

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.

R. C. MONAHAN,
Engineer of Inspection
ALFRED BERARDUCCI,
City Engineer
ROBERT E. TOOHEY,
Commissioner.

By Councilman Miriani:

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, Hood, Miriani, Ravitz, Rogell, Van Antwerp and President Carey—7.

Nays—None.

Department of Public Works

February 27, 1968

Honorable Common Council:

Gentlemen—This is to certify that all work required of the Contractors in the performance of these Contracts 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 below 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 except items specifically listed as unpaid. The Surety has given written consent to final payment notwithstanding such unpaid items.

It is therefore recommended that the total value of the work, as stated below be paid to the Contractors with the understanding that such payments are made by the City and accepted by the Contractors under the Contract provisions covering final payment.

Alley Paving—Blk. Bdd. by:
PW-7124F, Barlow, Goulburn, Gratiot, Minden, Contr. Hartwell Constr. Co. Inc., Adjusted Contract Price \$7,783.00.

PW-7126F, Gitre, Hickory, Gratiot, McNichols, Contr. Hartwell Constr.

Co. Inc., Adjusted Contract Price \$12,208.64.

PW-7127F, Gratiot, Roseberry, Glenfield, Flanders, Contr. Hartwell Constr. Co. Inc., Adjusted Contract Price \$10,254.18.

PW-7129F, Gratiot, Peoria, Linnhurst, Saratoga, Contr. Hartwell Constr. Co. Inc., Adjusted Contract Price \$7,376.20.

PW-7130F, Conner, Gratiot, Rosemary, Charlemagne, Contr. Hartwell Constr. Co. Inc., Adjusted Contract Price \$5,050.34.

PW-7131F, Gratiot, Laurel, Rochelle, Hazelridge, Contr. Hartwell Constr. Co. Inc., Adjusted Contract Price \$7,254.04.

PW-7128F, Gratiot, Garnet, Alma, Mayfield, Contr. Hartwell Constr. Co. Inc., Adjusted contract Price \$3,904.28.

R. C. MONAHAN
Engineer of Inspection
ALFRED BERARDUCCI
City Engineer
ROBERT E. TOOHEY
Commissioner

By Councilman Rogell:

Whereas, From the foregoing communication, it appears that all work required to be performed by the Contractors under the Contracts therein named has been fully completed; and

Whereas, The completed work has been found acceptable under the terms and conditions of said Contracts by the Department of Public Works; therefore be it

Resolved, That the said Contracts be and are hereby accepted.

Adopted as follows:

Yeas — Councilmen Beck, Hood, Miriani, Ravitz, Rogell, Van Antwerp and President Carey—7.

Nays—None.

Department of Public Works

February 27, 1968

Honorable Common Council:

Re: Petition No. 2971, City of Detroit Board of Education; Vacation of Alley bounded by Otsego, Petoskey, Dumbarton and Grand River

Gentlemen—The above petition requests the vacation of the north-south public alley, 20 feet wide, south of Otsego between Petoskey and Dumbarton. The requested vacation was approved by the City Plan Commission with the recommendation that sufficient land be dedicated for a new alley outlet into Petoskey Avenue.

The petition was then referred to us for investigation and report. Our report, accompanied by the original petition, is as follows:

The petitioner has made the following interdepartmental purchase orders with the City Treasurer, which have been credited to the departments and accounts named, for the purposes indicated: Fire Department, Purchase Order No. 93029, for the

relocation of one fire hydrant from the entrance of the proposed new alley outlet; Public Lighting Commission, Purchase Order No. 93030, for the relocation of poles, lighting standards and overhead standards; Department of Public Works' Street Maintenance Division, Fund No. 143-6241, Purchase Order No. 93032, for the paving of the newly-deeded alley and construction of new alley return; Street Maintenance Division, Purchase Order No. 93031 in the amount of \$252.42 for the original cost of paving the south one-half of Otsego Avenue at the intersection of Otsego Avenue and the alley to be vacated.

The petitioner has also requested that the paved return at the entrance to Otsego Avenue remain in its present status as the petitioner plans to utilize same and had agreed by letter filed with the original petition to pay all costs incidental to the removal of same whenever the discontinuance of use makes such removal necessary.

A Quit Claim Deed has been received from the petitioner, deeding to the City of Detroit, land for the new alley outlet into Petoskey Avenue. This deed was approved as to form and execution by the Corporation Counsel and as to description by the City Engineer, and is attached for your Honorable Body's acceptance.

Proper provisions are incorporated into the vacating resolution protecting the City's interest in sewers located in the public right-of-way to be vacated.

All other involved City departments and privately-owned utility companies reported that they have no objection to the proposed vacation or that they have reached satisfactory agreements with the petitioner regarding their installations therein.

The adoption of the attached resolution is recommended.

Respectfully submitted,

ROBERT E. TOOHEY
Commissioner

By Councilman Van Antwerp:

Resolved, that all that part of the north-south alley 20 feet wide in the block bounded by Otsego, Petoskey, Dumbarton, and Grand River Avenues as platted in the Lambrecht, Kelly and Company's Grand River Terminal Subdivision of part of $\frac{1}{4}$ section 49 10,000 Acre Tract, Greenfield Township, Wayne County, Michigan, as recorded in Liber 27 Page 86 of Plats, Wayne County Records, more particularly described as lying east of and adjoining the east line of the north 20 feet of Lot 13, and lying east of and adjoining the east line of Lots 14 to 22 both inclusive of the above-mentioned subdivision, also,

All that part of the north-south alley 20 feet wide as platted in the Dumbarton Road Subdivision of part of the westerly $\frac{1}{2}$ of $\frac{1}{4}$ Section 49, 10,000 Acre Tract, City of Detroit,

as recorded in Liber 44, Page 72 of Plats, Wayne County Records, more particularly described as lying west of and adjoining the west line of the north 52.1 feet of Lot 12, and lying west of and adjoining the west line of Lots 13 to 17, both inclusive,

Be and the same is hereby vacated as a public alley and becomes part and parcel of the adjoining property subject to the following provisions:

1) PROVIDED, that by reason of the vacation of the above property, the City of Detroit does not waive any rights to the sewers located or to be located therein, and, at all times, shall have the right to enter upon the premises, if found necessary to repair said sewers, alter, service or install same; and further

2) PROVIDED, that no building shall be constructed over said sewers without the prior approval of such building construction by the Sewer Design Section of the Department of Water Supply and the Department of Buildings and Safety Engineering; and further

3) PROVIDED, in the event that the sewer located or to be located in said property shall break, causing damage to any construction, property or materials above, the petitioners and their assigns, by acceptance of the permit for construction over said sewer, waive all claims for damages; and further

4) PROVIDED, that if the sewer located or to be located in said property shall break or be damaged, as a result of any action on the part of the petitioner, or assigns (by way of illustration but not limitation, such as storage of excessive weights of materials, or any construction not in accordance with Provision 2, mentioned above), then in such event, the petitioner or assigns shall be liable for all costs incidental to the repair of such broken or damaged sewer; and be it further

RESOLVED, that at any time in the future the removal of the paved alley return at the entrance of vacated alley becomes necessary, the entire cost of such removal shall be borne by the City of Detroit Board of Education, its heirs, executors, administrators or assigns, and be it further

RESOLVED, that the Quit Claim Deed of the Board of Education deeding land to the City of Detroit for alley purposes being described as the south 20 feet of Lot 13 of Lambrecht, Kelly and Company's Grand River Terminal Subdivision of Part of $\frac{1}{4}$ Section 49 10,000 Acre Tract, Greenfield Township, Wayne County, Michigan, as recorded in Liber 27, Page 86 of Plats Wayne County Records,

Be and the same is hereby accepted and the City Controller is hereby directed to record said Deed in the office of the Register of Deeds for Wayne County.

Adopted as follows:
Yeas—Councilmen Beck, Hood, Miriani, Ravitz, Rogell, Van Antwerp and President Carey—7.
Nays—None.

Purchases and Supplies
March 5, 1968

Honorable Common Council:
Gentlemen—The Department of Purchases and Supplies has advertised for bids in accord with specifications and recommends that contracts be entered into with firms or persons as is detailed in the following communications:

FILE NO. 0102

Six bids were received as a result of sixteen solicitations, as per tabulation, for furnishing the Public Lighting Commission with Concrete Mixers.

To: W. E. Phillips, Equipment Sales, Inc. of Southfield, Michigan (Lowest Acceptable Bid)—

2 Only Concrete Mixers, wheel mounted, 3½ cu. ft. capacity, with 6 H.P. Wisconsin Engine. Gilson Model 3½ ST-SE, \$628.90 Each.

This purchase totals \$1,257.80.

Price is firm and F.O.B. delivered.
Terms: Net—30 Days.

FILE NO. 0268

Four bids were received as a result of ten solicitations, as per tabulation, for furnishing the Department of Parks and Recreation with Mowers, Power, Trimmers, and Edgers, Etc.

To: W. F. Miller Co. of Birmingham, Michigan—

- 1 Item Lowest Bid.
- 2 Items Lowest Acceptable Bid.
- 1 Item Sole Bid.

17 Only Mowers, Lawn, Rotary, self propelled, 31 in. cut, with 4 cycle 9 H.P. motor. Devere Deluxe Model, \$499.00 Each.

Less Trade-In Allowance For:

4 Only Used Moto Mower, Ser. No. D18575, Inv. No. 275492; Ser. No. D18573, Inv. No. 275493; Ser. No. D18574, Inv. No. 275494; Ser. No. D18576, Inv. No. 275495, The Sum of \$15.00 Each.

1 Only Used Spinaway Mower, Ser. No. 5155, Inv. No. 373483, Sum of \$25.00.

4 Only Mowers, Rotary, 60 in. cut, with 12.5 H.P. motor and sulky. Kut-Kwick Model H1250-60. \$1,550.00 Each.

Less Trade-In Allowance For:

2 Only Used Mowers, Rotary, 60 in. cut, Kut-Kwick Model H 1250-60, Ser. No. 28391 and 28393, Inv. No. 396483 and 396484. The Sum of \$100.00 Each.

1 Only Mower, 7 gang unit, with 20 in. wheels, height of cut adjustable 13/16 in. to 3-9/16 in., adjustable spring to apply 50 lbs. down pressure on rear roller, overall cutting swath of 15 ft., 6 in. Jacobson-Worthington fairway mower. Complete for the Sum of \$2,489.00.

Less Trade-In Allowance For:
1 only USED Mowers, 7 gang tractor drawn, Toro Spartan Model 01130, Inv. No. 385742-43-44-45-46-47-48 and 49. The Sum of \$797.00 Lot.
4 Only Mowers, Golf Putting Green, 5 in. dia. reel, 22 in. cut, with 3 H.P. motor. Jacobsen Model 62206. \$374.40 Each.

Less Trade-In Allowance For:

1 Only Used Mower, Putting Green, Jacobsen Model 9A, 22 in. Inv. No. 385771. The Sum of \$40.00.

3 Only Used Mowers, Putting Green, Toro 21 in., Inv. No. 366823, 373436 and 373437. The Sum of \$25.00 Each.

Terms: Net—30 Days.

To: Lawn Equipment Corp. of Royal Oak, Michigan, 2 Items Sole Bid, 1 Item, Lowest Acceptable Bid—

4 Only Trimmers, Rotary, 3 wheel, 12 in cut, with 3 H.P. motor. Goodall Model 12LT \$118.00 Each.

4 Only Edgers, Lawn, 3 wheel, with 3 H.P. motor. Goodall Model 760 with two 10 in. blades, with horizontally adjustable left rear wheel. \$159.00 Each.

1 Only Mower, Reel Type, 3 unit, 70 in. cut, with 7.25 H.P. motor and riding sulky. Locke Mfg. Co. Item 10. Complete for the sum of \$1,374.00.

Terms: 2 per cent—30 days.

This purchase totals \$21,151.60, exclusive of trade-ins, and involves 2 awards.

Prices are firm and F.O.B. Delivered.

FILE NO. 0310

One bid was received as a result of eighteen solicitations for furnishing the Detroit Metropolitan Water Services with normal requirements of Camera Cards, Fixer & Developer for a period starting April 1, 1968 and ending March 31, 1969.

To: 3M Business Products Sales, Inc. of Southfield, Michigan (Sole Bid)—

Quantities are approximate.

25,000 Only Camera Cards for Filmsort 2000 Processor Camera, \$78.00 Per M.

15 Cases Developer for Filmsort Camera (6 quarts per case) Cat. No. 78-9020-1048-3, \$9.60 Case.

15 Cases Fixer (6 quarts per case), Cat. No. 78-9020-0160-7, \$9.60 Case.

8 Cases Developer for No. 086 Uniprinter Copier (6 quarts per case) Cat. No. 78-9020-0123-5, \$9.30 Case.

This is estimated at \$2,300.00.

Prices are firm and F.O.B. Delivered.

Terms: Net—30 Days.

FILE NO. 0320

Five bids were received as a result of twelve solicitations, as per tabulation, for furnishing the Municipal Parking Authority with Electrical Materials; Cable, Circuit Breakers, etc.

To: Splane Electric Supply Co. of Detroit (Lowest Bid)—