

the Consultant as on several other projects. The firms of Consulting Engineering Associates, Inc.; F. E. Griffin, A.I.A. and Associates, Architects; and Sidney Shorter, P.E. & Associates, Engineers have submitted a joint venture proposal to provide the architectural and engineering services required for the sum of \$62,000. The City Engineer's office has reviewed the proposal and finds it fair and reasonable. These firms are well qualified by experience and have adequate staff to provide the required Professional Services.

It is, therefore, respectfully recommended that authority be granted to enter into a Professional Services Contract with the above Joint Venture Firms for the stated services.

Funds are available in the accounts of the Department of Parks and Recreation.

Respectfully submitted,
CHARLES E. MCCARTHY
 Deputy Commissioner

Recommended:
WM. J. KEEFE
 President, Parks & Recreation
 Commission

Approved:
R. P. ROSELLE
 Controller

By Councilman Rogell:
 Resolved, That the Commissioner of Public Works be and he is hereby authorized to enter into a professional services contract in the amount of \$62,000 with the firms of Consulting Engineering Associates, Inc.; F. E. Griffin, A.I.A. & Associates, Architects; and Sidney Shorter, P.E. & Associates, Engineers, a joint venture, for the design for the rehabilitation, demolition, and new construction at the Considine Recreation Center; and be it further

Resolved, That the Controller be and he is hereby authorized and directed to honor vouchers when presented covering the cost in the amount of \$62,000, and charge them to Account 195-9520-928.

Councilman Van Antwerp moved that the matter be referred back to Committee of the Whole, which motion prevailed.

Department of Public Works
 March 12, 1970

Honorable Common Council:
 Re: Award of Contracts, Federal Aid Demolitions, Group FA 70-1.

Gentlemen — In response to published advertisements, separate bids were received on February 19, 1970, for demolition of buildings at the following locations under the Federal Aid Program.

- Contract No. PW-6162, Location Demolition of Buildings (242-46 Watson).
- Contract No. PW-6163, Location

Demolition of Buildings (2522-24 Conner).

Eight bids were received on each of the contracts, as listed on the attached tabulations.

The low bid on each contract was regular and in accordance with the contract requirements. It is, therefore, recommended that the contracts be awarded to the respective bidders as listed below, and in the amounts shown. The total funds required include the cost of advertising and field inspection, in addition to the contract price. An appropriation is available in Account No. 143-2130-364, "Building Demolition — Contractual Expense — Federal Participation", to cover the total charges.

Ace Construction Equipment Co., Contract No. PW-6162, Amount of Bid \$3,180, Total Funds Required \$3,500.

General Demolition, Inc., Contract No. PW-6163, Amount of Bid \$1,898, Total Funds Required \$2,200.

Respectfully submitted,
ALFRED BERARDUCCI
 Commissioner

Approved:
R. P. ROSELLE
 Controller

By Councilman Rogell:
 Resolved, That the Commissioner of Public Works be and is hereby authorized and directed to enter into contract for the demolition of buildings as listed in the foregoing communication, under the individual contract numbers with the respective bidders and in the amounts stated; and be it further

Resolved, That the Controller be and is hereby authorized and directed to honor vouchers when presented on the respective contracts, the vouchers to include the cost of advertising and field inspection, as well as the contract costs, and charge them to Account 143-2130-364.

Councilman Rogell moved that the matter be referred back to Committee of the Whole, which motion prevailed.

Department of Public Works
 April 1, 1970

Honorable Common Council:
 Re: Petition No. 182, Penn Central Company, et. al. Conversion to Easement of Mt. Elliott Between Lynch Road and Mt. Elliott Court.

Gentlemen—The above petition requests the conversion of Mt. Elliott Avenue, 66 feet wide, between Lynch Road and Mt. Elliott Court into an easement for public utilities.

In accordance with the agreement between the Wayne County Board of Road Commissioners, the City of Detroit, and the Penn Central and Grand Trunk Western Railroads, which provided for the construction of the grade separation at Mt. Elliott and Mound Road, approved by your

Honorable Body on October 11, 1968, J.C.C. Page 2515, construction of which is now completed and opened to traffic, the City agreed to approve the vacation of that part of Mt. Elliott where it crosses said railroads upon completion of the project.

The adoption of the attached resolution is recommended.

Respectfully submitted,
ALFRED BERARDUCCI,
Commissioner

By Councilman Tindal:

Resolved, That the portion of Mt. Elliott Avenue, 66 feet wide, lying north of Lynch Road, said right-of-way being part of the Southwest 1/4 of Section 16, T.1.S., R.12.E., City of Detroit, Wayne County, Michigan, as shown on attached Department of Public Works Drawing Number X-182 dated March 5, 1970;

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

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

SECOND, Said owners for their heirs and assigns further agree that no new, relocated or additional buildings or structures of any nature whatsoever including but not limited to railroad tracks, concrete slabs or driveways, retaining or partition walls (except necessary line fence) shall be built or placed upon said easement, 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 street shall request the removal and or relocation of any existing poles or other utilities in said easement, 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, such 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 Browne, Eberhard, Levin, Rogell, Tindal, Van Antwerp, Wierzbicki and President Pro Tem Hood—8.
Nays—None.

Purchases and Supplies

April 7, 1970

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 communication:

FILE NO. 2721

Eleven bids were received as a result of fourteen solicitations, as per tabulation, for furnishing the City of Detroit with normal requirements of dressings — surgical for a period starting April 15, 1970 and ending September 30, 1970.

Items and prices as are on file in the Office of the City Clerk.

To: Parke Davis and Company of Detroit (Lowest Acceptable Bid)—

2 Items.

Prices are firm.

Terms: Net 30 days.

To: Marsales Co., Inc. of New York, N.Y.—

1 Item (Lowest Bid).

1 Item (Lowest Acceptable Bid).

Prices are firm.

Terms: Net 30 days.

To: Scholl Mfg. Co., Inc. of Chicago, Illinois (Lowest Acceptable Total Bid)—

3 Items.

Prices are firm.

Terms: Invoices dated 1st to 15th 2 per cent paid by 25th. Invoices Dated 16th to E.O.M. 2 per cent paid by 10th following month. Net 30 days.

To: Johnson & Johnson of Chicago, Illinois (Lowest Acceptable Bid)—

2 Items.

Prices are subject to decrease only.

Terms: Net 30 days.

To: A. Kuhlman & Co. of Detroit (Lowest Acceptable Total Bid)—

4 Items.

Prices are subject to decrease only.

Terms: 2 per cent 30 days.

This is estimated at \$20,000.00 and involves 5 awards.
F.O.B.: Delivered.