

assessment cost for construction remain at \$4,620.40, the same as in the original accepted proposal.

Adopted as follows:
Yeas—Councilmen Beck, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—8.
Nays—None.

Department of Public Works
August 20, 1956.

Honorable Common Council:
Gentlemen—On August 14, 1956, 6 bids were received for the construction of Relief Sewer 6927 in Santa Clara Between Livernois Avenue and Birchcrest Drive, Contract PW-2174, as listed on the attached tabulation.

The low bid is regular in all respects and in accordance with the Contract requirements. It is, therefore, recommended that the Contract be awarded to the low bidder, George A. Odien, Inc., in the amount of \$29,889.00.

In addition to the Contract price, it is estimated that \$1,711.00 will be required to cover the cost of advertising, inspection, and minor contingencies, making the total funds required \$31,600.00 which are available in Account 925-2383-923.

Respectfully submitted,
GLENN C. RICHARDS,
Commissioner.

By Councilman Van Antwerp:
Resolved, That the Commissioner of Public Works be and he is hereby authorized and directed to enter into contract for the construction of Relief Sewer 6927 in Santa Clara Between Livernois and Birchcrest Drive, Contract PW-2174, with George A. Odien, Inc., in the amount of \$29,889.00; and be it further

Resolved, That the Controller be and he is hereby authorized and directed to honor vouchers when presented, the vouchers to include the cost of advertising, inspection, and minor contingencies, as well as the Contract cost and charge them to Account 925-2383-923.

Adopted as follows:
Yeas—Councilmen Beck, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—8.
Nays—None.

Department of Public Works
August 20, 1956.

Honorable Common Council:
Gentlemen—Contract PW-2158 is for the Addition to Employee's Building at the St. Jean Yard. The Richard Eiserman Company is the Contractor.

At the time this building was designed and bids taken, gas for heating was not available. Now that gas is available, it is deemed advisable to use this method of heating rather than use fuel oil as originally contemplated.

The Contractor has submitted a price of \$2,680.08 for making this change. This price has been checked and found to be fair and reasonable for the work involved. It is, therefore, recommended that this change be added as an extra to the existing Contract PW-2158, in the amount mentioned.

Respectfully submitted,
GLENN C. RICHARDS,
Commissioner.

By Councilman Van Antwerp:
Resolved, That the change described in the foregoing communication, consisting of the installation of a gas fired heating unit in place of the oil burner originally contemplated, be added as an extra to the existing Contract for the Addition to Employee's Building at the St. Jean Yard, Contract PW-2158, in the amount of \$2,680.08; and be it further

Resolved, That the Controller be and he is hereby authorized to honor vouchers when presented covering this additional cost.

Adopted as follows:
Yeas—Councilmen Beck, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—8.
Nays—None.

Department of Public Works
August 20, 1956.

Honorable Common Council:
Gentlemen—We are returning herewith the petition of the Westminster Church of Detroit, Petition No. 8631, requesting the vacation of a portion of Lauder Avenue between Outer Drive and Thatcher Avenue. The request was approved by the City Plan Commission and the petition was then referred to this office by your Committee of the Whole for investigation and report.

We wish to advise that our investigations are completed.
As per our request on August 8, 1956, the petitioner deposited with the Permit Division of the Department of Public Works the sum of \$900.00, Receipt No. 75936, said amount being the estimated cost of removing curved curb and to construct straight curb and sidewalk incident to such removal, necessitated by the vacation of said portion of Lauder Avenue.

All other City departments and privately owned utility companies reported that they will be unaffected by the vacation of said portion of street. We recommend the adoption of the attached resolution.

Respectfully submitted,
GLENN C. RICHARDS,
Commissioner.

By Councilman Van Antwerp:
Resolved, That the easterly 30 feet of Lauder Avenue 60 feet wide, between the south line of Thatcher Avenue 47 feet wide as now estab-

lished and the north line of Outer Drive 150 feet wide as new established, which portion of street was deeded to the City of Detroit, said deed having been accepted by the Common Council of the City of Detroit on June 8, 1954, J.C.C. Pages 1437 and 1438;

Also, the east 15 feet of the westerly 30 feet of Lauder Avenue 60 feet wide, between the south line of Thatcher Avenue 47 feet wide as now established and the north line of Outer Drive 150 feet wide as now established which portion of street was deeded to the City of Detroit, said deed having been accepted by the Common Council of the City of Detroit on June 26, 1945, J.C.C. Pages 1297 and 1298;

Be and the same are hereby vacated as a public street to become a part and parcel of the adjoining property.

Adopted as follows:

Yeas—Councilmen Beck, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—8.
Nays—None.

Department of Public Works
August 23, 1956.

Honorable Common Council:

Re: Contract PW-2138-R (1)
For: Additional Parkview
Sewer Repair
Adjusted Contract Price:
\$38,166.83

Contractor: Fattore Company

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.

It is therefore recommended that the total value of the work, as above stated, less the total amounts previously paid on all progress payments, 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.

Respectfully submitted,
JOHN S. PERCIVAL,
Engineer of Tests
& Inspection.
M. F. WAGNITZ,
City Engineer.
GLENN C. RICHARDS,
Commissioner.

By Councilman Van Antwerp:

Whereas, From the foregoing communication, it appears that all work required to be performed by the Contractor under the Contract therein

named has been fully completed; and

Whereas, The completed work has been found acceptable under the terms and conditions of said Contract by the department for whom the work was performed; therefore be it

Resolved, That the said Contract be and is hereby accepted.

Adopted as follows:

Yeas—Councilmen Beck, Lincoln, Rogell, Smith, Van Antwerp, Wise, Youngblood, and President Miriani—8.
Nays—None.

Department of Public Works
August 20, 1956.

Honorable Common Council:

Gentlemen — In response to published advertisements, bids were received on August 14, 1956, for Alley Paving Group 56-5A, as follows:

PW-2774F—Outer Drive, Warwick, Grand River, Lancashire.
PW-2775F—Bretton Drive, Outer Drive, Grand River, Lancashire.
PW-2776W—Dwyer, St. Louis, Iowa, Nevada.

PW-2777W—Mackay, Maine, McNichols, Stender.

PW-2778W-F—Wisconsin, Ohio, W. Chicago, Orangelawn.

PW-2779W—Cavalry, Campbell, Porter, Rogers.

PW-2780F—San Juan, Prairie, Grove, McNichols.

PW-2781F—Lawton, Linwood, Davison, Clements.

PW-2782W—Rockdale, Outer Drive, Outer Drive, Schoolcraft.

PW-2783F—St. Cyril, Townsend, Harper, Hafeli Place.

PW-2784F—Braille, Patton, Seven Mile Cambridge.

A tabulation of bids received on each of the Contracts is attached.

The low bid received on each of the Contracts is regular in all respects and in accordance with the Contract requirements, except for Contracts PW-2777W, PW-2779W, PW-2780F, PW-2783F, and PW-2784F. On these Contracts, the low bid was submitted by A. N. Marando and Son. The proposal contained the typed name of the bidder in the proper location, A. N. Marando and Son, and also included the typed name, A. N. Marando, under the line provided for the bidder's signature. However, the bidder did not sign the proposal. A bulletin was issued on this group which had to be signed and returned as part of the bidder's proposal. This was returned signed. This bidder also submitted a bid bond which he had properly signed. The bidder also submitted a proposal for Group 56-4A at the same time which was properly signed. Mr. Marando stated that it was an oversight on his part in not signing the proposal.

This matter has been taken up with the Corporation Counsel and a verbal opinion has been given that there is sufficient evidence contained