

January 27

Contractors, and Mr. John R. McKinlay, Assistant Corporation Counsel.

As indicated by Mr. Rogers in the discussion in Council on January 16, 1970, he was agreeable to permitting the contractor for the above project, DeMare Brothers, Inc., to start work as soon as possible after confirmation of the contract is received subject to the following conditions.

1. The electrical subcontractor will not be permitted to start work until he has been approved by the Commission on Community Relations.

2. The Commission on Community Relations will be given notice in writing at least one week before the electrical subcontractor is to start work in order to check their qualification for compliance with Ordinance No. 206-G.

3. This procedure does not establish a precedent.

This agreement was reached following Mr. Wilkinson's statement that he will make every attempt to be in compliance within a reasonably short period. If The Wilkinson Electrical Contractors cannot meet compliance, the DeMare Brothers, Inc., contractor, will engage another electrical contractor who can meet compliance requirements.

In accordance with the above and with our request of January 8, 1970, will your Honorable Body kindly confirm Contract PR-210 with DeMare Brothers, Inc., for the construction of the swimming pool and bathhouse at Palmer Park.

Respectfully submitted,  
ALFRED BERARDUCCI  
City Engineer

Approved:

JOHN R. MCKINLAY  
Acting Corporation Counsel

By Councilman Van Antwerp:

Resolved, That contract PR-210 for construction of bathhouse and swimming pool in Palmer Park, be and the same is hereby confirmed, subject to the conditions as outlined in the foregoing communication.

Adopted as follows:

Yeas — Councilmen Browne, Eberhard, Hood, Levin, Rogell, Tindal, Van Antwerp, Wierzbicki and President Ravitz—9.

Nays—None.

Department of Public Works  
January 22, 1970

Honorable Common Council:

Re: Petition No. 9256

Ace Wiping Cloth Co., 7355 Bryden  
Alley south of Majestic between  
Central and Bryden Avenues  
Vacation

Gentlemen—The above petition requests the vacation of a portion of the north-south public alley 18 feet wide south of Majestic, between Central and Bryden Avenues.

The requested vacation was recom-

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

Proper provisions are incorporated into the vacating resolution protecting the City's interest in sewers located or to be 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,  
CHAS. E. MCCARTHY,  
Deputy Commissioner.

By Councilman Van Antwerp:

Resolved, That all that part of the north-south public alley, 18 feet wide, southerly of Majestic Avenue between Central and Bryden Avenues lying easterly of and abutting the easterly line of the northerly 10 feet of lot 1, lying westerly of and abutting the westerly line of the northerly 10 feet of lot 10 all inclusive of the Makoski Subdivision of lot 9 of Fox and Quinn's subdivision of the westerly 49 acres of the southeast ¼ of Section 4, T.2.S., R.11.E., Detroit, Wayne County, Michigan, as recorded in Liber 45, Page 11, Plats, Wayne County Records;

Be and the same is hereby vacated to become a part and parcel of the abutting 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 Detroit Metropolitan Water Services 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 stor-



age 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.

Adopted as follows:

Yeas — Councilmen Browne, Eberhard, Hood, Levin, Rogell, Tindal, Van Antwerp, Wierzbicki and President Ravitz—9.

Nays—None.

**Department of Public Works**

January 20, 1970.

Honorable Common Council:

Re: Contract: PW 7219FW. For:

Alley Paving in block bounded by Barham, Beaconsfield, Cornwall, E. Warren-Barham, Nottingham, E. Warren, Frankfurt: Adjusted

Contract Price: \$10,396.16:  
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.

CHARLES E. McCARTHY,  
Deputy 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 Browne, Eberhard, Hood, Levin, Rogell, Tindal, Van Antwerp, Wierzbicki and President Ravitz—9.

Nays—None.

**Department of Public Works**

January 19, 1970.

Honorable Common Council:

Gentlemen—Contract PW-5747R2 is for Vehicle Scales at the Southfield and State Fair Yards; Toledo Scale Company is the Contractor.

All work under the contract is substantially completed with the exception of moving the recording equipment for the scale from the temporary scalehouse to the permanent building currently under construction at the Southfield Yard. This work will be completed after the new service building is completed.

Normally, \$4,070 would be retained under the terms of the Contract, until final completion. However, since the work has been completed with the exception of the above items, the Contractor has requested that the amount retained be reduced to a lump sum of \$200. The value of work completed to date and found acceptable under the terms and conditions of the Contract is \$81,802, and it is recommended that authority be granted to pay that amount less the \$200 retained and less all previous payment which results in a net payment at this time of \$7,838.

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 payment notwithstanding such unpaid items.

Respectfully submitted,  
CHARLES E. McCARTHY,

Deputy Commissioner.

Recommended:

ALFRED BERARDUCCI  
City Engineer

Approved:

ROBERT P. ROSELLE  
Controller

By Councilman Wierzbicki:

RESOLVED, That the retained amount for Contract PW-5747R2, for the Vehicle Scales at the Southfield and State Fair Yards, be reduced to a lump sum of \$200, and that the Controller be and is hereby authorized and directed to honor vouchers in accordance with the foregoing communication.

Adopted as follows:

Yeas — Councilmen Browne, Eberhard, Hood, Levin, Rogell, Tindal, Van Antwerp, Wierzbicki and President Ravitz—9.

Nays—None.

**Department of Public Works**

January 19, 1970.

Honorable Common Council:

Re: Supplemental Appropriations for Snow and Ice Removal.

Gentlemen—The accelerated snow and ice removal activities due to the heavy snowfalls in recent weeks