

July 25

The contractor denies liability for any liquidated damages, claiming that the delay was caused by extras and other conditions beyond his control.

We have negotiated the matters in dispute and we have arrived at a settlement of all matters in dispute, subject to Common Council approval, as set forth in the letter of July 17, 1961 from the Detroit Historical Commission, addressed to your Honorable Body and attached hereto.

You will note that under the settlement proposal the City withholds the following sums:

Credits for work changed or omitted \$958.00.

Allowance for additional engineering and architectural services \$3,300.00.

Reserve for modification of building roof flashings (any funds not needed will be returned to Salvaggio & Sons) \$3,000.00.

Total—\$7,258.00.

We have agreed to accept this amount under the circumstances herein set forth in lieu of liquidated damages.

We believe the settlement to be a good one and in view of the recommendation of the Detroit Historical Commission, we recommend that the settlement be approved by your Honorable Body.

Respectfully submitted,  
NATHANIEL H. GOLDSTICK,  
Corporation Counsel.

By Councilman Patrick:

Resolved, That settlement between the Detroit Historical Commission and the Salvaggio & Sons Construction Company for final payment of Contract 29191 for construction of the Dossin Great Lakes Museum, as set forth in foregoing communications from the Detroit Historical Commission and the Corporation Counsel, be and the same is hereby approved, and the City Controller is hereby authorized and directed to honor vouchers when presented in accordance therewith.

Adopted as follows:

Yeas—Councilmen Carey, Connor, Patrick, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—9.

Nays—None.

Detroit Housing Commission  
July 14, 1961.

Honorable Common Council:

Gentlemen—We wish to advise that in carrying out the development plan for the Milwaukee Junction Project No. 1 which is being undertaken by the City of Detroit, it will be necessary to relocate Hendrie Avenue between Rivard and Russell Streets.

Due to the construction of the Walter P. Chrysler Expressway, it now becomes necessary to open and pave Hendrie Avenue between Rivard Street

and the public alley first easterly of Rivard Street. This office has advised the City Engineer's Office to proceed with the paving of Hendrie Avenue to be relocated easterly of Rivard Street. It will therefore be necessary for land to be allocated for the relocation of said street.

In view of the foregoing it will be necessary to adopt the attached resolution allocating the necessary land to relocate Hendrie Avenue east of Rivard Street.

Respectfully submitted,  
MARK K. HERLEY,  
Director-Secretary.

By Councilman Patrick:

Resolved, That the northerly 58.72 feet, except the easterly 10.00 feet thereof of Lot 11 of L. P. Desnoyer's Subdivision of Outlot No. 10, and south part of Outlot No. 11, Mullett Farm, in the City of Detroit, as recorded in Book of Plats on Page 181, Wayne County Records, be and the same is hereby allocated for street purposes to be known as Hendrie Avenue.

Adopted as follows:

Yeas—Councilmen Carey, Connor, Patrick, Rogell, Smith, Van Antwerp, Wise, Youngblood and President Beck—9.

Nays—None.

Parks and Recreation

July 17, 1961.

Honorable Common Council:

Re: Contract PR-153—

Service Building—Palmer Park.

Adjusted Contract Price:

\$136,585.26.

Contractor: DeMare Brothers.

Gentlemen—This is to certify that all work required of the Contractor in the performance of this Contract has been fully completed and found acceptable under the terms and conditions thereof, and that the total value of such completed work, including all Contract Changes duly issued, is that stated above as the Adjusted Contract Price.

The Contractor has submitted an affidavit that all payrolls, material bills, and all other indebtedness incurred by him in connection with the work have been paid. Claims relying on the Labor and Material Bond have been filed with the Surety. The Surety has given written consent to final payment notwithstanding such claims filed.

It is therefore recommended that the total value of the work, as above stated, less the total amounts previously paid on all progress payments and less the amount for liquidated damages for non-completion within the time allowed, be paid to the Contractor with the understanding that such payment is made by the City and accepted by the Contractor under the Contract provisions covering final payment.

DONALD B. WARD,  
Engineer of Inspection.