

Provided Further, That if any utility 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 construction not in accordance with Section 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 utility.

Adopted as follows:
Yeas — Councilmen Beck, Hood, Ravitz, Rogell, Tindal, Van Antwerp, Wierzbicki and President Pro Tem Miriani—8.
Nays—None.

Department of Public Works

July 28, 1969

Honorable Common Council:
Re: Contract: PW-7216W(E-2).
For: Paving of Alley in block bounded by Turner, Tuller, John Lodge, Midland.
Adjusted Contract Price: \$5,398.-29.
Contractor: J. C. Sachs Co. Inc.

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, 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 P. ROSELLE
Commissioner

By Councilman Wierzbicki:

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, Ravitz, Rogell, Tindal, Van Antwerp,

Wierzbicki and President Pro Tem Miriani—8.
Nays—None.

Department of Public Works

August 6, 1969

Honorable Common Council:
Re: Petition No. 7552, Boomer Company, Alley bounded by the Grand Trunk Railroad, St. Aubin, Garfield and Forest, Conversion to Easement.

Gentlemen—The above petition requests the conversion of the east-west and north-south public alleys 15 feet wide in the block bounded by the Grand Trunk Railroad, St. Aubin, Garfield and Forest into an easement for public utilities.

The requested conversion into easement for public utilities was recommended by City Plan Commission.

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 deposits with the City Treasurer, which have been credited to the departments and accounts named, for the purposes indicated:

Public Lighting Commission Fund 990-9423. Receipt No. A-5798. \$390.00. For the estimated cost to remove street lighting equipment from the alley to be vacated.

DPW-Intersection Fund 143-6241. Receipt No. A-5797. \$128.00. For the original cost of paving Garfield Avenue at the intersection of the alley to be vacated.

All other involved City departments and privately-owned utility companies reported that they have no objections to the conversions of public rights-of-way into easements provided that proper provisions are incorporated into the vacating resolution protecting their installations located therein.

The adoption of the attached resolution is recommended.

Respectfully submitted,
ROBERT P. ROSELLE
Commissioner

By Councilman Wierzbicki:

Resolved, That all that part of the north-south public alley, 15 feet wide, in the block bounded by the Grand Trunk Railroad, St. Aubin, Garfield and Forest lying between lots 14 and 15 of Potter's Subdivision of the south 250.43 feet of outlot 24, Witherell Farm, Detroit, Wayne County, Michigan as recorded in Liber 10, Page 67, Plats, Wayne County records; also

All, That part of the east-west public alley, 15 feet wide, in the block bounded by the Grand Trunk Railroad, St. Aubin, Garfield and Forest lying north of and abutting the north line of lots 14 to 16 and the north-south public alley, 15 feet wide, between lots 14 and 15; lying southerly of and abutting the southerly

line of the westerly 58.36 feet of lot 4, the easterly 23.64 feet of lot 5, and the 25 foot wide easement between lots 4 and 5, all inclusive of the above mentioned subdivision:

Be and the same are hereby vacated as public alleys and are hereby converted into public easements of the full width of the alleys, which easements shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said alleys and by their heirs, executors, administrators and assigns forever to wit:

First, Said owners hereby grant to and for the use of the public easements or rights-of-way over said vacated public alleys hereinabove described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities, such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public alley in the City of Detroit, with the right to ingress and egress at any time to and over said easements for the purpose above set forth.

Second, Said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including but not limited to concrete slabs or driveways, retaining or partition walls (except necessary line fence) shall be built or placed upon said easements, nor any change of surface grade made, without prior approval by the Department of Public Works.

Third, That if at any time in the future the owners of any lots abutting on said vacated alleys shall request the removal and/or relocation of any existing poles or other utilities in said easements, such owners, upon whose property the poles or other utilities are located shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners.

Provided Further, That if any utility 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 construction not in accordance with Section 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 utility.

Adopted as follows:

Yeas — Councilmen Beck, Hood, Ravitz, Rogell, Tindal, Van Antwerp, Wierzbicki and President Pro Tem Miriani—8.

Nays—None.

Purchases and Supplies

August 12, 1969

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. 2318

One bid was received as a result of twenty-eight solicitations for furnishing the Detroit Metropolitan Water Services with Steam Generating Units, Thermal Liquid Heat, for Wastewater Plant.

To: The International Boiler Works Co. of East Stroudsburg, Pa. (Sole Bid)—

Furnish, deliver, install and place in initial operation:

2 Only, Steam Generating Units, Thermal Liquid Heat, 12,000,000 BTU per hour nominal capacity, Model TJH-C 1600 complete with accessories, and 2000 gals. Thermal Liquid, and Thermal Liquid Accessories. All for the sum of \$228,328.00 Lot.

Payment: Progress payments to be made up to 80 per cent. Balance to be paid 60 days after final acceptance.

Terms: Net.

FILE NO. 2402

Five bids were received as a result of ten solicitations, as per tabulation, for furnishing the City of Detroit, including D.S.R., Board of Education, Library Commission and Wayne County Board of Auditors, at their options, with normal requirements of Lamps, Incandescent and Fluorescent (Not Including Street Lighting or Traffic Signal Lamps) for a period starting August 20, 1969 and ending June 30, 1970, and 700,000 ft. Copper Wire.

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

Lamps, incandescent and fluorescent per General Electric Co. net price schedule No. 2254 dated July 28, 1969.

Stenciling and graphiting at no extra charge.

Net prices on "free renewal" type lamps are as follows:

Prices are each.

25A at \$.107

25T10 at \$.179

40A at \$.057 for the first 22,800 lamps, \$.107 thereafter

50A at \$.107

60A at \$.057 for the first 32,037 Lamps \$.107 thereafter

75A at \$.107

100A at \$.057 for the first 88,799 lamps, \$.107 thereafter

150A at \$.142

200A at \$.162

300/IF at \$.323

300M/IF at \$.241