temporary turnout.
Construct 420 L.F. of temporary inner guard rail.
Line over 600' of existing main tracks. Maintain temporary trestle constructed by State's contractor.

Stage II

Construct 720' track for relocated two track operation.
Line over 150' of track.

Remove 720' of track and 900' of temporary south bound main track. Remove 1-#8 temporary turnout and 420 L.F. of temporary inner guard rail.

NEW YORK CENTRAL RAILROAD

Sheet _____ of _____

COMPUTED BY: _____

ENGINEERING DEPARTMENT

Checked by: _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

Handling Material - 5% of \$ 20,795	Brought Forward	\$ 6,695
Transportation of Material		1,040
Transportation of Equipment		2,092
Equipment Rental		412
TEMPORARY TRACK WORK TOTAL		1,200
		24,000

PERMANENT WORK - Stage I

Remove 2303' of existing main tracks, Tracks No 130 and 132. Remove 1-No 7 and 1-No 9 turnouts. Remove 300' of Tracks No 144 and 153. Remove track bumpers on Tracks No 144 and 153.

Stage II

Construct 2180' of existing main tracks and Track No 132. Construct 1-No 7 turnout. Construct 300' of Tracks No 144 and 153. Line over 600' of existing main tracks. Install track bumpers on Tracks No 144 and 153. Maintain existing main tracks and Track No 132, constructed on new fill, for a period of one year after completion of the project. Construct 2060 L.F. of permanent inner guard rail.

Labor		\$ 13,217
Vacation Allowance	5 1/2%	694
Paid Holidays	2%	264
		14,175
RR Retirement & Unemployment	11%	1,559
Health & Welfare	5%	661
		16,395

Material			
Cross Ties, tra 1 7"-N	1038 @	\$ 6.57	6,820
Cross Ties, tra 6"-N	180 "	5.47	985
Switch Ties, tra N	3145 MFBM	1.85	584
Track Bolts, N	1212 "	0.33	400
Nutlocks, N	1212 "	0.11	133
Track Spikes, N	53 kegs	21.60	1,145
Rail Anchors, N	1400 "	0.42	588
Rail 12 T.M. Scrap 2060 L.F. 3/8" GT		40.00	1,556
Splice Bars 12 7/16 S.H.	60 pc.	5.47	328
Guard Rail Noses S.H.	4 "	50.00	200
Screw Spikes, N	74 "	0.20	15
Gravel Ballast	2985 NT	1.35	4,030
			16,784

Salvage			
Track Bolts, N-952 @	0.33	314	
Nutlocks, N-952 @	0.11	105	
Rail Anchors, N		588	
	Carry Forward		4,007

NEW YORK CENTRAL RAILROAD

Sheet _____ of _____

COMPUTED BY: _____

ENGINEERING DEPARTMENT

Checked by _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

Salvage- continued Brought Forward		\$ 1,007	
Cross Ties, trfd, 7"-N	6,820		
Cross Ties, trfd, 6"-N	1,985		
Switch Ties, trfd, N	584		
	<u>8,389</u>		
Less 15% Service Loss	1,258		
		7,131	
Track Spikes, N-21 kegs @ \$2.60	454		
Screw Spikes, N-37 @ 0.20	7		
	<u>461</u>		
Less 25% Service Loss	115		
		346	
			8,484 cr.
			8,300
Handling Material - 5% of \$12,754			638
Transportation of Material			1,613
Transportation of Equipment			354
Equipment Rental			<u>1,200</u>
PERMANENT TRACK WORK TOTAL			28,500
TOTAL ESTIMATED COST - TRACK WORK			\$ 52,500

COMMUNICATIONS WORK

Labor		\$ 1,111	
Vacation Allowance	5.25%	58	
Paid Holidays	2%	22	
		<u>1,191</u>	
RR Retirement & Unemployment	11%	131	
Health & Welfare	5%	56	
Insurance	13.85%	154	
Subsistence		<u>570</u>	
			2,102
Material			1,157
Handling Material - 5% of \$157			8
Transportation of Material			16
Transportation of Equipment			21
Equipment Rental			<u>46</u>
TOTAL			2,350

NOTE: The above Communications Department expense was incurred on work required to relocate our aerial cable communications line from brackets attached to the Jacobs Building (2759 East Grand Boulevard), to three (3) newly installed poles. This work was performed in May, 1963, at the request of Mr. Fair of the Detroit office of the Michigan State Highway Department, who advised us of the demolition work, by the State on the Jacobs Building beginning on May 17, 1963.

COMPUTED BY: _____

ENGINEERING DEPARTMENT

Checked by: _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

COMMUNICATIONS WORK-continued

TEMPORARY WORK - Stage I

Trench lay temporary communications cable.

Stage II

Relocate temporary trenched-in cable to west side of newly constructed portion of bridge.
Remove temporary cable.

Labor		\$	10,785
Vacation Allowance	5 1/4%		566
Paid Holidays	2%		216
			<u>11,567</u>
RR Retirement & Unemployment	11%		1,272
Health & Welfare	5%		539
			<u>13,378</u>

Material		\$	
Arresters, Lightning	30 @	2.00	60
Blocks, Terminal-6 wire	4 "	3.00	12
Blocks, Terminal-12 wire	73 "	4.00	292
Box, Signal, @ fittings	2 " 60	0.00	1,200
Cable, Polyethylene, 50 pr-2500 "		1.98	4,950
Crossarms, 10'-10 pin	8 "	3.60	29
Mountings, Arrester	6 "	10.00	60
Sleeves, #1-114-X-0.51D	100 "	0.15	15
Sleeves, Splicing-#91-114-D	100 "	0.17	17
Sleeves, Splicing-#R1-114-D	100 "	0.19	19
Sleeves, Poly-7/32"	3 Boxes "	6.00	18
Sleeves, Poly-5/32"	3 Boxes "	5.10	15
Solder	20 lb "	0.80	16
Semper Seal Kits	10 "	60.00	600
Strand, Stainless Steel-7/32-500 "		0.19	95
Tape, Scotch	10 rolls "	1.95	20
Wire, Twisted Pair-#19ga.	4000 "	0.03	120
Wire, Twisted Pair-#16ga.	2000 "	0.05	100
Miscellaneous			115
			<u>7,753</u>

Salvage		\$	
Arresters, Lightning		60	
Blocks, Terminal		12	
Blocks, Terminal		292	
Cable, Polyethylene-90% of \$4950		4,455	
Crossarms		29	
Mountings, Arrester		60	
Wire, Twisted Pair-#19ga.		120	
Wire, Twisted Pair-#16ga.		100	
		5,128	
Less 10% Service Loss		513	

Box, Signal- \$1200 less 15% Serv. Loss 4,615
1,020

Carry Forward

5,635 cr.
2,118

NEW YORK CENTRAL RAILROAD

Sheet _____ of _____

COMPUTED BY: _____

ENGINEERING DEPARTMENT

Checked by: _____

SUBJECT: _____

LOCATION: _____

DIVISION _____

DATE _____

TEMPORARY WORK-continued Brought Forward	\$2,118
Handling Material-5% of \$ 7,753	388
Transportation of Material	167
Transportation of Equipment	149
Equipment Rental	2,200
TEMPORARY WORK TOTAL	18,400

PERMANENT WORK-Stage I

Remove existing aerial cable and poles.

Stage II

Install cable in newly placed duct line across bridge.

Labor		\$16,558
Vacation Allowance	5 1/4%	869
Paid Holidays	2%	331
		<u>17,758</u>
RR Retirement & Unemployment	11%	1,953
Health & Welfare	5%	828
		<u>20,539</u>

Material		\$	
Cable, Polyethylene 50 pr. 1800'	@	1.98	3564
Conduit - 1 1/2" 10' lengths	7600'	0.50	3800
Bends - 90° 3"	12"	4.86	58
Sleeves, Splicing - #16 AWG	500'	0.04	20
Semper Seal Kits	10"	60.00	600
Sleeves, Poly. - 7/32"	10 Boxes"	6.00	60
Sleeves, Poly. - 9/32"	5 Boxes"	4.00	20
Tape, Scotch	10 Rolls"	2.00	20
Wire Twisted Pair - #19 AWG	5000'	0.02	100
Wire, #8 BNG Galv-Iron	1 Mi."	90.00	90
Poles, Class 4 - 40'	2"	39.99	80
Crossarms 10' - 10 pin	4"	3.60	14
Logs Anchor	4"	5.00	20
Grips, Guy	16"	2.30	37
Rods, Guy - 5/8" x 7'	4"	2.65	11
Strand, Stainless Steel - 7/32"	300"	0.19	57
Miscellaneous			<u>20</u>

8,571

Salvage		
Pole, C.L. 4 - 80 less 15% Service Loss		68
Wire, Bare Copper - 1664 lbs. Scrap @ \$0.25		416
Cable, Lead - 4050 lbs. Scrap @ \$0.06		243

727 cr.

Handling Material-5% of \$8571		429
Transportation of Material		170
Transportation of Equipment		188
Equipment Rental		1880
PERMANENT WORK TOTAL		31,050

TOTAL ESTIMATED COST-COMMUNICATIONS WORK - \$ 51,800

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DIVISION _____

DATE _____

SIGNAL WORK

TEMPORARY WORK - Stage I

Trench lay temporary signal cable.

Stage II

Relocate temporary trenched-in cable to west side of newly constructed portion of bridge.
Remove temporary cable.

Labor			\$ 2,725	
Vacation Allowance	5 1/4%		143	
Paid Holidays	2%		55	
			<u>2,923</u>	
RR Retirement & Unemployment	11%		322	
Health & Welfare	5%		136	
				\$ 3,381

Material				
Cable, 12 cond. #14	2700'	@	\$ 0.358	967
Box, Cable, & Backboard	3"		109.00	327
Post, Concrete	3"		15.00	45
Bonds,	350"		0.56	196
Controller, Circuit, Switch,				
and Rod	1 @		117.00	117
Box, Terminal, & Conduit	1"		23.00	23
Miscellaneous				<u>125</u>
				1,800

Salvage				
Cable, 12 cond. #14 - 90% of #967			\$ 870	
Box, Cable, & Backboard			327	
Post, Concrete			45	
Box, Terminal, & Conduit			23	
			<u>1,265</u>	
Less 10% Service Loss			127	

Controller, Circuit, Switch,				
and Rod - #117 less 15% Service Loss				<u>99</u>

				1,237 cr.
				563
Handling Material - 5% of \$1800				90
Transportation of Material				48
Transportation of Equipment				33
Equipment Rental				<u>135</u>
				4,250

PERMANENT WORK - Stage I

Remove existing six (6) signal wires from poles.
Remove Signal # B1024.

Stage II

Install cable in newly placed duct line across bridge. Replace Signal # B1024.

NOTE: State's contractor to install communications and signal duct line across bridge.

NEW YORK CENTRAL RAILROAD
ENGINEERING DEPARTMENT

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PERMANENT WORK-Continued

Labor			\$ 1,400	
Vacation Allowance	5 1/4%		74	
Paid Holidays	2%		28	
			<u>1,502</u>	
RR Retirement & Unemployment	11%		165	
Health & Welfare	5%		70	
			<u>1,737</u>	
Material				
Foundation, Signal	1 @	\$ 58.00	58	
Mast, Signal, One Platform	1 "	140.00	140	
Signal, Complete	1 "	488.00	488	
Bbx, Junction	1 "	30.00	30	
Bbx, Battery	1 "	86.00	86	
Foundation, Case	1 "	25.00	25	
Case, Relay, @ Hardware	1 "	309.00	309	
Bonds	100 "	0.56	56	
Cable, 12 conductor- #14	1700 "	0.358	609	
Cable, 4 conductor- #9	100 "	0.202	20	
Joints, Insulated	2 "	60.60	121	
Miscellaneous			<u>158</u>	
				2,100
Salvage				
Mast, Signal, One Platform		\$ 140		
Signal, Complete		488		
Bbx, Junction		30		
Case, Relay, @ Hardware		309		
Joints, Insulated		121		
				<u>1,088 cr.</u>
Handling Material- 5% of \$ 2100				1,012
Transportation of Material				105
Transportation of Equipment				101
Equipment Rental				60
				<u>135</u>
				<u>3,150</u>

TOTAL ESTIMATED COST-SIGNAL WORK + \$ 7,400

ACCOUNTING

Labor			2,080	
Vacation Allowance	5 1/4%		109	
Paid Holidays	2%		42	
			<u>2,231</u>	
RR Retirement & Unemployment	11%		245	
Health & Welfare	5%		104	
			<u>2,580</u>	

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INSURANCE

Employers Liability, Public Liability and
Property Damage including property owned,
rented or in the care, custody and control
of the Railroad Company. Limits of coverage
\$ 250,000 / \$ 500,000 13.85% of \$ 75,890 \$ 10,510

Owners Protective P.L. and P.D. in favor of the
Board of County Road Commissioners of the
County of Wayne, Michigan, the City of Detroit
and County of Wayne, Michigan (3 policies). 230

MISCELLANEOUS

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

NOTE - Signs and bolt assemblies will be
furnished F.O.B. to job site. State's
Contractor to install. Project Engineer
will arrange with N.Y.C. for delivery
to job site.

ESTIMATED COST-RR FORCE ACCOUNT WORK 150,600

Office of Chief Engineer
Chicago, Illinois
April 7, 1964