

WCRC - City of Detroit - Highland Park - Grand Trunk Western

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of application by the Michigan Department of State Highways for authority to construct, establish, and maintain four (4) grade separation structures and to modify an existing grade separation structure in connection with the construction of the Chrysler Freeway (aka M-14, I-75) interchange with Davison Avenue carrying Davison Avenue under and carrying certain connecting ramps and a service road over and/or under the right-of-way and tracks of the Grand Trunk Western Railroad Company, in the City of Detroit and the City of Highland Park, Wayne County, Michigan.)
File No. RR-4529

At a session of the Michigan Public Service Commission held at its offices in the City of Lansing, Michigan, on July 18, 1968.

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

GRADE SEPARATION STRUCTURES

Application in the matter captioned above has been filed with this Commission by the Michigan Department of State Highways, together with copy of an Agreement, dated May 13, 1968, as executed by and between the Michigan State Highway Commission, the Board of

County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, the City of Highland Park, Michigan, and the Grand Trunk Western Railroad Company. Submitted with the Agreement are copies of the pertinent Plans of the said Highway Department.

The Agreement sets forth the understandings of each party to the other for the modification of the existing grade separation structure and the construction, establishment, maintenance, repair, replacement and renewal of the proposed new structures, including the allocation of the costs and expense involved therein. The Agreement further discloses: (1) that the existing structure, designated as X12 of 82252F, will carry railroad traffic over the eastbound roadway of Davison Avenue, and (2) that a new structure will carry railroad traffic over the westbound roadway and the north service road of Davison Avenue and is designated as X13 of 82252F, and (3) that a new structure will carry southbound off-ramp highway traffic from Davison Avenue over the tracks of the Railroad Company and is designated as X10 of 82252F, and (4) that a new structure will carry northbound off-ramp highway traffic from Davison Avenue over the tracks of the Railroad Company and is designated as X11 of 82252F, and (5) that a new structure will carry railroad traffic over the west-bound on-ramp to Davison Avenue and is designated as X14 of 82252F.

The Plans of the Highway Department depict, in some detail, the said modification and new structures. The Plans are identified in the Agreement and individually as Exhibit A showing Survey Plan, as Exhibit B showing General Drawings, as Exhibit C showing Construction Program, and as Exhibit D showing Right of Way Plan.

The applicant submits that the proposed structures and changes to the existing structure are an integral part of the construction of the aforesaid Freeway, and that as such the project is in the interest of safety and convenience to the traveling public. Request is made for the entry of this Commission's Order authorizing the same to be accomplished, in accordance with the provisions of the said Agreement.

In due consideration of this matter, including the application and request, and the Agreement and Plans, this Commission FINDS that the proposed modifications and structures coincide with the interests of public safety and convenience, that the request may be granted, and that the said Agreement and Plans may be approved and adopted. The Commission also notes that its Order of September 26, 1938, File No. 7077-660, had authorized establishment of the existing grade separation structure, now designated by the said Agreement of May 13, 1968 and herein as X12 of 82252F. It is therefore our

FURTHER FINDING that the said previous Order may be amended in accord with the proposed modifications.

IT IS THEREFORE ORDERED that authority and permission shall be, and the same is, hereby granted to the Michigan Department of State Highways to cross the right-of-way and tracks of the Grand Trunk Western Railroad Company, at the location captioned above, by the modification of an existing grade separation structure and the construction, establishment and maintenance of four (4) new grade separation structures as are captioned above and identified and described hereinabove, in accordance with the provisions of an Agreement, dated May 13, 1968, executed by and between the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, Michigan, the City of Highland Park, Michigan, and the said Railroad Company, and in accordance with Plans of the said Highway Department identified in the said Agreement and individually as Exhibit A showing Survey Plan, as Exhibit B showing General Drawings, as Exhibit C showing Construction Program, and as Exhibit D showing Right of Way Plan, and that the said Agreement and Plans may be and are hereby approved and made a part hereof.

IT IS FURTHER ORDERED that the provisions of this Commission's Order, dated September 26, 1938, File No. 7077-660, shall be, and is hereby, amended as may be required to permit the modification of the grade separation structure authorized therein, as such modifications are set forth in the aforesaid May 13, 1968 Agreement and supporting Plans.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Peter B. Spivak
Chairman

(S E A L)

/s/ Willis F. Ward
Commissioner

/s/ William A. Boos, Jr.
Commissioner

By the Commission and
pursuant to its action
of July 18, 1968.

/s/ Knight D. McKesson
Its Secretary

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THIS AGREEMENT, made this 13th day of May,
A. D., 196⁸, by and between the MICHIGAN STATE HIGHWAY COMMISSION, hereinafter
referred to as the COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE
COUNTY OF WAYNE, MICHIGAN, a public body corporate, hereinafter referred to as
the BOARD, the CITY OF DETROIT, hereinafter referred to as DETROIT, the CITY
OF HIGHLAND PARK, hereinafter referred to as HIGHLAND PARK, DETROIT and HIGHLAND
PARK each being a municipal corporation organized and existing under the laws
of the State of Michigan, the COMMISSION, the BOARD, DETROIT and HIGHLAND PARK
being hereinafter referred to collectively as the PUBLIC AUTHORITIES; and
the GRAND TRUNK WESTERN RAILROAD COMPANY, a consolidated corporation organized
and existing under the laws of the States of Michigan and Indiana, hereinafter
referred to as the RAILROAD;

W I T N E S S E T H :

WHEREAS, pursuant to an agreement between the COMMISSION, the
BOARD, and DETROIT, dated February 3, 1959, and in conformity with existing
laws, the parties thereto have agreed to the construction by the COMMISSION of
a limited access freeway in the City of Detroit, County of Wayne and State of
Michigan, known as the Walter P. Chrysler Freeway, hereinafter referred to as
the CHRYSLER, which will extend from Jefferson Avenue and Randolph Street to
Eight Mile Road; and

WHEREAS, pursuant to an agreement between the COMMISSION, the
BOARD and HIGHLAND PARK, dated May 19, 1966, and covering Control Sections
U 82104A, and I-82104B, and in conformity with existing laws, the parties therein
named have agreed to the construction by the COMMISSION of a CHRYSLER FREEWAY
interchange with Davison Avenue in the Cities of Detroit and Highland Park, the
extension of which will be constructed in the City of HIGHLAND PARK generally
along the present location of Davison Avenue between Brush and the easterly
city limits of HIGHLAND PARK, including interchange ramps to and from the
CHRYSLER, and which will be hereinafter referred to as the EXTENSION; and

WHEREAS, the CHRYSLER will intersect and interchange with Davison Avenue in DETROIT, east of the tracks of the RAILROAD and east of the limits of HIGHLAND PARK; and

WHEREAS, the EXTENSION has been legally established as a part of the Michigan State Trunkline System and will be given the Michigan State Trunkline designation number of M-14; and

WHEREAS, the existing grade separation structure carries the tracks of the RAILROAD over Davison Avenue at a point approximately 25 feet east of the east limits of HIGHLAND PARK; and

WHEREAS, the existing grade separation structure (X12 of 82252F) was constructed pursuant to an agreement between the BOARD, DETROIT, HIGHLAND PARK, and The Grand Trunk Western Railroad Company, dated September 12, 1938; and

WHEREAS, the proposed EXTENSION will require the construction of five roadways and four grade separation structures to carry highway and interchange traffic across the operating right of way of the RAILROAD at the aforesaid location; and

WHEREAS, the existing structure which will carry railroad traffic over the eastbound roadway of Davison Avenue is designated and herein referred to as X12 of 82252F, the structure which will carry railroad traffic over the westbound roadway and the north service road of Davison Avenue is designated and herein referred to as X13 of 82252F, the structure which will carry southbound off-ramp highway traffic from Davison Avenue over the tracks of the RAILROAD is designated and herein referred to as X10 of 82252F, the structure which will carry northbound off-ramp highway traffic from Davison Avenue over the tracks of the RAILROAD is designated and herein referred to as X11 of 82252F, and the structure which will carry railroad traffic over the westbound on-ramp

to Davison Avenue is designated and herein referred to as X14 of 82252F; and

WHEREAS, the separation of railroad and highway grades at said proposed crossings of Davison Avenue, ramps and service road with the right of way and tracks of the RAILROAD by means of grade separation structures and approaches to carry highway and railroad traffic, as a matter of public safety and convenience, has been approved by the Bureau of Public Roads, Federal Highway Administration, United States Department of Transportation, hereinafter referred to as the BUREAU, as a PROJECT for construction through the use of funds provided by the United States Government for the Post War construction of highways and bridges and to eliminate hazards at railroad grade crossings, as provided in the Federal Aid Highway Act of 1956, as amended; and

WHEREAS, the parties hereto have reached an understanding with each other respecting said crossings, the preparation and approval of plans and specifications, the removal of the northerly abutment wall and the enlargement and reinforcement of the northerly pier of the existing structure, X12 of 82252F, the construction of said grade separation structures and approaches, the construction of highway and railroad drainage facilities where required, the construction of temporary works necessary to provide for the operation of the trains of the RAILROAD during the construction period, the removal, relocation and replacement of facilities of the RAILROAD, and the incidental work made necessary by such grade separation construction, all herein from time to time referred to as the PROJECT, the maintenance, repair, replacement and renewal thereof, and the payment of the cost thereof, and desire to set forth their understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and the performance

of the mutual undertakings of the parties hereto, it is hereby agreed:

SECTION 1: Any and all financial obligations assumed by the COMMISSION, the BOARD, DETROIT or HIGHLAND PARK, 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 the aforementioned respective Agreements between the COMMISSION, the BOARD and DETROIT, and the COMMISSION, the BOARD and HIGHLAND PARK, covering the construction of the EXTENSION within the limits of DETROIT and HIGHLAND PARK, said construction to include the PROJECT.

SECTION 2. In accordance with the Plans, the Standard Specifications of the COMMISSION, and the Supplemental Specifications and other specifications hereinafter mentioned, the PUBLIC AUTHORITIES will remove the northerly abutment wall and will enlarge and reinforce the northerly pier of the existing structure, X12 of 82252F, and will construct four grade separation structures across the right of way and tracks of the RAILROAD at the location aforesaid, pursuant to all of the terms and conditions of this Agreement, and, for the purposes of said construction work, said PUBLIC AUTHORITIES and their Contractors may enter upon and occupy the property of the RAILROAD, subject to the conditions hereinafter stated; provided that, immediately upon completion of the PROJECT, such railroad property shall be restored to a condition deemed by the Chief Engineer of the RAILROAD to be suitable for railroad purposes.

SECTION 3: Each of the PUBLIC AUTHORITIES, by proper action in a manner provided by law, will adopt the lines shown on the General Plan for the PROJECT, hereto attached as Exhibits, as the profile fixing the levels to which the proposed EXTENSION roadways, ramps and service road shall be elevated or depressed. The RAILROAD hereby approves the vertical and horizontal clearances of the structures required to carry its tracks over or under the EXTENSION roadways,

ramps and service road as shown on the Plans. The temporary minimum construction clearances will be twenty-one (21) feet vertically from top of rail and eight (8) feet, six (6) inches horizontally from, and measured at right angles to, center line of nearest track for the erection of any necessary falsework, bracing or forms.

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

Exhibit A - Survey Plan (1 sheet) showing present topography adjacent to and including the tracks of the RAILROAD, location of proposed highway overpass and underpass structures, location of drainage structures, proposed right of way of the EXTENSION, and present right of way of the RAILROAD.

Exhibit B - Sheet 1 - General Drawing, showing location of proposed highway overpass and underpass structures, location of drainage structures, present profile of the RAILROAD, proposed right of way of the EXTENSION, location of underground ducts, utilities and sewers, and present right of way of the RAILROAD.

Exhibit B - Sheet 2 - General Drawing, showing ground and roadway profiles.

Exhibit B - Sheet 3 - General Drawing, showing elevations and typical sections of the proposed highway underpass structures and highway and railroad clearances.

Exhibit C - Construction Program, showing present topography adjacent to and including the tracks of the RAILROAD, location of proposed highway overpass and underpass structures, temporary platforms and walkways, 2-track temporary, timber trestle and run-around tracks, proposed right of way of the EXTENSION, retaining walls, existing and relocated shed, and Staging Program of Construction Procedure.

Exhibit D - Right of Way Plan - Grand Trunk Western Railroad, showing parcels to be conveyed in fee simple and by easement.

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

SECTION 5: The PUBLIC AUTHORITIES will prepare, at no expense to the RAILROAD, all designs, detailed plans and specifications for the grade separation structures, the temporary trestle, and all grading and alterations to existing drainage structures required therefor, and for the approaches and facilities providing for railroad and highway traffic, including drainage structures where required. Said designs, detailed plans and specifications shall be subject to the approval of the RAILROAD insofar as they affect the facilities of the RAILROAD and shall receive the approval of the BUREAU before the awarding of construction contracts for such work. All of said work shall be designed, detailed and constructed in accordance with the current specifications and standards of the COMMISSION, except that the current American Railway Engineering Association specifications shall govern the design of the superstructure that carries railroad loading.

SECTION 6: The RAILROAD will prepare and furnish to the COMMISSION an estimate of the cost and plan of the work to be performed by it on a force account basis, including the cost of the insurance specified in SECTION 13 hereof, and a separate schedule of rates for the flagging services and other protective services and devices required for, and performed and furnished by, the RAILROAD to the Contractor during the construction of the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD for the cost of the preparation of said estimate, plan and schedule and for the expense incurred in reviewing the project agreement, plans and proposal.

SECTION 7: The COMMISSION will advertise the PUBLIC AUTHORITIES' portion of the work of construction of the PROJECT in accordance with its regulations, considering bids therefor only from Contractors prequalified by it for such

work and approved by the Chief Engineer of the RAILROAD, will award the contracts therefor, and will exercise complete supervision and control over such construction. While work is being performed adjacent to, under or over its tracks, the RAILROAD may place a competent engineer on the work, together with necessary assistants, at PROJECT expense to protect its interests. Said engineer of the RAILROAD, acting through the COMMISSION'S engineer, shall have the right to reject any or all work affecting the RAILROAD'S interests which is not executed pursuant to, and in conformity with, the aforesaid plans and specifications.

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

SECTION 9: The COMMISSION, on behalf of the PUBLIC AUTHORITIES, will undertake and perform, through Contractors:

- (a) The construction of an additional roadway, a service road and three ramps of the EXTENSION across the right of way of the RAILROAD.

- (b) The construction and painting of four grade separation structures for said additional roadway and service road and three on and off-ramps.
- (c) The removal of the northerly abutment wall, the enlargement and reinforcement of the northerly pier, and the replacement of the railing of the existing structure, X12 of 82252F. Also, the sealing, sand blasting and repairing of concrete of the northerly pier of the existing structure.
- (d) The relocation of a frame building, approximately 12' x 24', and the relocation to railroad property of services such as water, sewer and fire protection (fire hydrant) available for RAILROAD use, together with the construction of required temporary platforms and walkways to accommodate railroad passengers and the permanent relocation of the existing platforms and walkways south of Davison Avenue. (For electrical service, see Section 15.)
- (e) The construction of a permanent roadway with surfacing comparable to surfacing of existing depot service drive as shown on Exhibit C.
- (f) The construction of a temporary trestle, including temporary walkways to accommodate trainmen during the construction of the PROJECT.
- (g) The furnishing and placing of fill and subballast and grading for the temporary run-around track and for the reconstruction of the permanent tracks of the RAILROAD.
- (h) The construction of highway and railroad drainage facilities where required.
- (i) And all work incidental to any of the foregoing, excepting the work agreed to in SECTION 10 hereof to be performed by the RAILROAD.

SECTION 10: The RAILROAD will, at PROJECT expense, on a force account basis, using its own forces and equipment:

- (a) Furnish all materials and make all temporary and permanent changes to its communication and signal lines that may be

necessitated by the PROJECT.

- (b) Furnish all materials, including ballast, ties, rail and fastenings, and perform all work involved in the removal, alteration and reconstruction of the permanent tracks necessary to permit the construction of the PROJECT.
- (c) Furnish all materials, including ballast, ties, rail and fastenings, and perform all work involved in the construction, maintenance and removal of the temporary run-around track required for the operation of the RAILROAD'S trains during the construction of the PROJECT.
- (d) Perform the checking of shop plans incident to the fabrication of steel work for said highway underpass structures X13 of 82252F and X14 of 82252F and also for the temporary trestle.

The RAILROAD will credit the COMMISSION with an amount equivalent to its normal maintenance expenditure for its main line tracks between the extremities of the temporary run-around track, but not to exceed the actual cost of maintaining the temporary run-around track, and with the salvage value of all track, communication and signal material resulting from the temporary and permanent changes to its tracks and communication and signal lines and accepted by the RAILROAD for return to its stock. Such salvage value is to be computed in accordance with the provisions of Policy and Procedure Memorandum No. 30-3, dated October 15, 1966, and amendments thereto of the BUREAU.

SECTION 11: Any work, necessitated by the PROJECT, involving temporary or permanent changes to any facilities of the RAILROAD, not specifically provided for in this Agreement, shall be performed, at PROJECT expense, by one of the parties hereto, as may be mutually agreed upon from time to time during the

progress of the work, and in conformity with the rules and regulations of the BUREAU as then in effect.

SECTION 12: The RAILROAD will keep an accurate and detailed account of the costs and expenses incurred by it in the performance of the work which it herein agrees to undertake and perform. Said account shall be accessible for review and auditing by the COMMISSION and by the BUREAU. All bills submitted to the COMMISSION by the RAILROAD for any items of work performed, or materials or equipment furnished by it under the terms of this Agreement shall be prepared in accordance with the provisions of Policy and Procedure Memorandum No. 30-3, dated October 15, 1966, and amendments thereto of the BUREAU. The COMMISSION will pay from PROJECT funds such amounts as are approved for payment by the BUREAU in accordance with its regulations. The COMMISSION will pay from PROJECT funds those costs and expenses which conform to the provisions of said Policy and Procedure Memorandum No. 30-3 and in which the BUREAU will not participate because such costs and expenses were incurred by the RAILROAD prior to the date on which the BUREAU approved the program which includes the PROJECT. The COMMISSION, as agent for the PUBLIC AUTHORITIES, will reimburse the RAILROAD monthly, ninety-five percent (95%) of the costs and expenses so incurred by it. Final payment will be made to the RAILROAD after the BUREAU has made its final audit.

SECTION 13: The RAILROAD shall furnish to the COMMISSION copies of the policy or policies evidencing that the RAILROAD as named insured carries insurance, including Employer's Liability Insurance, protecting itself with respect to:

- (a) All loss of and damage to any property whatsoever (including property of the parties hereto and of all other persons whomsoever, and the loss of or interference with any use or service thereof), and
- (b) All loss and damage on account of injury to or death of any persons whomsoever (including employees and patrons of the parties hereto and all other persons whomsoever), and
- (c) All claims and liability for such loss and damage and cost and expense thereof,

caused by, growing out of, or in any way related to or connected with the force account work of the RAILROAD in connection with the PROJECT. The limits of insurance under said policy or policies with respect to items (a), (b), and (c) referred to above shall be in the amount of Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence.

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

The Owner's Protective Public Liability and Protective Property Damage Liability Insurance shall provide for public liability limits of not less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one occurrence, and property damage liability limits of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, an aggregate limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The RAILROAD shall furnish six copies of the policy or policies of the above insurance to the COMMISSION. After approval by the PUBLIC AUTHORITIES, one copy of each policy furnished will be returned to the RAILROAD. Each policy shall be provided with the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Michigan Department of State Highways, to the Board of County Road Commissioners of the County of Wayne, Michigan, to the City of Highland Park, Michigan, and to the City of Detroit, Michigan."

The cost of such policy or policies shall be considered as a part of the cost of the PROJECT for which the RAILROAD shall be entitled to reimbursement by the PUBLIC AUTHORITIES. In no event shall the aggregate cost of such policy or policies exceed \$ 15,000.00 . Final payment of insurance premiums will not be paid until a certified statement as to final costs of insurance is furnished to the COMMISSION.

SECTION 14: The COMMISSION shall require its Contractor to take out a Railroad's Protective Liability Insurance policy in the name of the RAILROAD before work is commenced and to keep same in effect until work is completed and accepted, said policy to be in the form as specified in the regulations of Policy and Procedure Memorandum No. 20-12 of the BUREAU, dated June 30, 1967, and amendments thereto of the BUREAU. The policy shall have limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each individual and One Million Dollars (\$1,000,000.00) for each occurrence with respect to bodily injury or death; and Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Michigan.

SECTION 15: In consideration of the construction and completion of the PROJECT provided for by the terms and conditions of this Agreement, the RAILROAD does hereby agree to grant and convey to the COMMISSION in fee simple that land now owned by the RAILROAD shown in Exhibit D as Parcel A. The availability of electrical service by the RAILROAD will be a factor of negotiation by the COMMISSION in connection with the conveyance of said Parcel A. The RAILROAD does also hereby agree to grant and convey to the COMMISSION, by a separate instrument in recordable form, a properly described easement for highway purposes across its right of way for so long as the same may be required in connection with said EXTENSION; said easement, including the right for construction and maintenance of the grade separation structures, road embankments, drainage facilities and appurtenant ditches, shall be described in conformity with the PROJECT requirements as indicated in Exhibit D as Parcel B. The RAILROAD does hereby grant to the

COMMISSION a temporary easement for construction purposes during the construction of the PROJECT of Parcel C as shown on Exhibit D. The COMMISSION agrees to restore said Parcel C at the conclusion of the construction period to a condition comparable to that when taken. It is expressly understood that the RAILROAD will not have vehicular access from its abutting property to the EXTENSION except by the use of public highways. The COMMISSION will reimburse the RAILROAD in the amount of Two Hundred and Fifty Dollars (\$250.00) to cover the cost and expense incurred by the RAILROAD in preparing and processing said easements.

Easements and construction agreements covering the 24" and 36" water mains and the 5'6" sewer within the PROJECT area have been concluded between the parties hereto.

If, at any time in the future, the highway is absolutely discontinued and abandoned by the governing body having jurisdiction of that portion of the highway including the PROJECT, the governing body shall, at its own expense, remove that portion of the PROJECT which lies within RAILROAD right of way limits, insofar as structures X10 and X11 of 82252F are concerned.

SECTION 16: The PUBLIC AUTHORITIES will, at their own expense, secure the necessary right of way and easements, temporary and permanent, including a temporary easement over and across Parcel D as shown on Exhibit D to be used for the temporary run-around track of the RAILROAD, except that now owned by the RAILROAD as covered in SECTION 15 hereof, and do hereby assume the payment of all abuttal damages, if any there be, to property, business or persons, other than to the property of the RAILROAD, arising in any matter from said PROJECT.

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

The RAILROAD hereby waives any and all claims for damages to

itself or to any abutting property owned or controlled by it within the extent of the PROJECT by reason of the construction of the PROJECT or the limiting of access to the highway.

SECTION 17: Inasmuch as this is a project for the removal of the northerly abutment and the strengthening of the northerly pier of the existing grade separation structure (X12 of 82252F), and inasmuch as the several EXTENSION roadways are established as new highways and are not essentially relocations of the existing highway, as classified in Policy and Procedure Memorandum No. 21-10, Section 5, b, (2) and (4) respectively, of the BUREAU, and amendments thereto, the construction of the PROJECT shall be considered as not resulting in ascertainable benefits to the RAILROAD and consequently the RAILROAD shall not be assigned liability as to the cost thereof.

SECTION 18: If, at any time, without fault of the parties hereto, the work which is hereunder agreed to be done by the COMMISSION shall cease and not be resumed within sixty (60) days, the parties hereto, if not then agreed, will agree upon and will perform such work as is reasonably necessary to place Davison Avenue and the right of way and tracks and other facilities of the RAILROAD in a satisfactory, permanent operating condition, and the PUBLIC AUTHORITIES will assume and pay the cost thereof; provided that the aforesaid sixty (60) day limitation shall not apply to the temporary suspension of work under Order of any governmental agency or court, in which event the work shall be resumed and completed as soon as possible in accordance with the terms of this Agreement.

SECTION 19: In the event delays or difficulties occur before the commencement of physical operations hereunder which, in the opinion of the COMMISSION, render it impracticable to proceed with the construction of the PROJECT, the COMMISSION may serve written notice thereof upon the RAILROAD, and this Agreement shall thereupon terminate forthwith.

→ SECTION 20: When the work of construction of the PROJECT has been completed, the RAILROAD, at its sole cost and expense, will maintain, repair, replace and renew its tracks, ties, ballast, and all other railroad facilities, and will

repair or replace, or cause to be repaired or replaced, any portion of the grade separation structures, the roadway surfacing, the roadway slopes, and the drainage facilities, which may be damaged or destroyed by accident or otherwise resulting solely from railroad traffic. The COMMISSION, without cost to the RAILROAD and in accordance with this Agreement, will maintain, repair, replace and renew, or cause same to be done, as and when the circumstances may require, said grade separation structures, including the pier common to the existing (X12 of 82252F) and the new (X13 of 82252F) grade separation structures, except the balance of the existing grade separation structure (X12 of 82252F), the roadway surfacing, the roadway slopes, and the highway drainage facilities, and also, at its sole cost and expense, will repair or replace, or cause to be repaired or replaced, any portion of said grade separation structures, including said existing grade separation 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: Except as amended hereby, the aforesaid Agreement between the BOARD, DETROIT, HIGHLAND PARK, and the RAILROAD, dated September 12, 1938, covering the construction and maintenance of the existing highway underpass structure (X12 of 82252F) shall remain in full force and effect.

SECTION 22: Either the COMMISSION, the BOARD, DETROIT, HIGHLAND PARK, or the RAILROAD may now, or at any time hereafter, and from time to time, at its own option, and at its sole cost and expense, construct or provide additional facilities and betterments to this PROJECT, together with the necessary construction and expenditures to adapt the same to the new physical conditions occasioned by such additional facilities and betterments. It is agreed that such construction shall not be undertaken by either the COMMISSION, the BOARD, DETROIT

HIGHLAND PARK or the RAILROAD without full approval by and consent of the other parties insofar as their respective interests are involved.

SECTION 23: 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 24: (a) In connection with the performance of work under this Agreement, the parties hereto (hereinafter in this sub-section a. referred to as the "contractor") agree to comply with the provisions of the State of Michigan "Non-Discrimination Clause for All State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof.

(b) During the performance of this Agreement, the parties hereto, for themselves, their assignees, and successors in interest (hereinafter in this sub-section b. referred to as the "contractor") agree to comply with the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (15 C.F.R. Part 8) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof.

SECTION 25: The Resolution of the State Administrative Board, dated October 17, 1967, entitled "Highway Department Construction and Maintenance Contracts", as set forth in Appendix "C", except paragraph 8 thereof, is hereby made a part hereof.

SECTION 26: It is specifically understood and agreed that this Agreement shall become and be binding on the parties hereto their successors and assigns, when, but not until, the Michigan Public Service Commission has entered an Order authorizing, permitting, and approving the foregoing PROJECT, the Administrative Board of the State of Michigan has approved this PROJECT and this Agreement and has authorized the COMMISSION to proceed therewith, the BOARD has, by resolution, approved this PROJECT and this Agreement and has authorized the execution hereof, and the Common Council of DETROIT has, by resolution, approved the PROJECT and directed the Mayor and the Commissioner of Public Works to execute this Agreement on behalf of DETROIT and the City Council of HIGHLAND PARK has, by resolution,

approved the PROJECT and directed the Mayor and the City Clerk to execute this Agreement on behalf of HIGHLAND PARK, and a certified copy of each resolution is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers as of the day and year first above written.

APPROVED
BPC, 1/5/68
Mgr. of Real Estate & Ind. Dev.
APPROVED BY: [Signature]
10-DRM
6/13/67

Approved for the MICHIGAN STATE HIGHWAY COMMISSION, the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN, the CITY OF DETROIT, the CITY OF HIGHLAND PARK, and the GRAND TRUNK WESTERN RAILROAD COMPANY as to substance and engineering:

ACCTG. FEATURES APPROVED
[Signature]
Asst. Comptroller

MICHIGAN STATE HIGHWAY COMMISSION
By [Signature]
Assistant to Deputy Director,
Engineering
ASSISTANT TO THE CHIEF ENGINEER

BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF WAYNE, MICHIGAN
By [Signature]
County Highway Engineer

CITY OF DETROIT
By [Signature]
City Engineer

CITY OF HIGHLAND PARK
By [Signature]
City Engineer

OF
[Signature]
City Attorney

APPROVED BY AD BOARD:
6-4-68

GRAND TRUNK WESTERN RAILROAD COMPANY
By [Signature]
Chief Engineer

APPROVED
MICHIGAN PUBLIC SERVICE COMMISSION

JUL 18 1968

[Signature]
DIRECTOR RAILROAD DIVISION
X10, X11, X12, X13 & X14 of 82252F

MICHIGAN STATE HIGHWAY COMMISSION

By [Signature]
DIRECTOR

E.F. K
Asst. City
Clerk

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

By [Signature]
Chairman

By [Signature]
Commissioner

By [Signature]
Commissioner

CITY OF DETROIT

By [Signature]
Mayor

Attest: [Signature]
Commissioner of Public Works

CITY OF HIGHLAND PARK

By [Signature]
Mayor

Attest: [Signature]
City Clerk

GRAND TRUNK WESTERN RAILROAD COMPANY

By [Signature]
Vice President

Board of County Road Com'rs.,
Wayne County, Michigan
APPROVED
[Signature]
Asst. City Attorney
[Signature]
Engineer
[Signature]
Director of Finance
[Signature]
Secretary
[Signature]
Managing Director
August 31, 1967

RESOLUTION

Commissioner Berry moved the adoption of the following Resolution:

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

WHEREAS, the Board, on May 19, 1966, entered into a tri-party agreement with the Michigan State Highway Commission and the City of Highland Park, providing for the extension of said limited access freeway; and

WHEREAS, a portion of the construction of said freeway requires the construction of grade separation structures at the freeway intersection with the New York Central Railroad and the Grand Trunk Western Railroad; and

WHEREAS, the Michigan State Highway Commission, for and on behalf of, the Board, the City of Detroit, and the City of Highland Park, have formalized an agreement with the Grand Trunk Western Railroad Company for the construction of grade separation structures across the railroad tracks in the Walter P. Chrysler Freeway and the Davison interchange;

NOW, THEREFORE, be it resolved that the formal agreement between the Michigan State Highway Commission; the Board of County Road Commissioners of the County of Wayne, Michigan; the City of Highland Park; and the Grand Trunk Western Railroad Company, providing for the construction of four (4) new grade separation structures and one (1) reconstructed grade separation structure to separate the tracks of the Grand Trunk Western

Western Railroad Company from the vehicular traffice of the Walter P. Chrysler Freeway and the Davison interchange, be and same are hereby approved; and

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

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

AYES: Commissioners Neudeck and Berry.

NAYS: None.

APPROVED
as to form

Legal Division

CERTIFICATION

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

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


Secretary and Clerk of
the Board

APPENDIX A

NON-DISCRIMINATION CLAUSE FOR ALL STATE CONTRACTS

(With the exception of:

1. contracts for goods or services in an amount of less than \$5,000;
2. contracts entered into with parties employing less than three employees.)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age* or sex*. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, age* or sex*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age* or sex*.
3. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
4. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended, which may be in effect prior to the taking of bids for any individual state project.
5. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Section 4, Act No. 251, Public Acts of 1955, as amended.
6. In the event that the Civil Rights Commission*** finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
7. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission,** and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

* Section 3a (a), Act No. 344, Public Acts of 1965, as amended by Act No. 349, Public Acts of 1966, reads:

"It is an unfair employment practice: "(a) For any employer, because any individual is between the ages of 35 and 60, or because of the sex of any individual, to refuse to hire or otherwise to discriminate against him with respect to hire, tenure, terms, conditions of privileges of employment. Any such refusal to hire or discrimination shall not be an unfair employment practice if based on law, regulation, the requirements of any federal or state training or employment program or on a bona fide occupational qualification and except in selecting individuals for an apprentice program or an on-the-job training program intended to have a duration of more than 4 months."

** Except for those:

1. subcontracts for goods or services in any amount of less than \$5,000;
2. subcontracts entered into with parties employing less than three employees.

*** 3. The Civil Rights Commission referred to is the Michigan Civil Rights Commission.

1.19.67

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APPENDIX "A"

APPENDIX B

During the performance of this agreement, the contractor, for himself, his assignees, and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.
4. Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of State Highways or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of State Highways, or the Bureau of Public Roads, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of State Highways shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including but not limited to,
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraph 1. through 6. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of State Highways or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into litigation to protect the interests of the United States.

APPENDIX "C"

STATE OF MICHIGAN
ADMINISTRATIVE BOARD
RESOLUTION OF OCTOBER 17, 1967
HIGHWAY DEPARTMENT CONSTRUCTION AND MAINTENANCE CONTRACTS

WHEREAS, pursuant to the provisions of Section 2, Act 17, Public Acts of 1925, all contracts entered into by the Michigan Department of State Highways require approval of the State Administrative Board;

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

WHEREAS, it is sometimes necessary for the Michigan Department of State Highways to authorize changes or extra work by contractors without obtaining specific prior approval of the State Administrative Board, in order to avoid delays and increased costs resulting from delay;

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

1. All agreements by the Department to pay for extra or changed work on either a negotiated price or force account basis must be approved by the Administrative Board.
2. Extra or changed work calling for a different price than that specified in the contract, which may have the effect of increasing the contract price, but which cannot increase the contract price by more than \$50,000, may be authorized by the Department in advance of obtaining Board approval if and only if absolutely necessary to avoid construction delays or increased costs that would result from awaiting prior Board approval.
3. Department authorizations for extra work given prior to Board approval shall be presented to the Board for subsequent approval or disapproval as quickly as possible, but in no case more than 45 days after the extra or changed work has been authorized by the Department.
4. No payments for extra or changed work requiring Board approval shall be made until such Board approval has been obtained.
5. No extra or changed work which may cause an increase in the contract price shall be authorized by the Department prior to Administrative Board approval, unless and until the Attorney General or duly authorized Assistant Attorney General has approved the authorization as being in compliance with all legal requirements. Provided, however, that extra or changed work costing not more than \$5,000 may be authorized by the Department without prior approval of the Attorney General, if necessary to avoid construction delays or increased costs.
6. The Department shall not pay nor agree to pay any disputed claim for extra compensation for work already commenced or completed without approval of the Board.
7. No payments for overruns in contract quantities shall be made by the Department unless and until the Board has given prior approval for such payments, except that payments for overruns may be made without Administrative Board approval if such payments do not exceed the following percent of the original contract price: 5% on contracts of \$100,000 or more; 10% on contracts of \$50,000 to \$99,999; 15% on contracts of \$25,000 to \$49,999; 25% on contracts of less than \$25,000.
8. The Department shall not pay more than 90% of any amounts up to \$50,000 earned by a contractor, nor more than 95% of any amounts in excess of \$50,000 earned by a contractor on any construction or maintenance contract unless and until the project is complete, and the road has been fully and finally accepted by the Department. This paragraph shall apply to all construction and maintenance contracts for which bids were received after the effective date of this Resolution.

(over)

SUPPLEMENTAL SPECIFICATIONS

SPECIAL PROVISIONS

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

1. To cooperate with public utility, railroad and other organizations having occasion to carry on their usual work within the limits of the Project, or doing work on and in connection with the Project.
2. To conduct his work in such a manner that the construction of said grade separation structures shall be executed without damage and, insofar as is possible, without delay to the trains of the Grand Trunk Western Railroad Company, hereinafter referred to as the Railroad Company, and will observe such reasonable restrictions as the Chief Engineer of the Railroad Company, or his representative on the ground, acting through the engineer of the Highway Commission, may impose for the safety and dispatch of persons and property of, or in care of, the Railroad Company, and for the safe and expeditious operation of its trains.
3. To avoid unnecessary use of railroad property without written permission of the Railroad Company and to leave railroad roadbed and property in a condition acceptable to the Chief Engineer of the Railroad Company.
4. To carry the following insurance, in a form, and with an insurer or insurers, acceptable to the Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, the City of Highland Park, and the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226:
 - a. Workmen's Compensation Insurance.
 - b. Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Commission and

to the Railroad Company copies of policies as evidence that, with respect to the operations he performs, he carries standard Contractor's Public Liability Insurance providing for a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to, or death of, one person, and, subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and standard Contractor's Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property in any one occurrence, and, subject to that limit per occurrence, an aggregate limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

The Contractor's Property Damage Liability Insurance shall include coverage for the following items:

- (1) Underground damage to facilities due to drilling and excavating with mechanical equipment in streets and highways.
- (2) Collapse or structural injury to structures due to blasting or explosions, excavating, grading, tunneling, pile driving or cofferdam work.

If any part of the work is sublet, similar insurance with like amounts of coverage shall be provided by or in behalf of the subcontractors to cover their operations.

Contractual Insurance in accordance with the Standard Specifications of the Highway Commission, dated September 1, 1967, as amended, shall be provided as a part of this policy.

- c. Contractor's Protective Public Liability and Protective Property Damage Liability Insurance.

The Contractor shall furnish to the Highway Commission and to the Railroad Company copies of policies as evidence that, with respect to the operations performed for him by subcontractors, he carries in his own behalf standard Contractor's Protective Public Liability Insurance and standard Contractor's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

- d. Owner's Protective Public Liability and Protective Property Damage Liability Insurance in behalf of the County of Wayne, Michigan, the Board of County Road Commissioners of the County of Wayne, the City of Detroit, and the City of Highland Park.

The Contractor shall furnish to the Highway Commission, to the Board of County Road Commissioners of the County of Wayne, to the City of Detroit and to the City of Highland Park, 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, the City of Detroit, and the City of Highland Park standard Owner's Protective Public Liability Insurance and standard Owner's Protective Property Damage Liability Insurance providing for coverage and limits of liability which are identical with the coverage and limits of liability of insurance required under the Contractor's Public Liability and Property Damage Liability Insurance as set forth in subparagraph b. above.

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

The Contractor shall furnish to the Highway Commission and to

the Railroad Company copies of policies as evidence that, with respect to the operations he or any of his subcontractors perform, he has provided for and in behalf of The Grand Trunk Western Railroad Company standard Railroad's Protective Public Liability Insurance providing for limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each individual and One Million Dollars (\$1,000,00.00) for each occurrence with respect to bodily injury or death; and standard Railroad's Protective Property Damage Liability Insurance providing for limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate of One Million Dollars (\$1,000,000.00) for the term of the policy with respect to property damage and physical damage to property. The Railroad Company, upon receipt thereof, shall forthwith review these policies and shall notify the Highway Commission and the Contractor of its approval or disapproval. The Contractor shall not enter upon railroad property until he shall have received notice of Railroad Company approval of these policies. Said Railroad Protective Insurance shall conform to the Form prescribed therefor in Policy and Procedure Memorandum No. 20-12 of the BUREAU, dated June 30, 1967, and amendments thereto of the BUREAU. Copies of said Form may be obtained from the Contracts Section, Michigan Department of State Highways, Stevens T. Mason Building, Lansing, Michigan - 48926.

f. General.

The insurance hereinbefore specified shall be with an acceptable insurance company authorized to do business in the State of Michigan and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the Highway Commission. Each policy shall

be provided with the following endorsement:

"It is hereby agreed that 30 days prior written notice of cancellation, expiration, termination, or reduction of coverage provided by this policy will be given to the Michigan Department of State Highways, to the Board of County Road Commissioners of the County of Wayne, to the City of Detroit, to the City of Highland Park, and to the Grand Trunk Western Railroad Company, 131 West Lafayette Boulevard, Detroit, Michigan - 48226.

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

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

will not be permitted to operate any of his own equipment on railroad tracks, except under proper arrangement with the Railroad Company. Such equipment and the operation of such equipment, or equipment rented from the Railroad Company, shall be arranged for by the Contractor with the Railroad Company and the cost for its use, including protection of railroad traffic, shall be borne by the Contractor.

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

c. All such protection costs shall be included by the Contractor in his unit price bid for affected items. Railroad bills for such protection costs accruing to the Contractor shall be paid promptly. Before final payment is made by the Highway Commission to the Contractor, he shall submit satisfactory evidence that he has paid the Railroad Company for protection services and devices furnished. The Railroad Company's current rates and charges that would enter into the flagging costs are as follows:

GRAND TRUNK WESTERN RAILROAD COMPANY

RATES FOR FLAGMAN SERVICE AT CHRYSLER-DAVISON
INTERCHANGE - DETROIT

X10 to X14 of 82252 F

Regular Assigned Hours Monday to Friday

8 hours each day -		25.87
Vacation Allowance	6% of 25.87	1.55
Paid Holidays	2-3/4% of 25.87	.71
Health & Welfare	5% of 25.87	1.29
RR Ret. & Unemp. Ins.	12.4% of 29.42	3.65
Supplemental Pension	.6% of 29.42	.18
Workmen's Comp. & Publ Liab.	4% of 27.42	1.10
		<hr/>
TOTAL DAILY RATE		34.35

Overtime rate is \$5.23 per hour plus the same overhead percentages.

Office of Chief Engineer
Detroit, Michigan
June 12, 1967

- d. Protection costs will be charged by the Railroad Company in accordance with the working agreements between the Railroad Company and its employees. Such costs shall include the actual cost of wages paid, including unemployment, retirement, vacation allowance and other payroll taxes, surcharges, overhead, insurance, and other standard and legal costs incidental thereto.
- e. The Contractor shall consult with the proper operating and engineering representatives of the Railroad Company to determine the type and costs of protection required to insure safety and continuity of railroad traffic incidental to the particular methods and equipment to be used for the work, and shall satisfy himself as to the provisions of the several working agreements between the Railroad Company and its employees, insofar as these agreements may affect the cost of protection chargeable to him.
- f. Protection of railroad traffic might include, but not be limited to, the following:
- (1) Conductor service to protect men and equipment while work is being performed within prescribed clearances or above tracks, while construction plant, equipment or materials are being moved across tracks, and while workmen are required to cross continuously back and forth over tracks in the performance of their work.
 - (2) Providing shanty for conductor's use, including the installation of dispatcher's telephone.
 - (3) Installation and maintenance of slow boards and lamps.
 - (4) Switchtenders and/or operators as required for temporary railroad operation.
- g. No provision of these Supplemental Specifications, nor approval by the Railroad Company as to construction operations, shall relieve the Contractor of any responsibility or liability whatsoever.

- h. Prior to construction of footings adjacent to or under the tracks of the Railroad Company, or falsework for supporting the superstructure concrete, formal approval of the Chief Engineer of the Railroad Company will be obtained for the method of construction to be used, and for the horizontal and vertical clearances over and adjacent to the tracks of the Railroad Company 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 his construction.
6. To pay the Railroad Company or owning company for any changes to railroad property, facilities, or to wire and pipe lines, required for the Contractor's convenience, other than shown on the Plans for the Project. In the event that the Contractor shall require a temporary crossing of railroad tracks, other than that shown on the Plans, he shall give at least six weeks advance notice to the Railroad Company of such need. It shall be the responsibility of the Contractor to determine and comply with the requirements of the Railroad Company covering the location, installation, protection, maintenance, use and removal of such temporary crossing. The Contractor shall bear all costs and expenses incidental thereto, including, but not limited to, the costs of installation, protection, maintenance and removal of such temporary crossing, contractual liability insurance thereon, and incidental work such as drainage facilities and removal, alteration and replacement of railroad fences.
7. To conduct his operations both on and off Railroad Company right of way so that no earth, mud, silt or other foreign matter will be allowed to foul railroad track ballast. In order to accomplish this, it may be necessary for the Contractor to construct temporary earth dikes, sheeting or tie cribbing or other precaution taken by him to prevent the fouling of railroad track ballast.

Where, in the opinion of the Railroad Company, demolition work, concreting or hauling along, over or across tracks will result in ballast

becoming fouled, the Contractor shall take preventive measures to protect the entire ballast section by nailing canvas, plywood or similar material to the ties in the entire area likely to be affected, the protective material remaining in place until there is no further possibility of fouling the ballast and then removed by the Contractor.

These protective measures shall be performed by, and at the expense of, the Contractor and under the supervision of, and to the satisfaction of, the Chief Engineer of the Railroad Company or his authorized representative, but the Railroad Company assumes no responsibility for the adequacy thereof.

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

8. To maintain temporary minimum construction clearances of twenty-one (21) feet vertically from top of rail and eight (8) feet, six (6) inches horizontally from, and measured at right angles to, center line of nearest track for erection of any necessary falsework, bracing or forms.

Approved for the Michigan State Highway Commission, the Board of County Road Commissioners of the County of Wayne, Michigan, the City of Detroit, the City of Highland Park, and the Grand Trunk Western Railroad Company as to substance and engineering:

MICHIGAN STATE HIGHWAY COMMISSION

By *Gordon J. Fellow*
~~Assistant to Deputy Director,~~
~~Engineering~~
ASSISTANT TO THE CHIEF ENGINEER

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

By *M. J. Zolik*
County Highway Engineer

CITY OF DETROIT

By *Alfred Berarducci*
City Engineer

CITY OF HIGHLAND PARK

By *Edward R. Wujcik*
City Engineer

GRAND TRUNK WESTERN RAILROAD COMPANY

By *J. S. Sutton*
Chief Engineer