

SPECIAL MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.

WEDNESDAY, October 23, 1912.

The Common Council of the City of Indianapolis met in the Council Chamber, Wednesday, October 23, 1912, at 4:30 P. M. in special session, pursuant to the following call:

INDIANAPOLIS, IND., October 22, 1912.

To the Members of the Common Council of the City of Indianapolis, Indiana:

GENTLEMEN: You are hereby notified that there will be a special meeting of the Common Council held in the Council Chamber on Wednesday, October 23, 1912, at 4:30 p. m., for the purpose of receiving communications from the Board of Public Works and the introduction and reference to the proper committee, the following ordinances: "An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company, for installing and maintaining certain gas lamps on certain streets, alleys, squares, avenues and public places of said City of Indianapolis for a period of five (5) years."

"An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis by and through its Board of Public Works, and Pressure Lighting Company, for furnishing and erecting lamp posts in certain streets, alleys, squares, avenues and public places of said City of Indianapolis." Also for receiving reports from standing committees and the consideration and final action on Appropriation Ordinance No. 51, 1912.

I have the honor to remain,

Very truly yours,

CHARLES B. STILZ,
President.

I, Edward A. Ramsay, Clerk of the Common Council, do hereby certify that I have served the above and foregoing notice to each and every member of the Common Council, prior to the time of meeting, pursuant to the rules.

EDWARD A. RAMSAY,
City Clerk.

Which was read.

The Clerk called the roll.

Present: The Hon. Charles B. Stilz, President of the Common Council, and 5 members, viz.: Messrs. Johnson, Copeland, Denny, Owen and Blumberg.

Absent, 3, viz.: Messrs. McCarthy, Rubens and Troy.

REPORTS FROM CITY OFFICERS.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., October 23, 1912.

To the Honorable Common Council, City of Indianapolis:

GENTLEMEN: We herewith submit to you for your consideration and action thereon, an ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company for furnishing and maintaining certain gas lamps in the City of Indianapolis.

Yours truly,

C. A. SCHRADER,
E. J. O'REILLY,
Board of Public Works.

From Board of Public Works:

DEPARTMENT OF PUBLIC WORKS,
OFFICE OF THE BOARD.
INDIANAPOLIS, IND., October 23, 1912.

To the Honorable Common Council, City of Indianapolis:

GENTLEMEN: We herewith submit to you for your consideration and action thereon, an ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company for furnishing and installing lamp posts in the City of Indianapolis.

Yours truly,

C. A. SCHRADER,
E. J. O'REILLY,
Board of Public Works.

REPORTS FROM STANDING COMMITTEES.

From the Committee on Finance:

INDIANAPOLIS, IND., October 23, 1912.

To the President and Members of the Common Council of the City of Indianapolis:

GENTLEMEN: We, your Committee on Finance, to whom was referred Appropriation Ordinance No. 51, 1912, being "An ordinance appropriating the sum of \$10,000.00 to and for the use of the Department of Public Works and fixing a time when the same shall take effect," beg leave to report that we have had said ordinance under consideration and would recommend that the same do pass.

Respectfully submitted,

WILLIAM H. JOHNSON,
FRED C. OWEN,
JOHN BLUMBERG.

Mr. Johnson moved that the report of the committee be concurred in. Carried.

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES.

By Board of Public Works:

General Ordinance No. 61—1912: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company, for installing and maintaining certain gas lamps on certain streets, alleys, squares, avenues and public places of said City of Indianapolis for a period of five (5) years.

WHEREAS, On the 23d day of October, 1912, the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company entered into a certain contract and agreement wherein said Pressure Lighting Company agrees to furnish, maintain and light two hundred (200) or more standard combination incandescent mantle gas lamps on certain streets, alleys, squares, avenues and public places of said City of Indianapolis, and,

WHEREAS, Said Pressure Lighting Company duly executed its bond to

secure the faithful performance by it of said contract; said contract and bond being in the words and figures, to wit:

CONTRACT FOR STREET LIGHTING.

THIS AGREEMENT, Entered into and acknowledged this 23d day of October, 1912, by and between the City of Indianapolis, through its Board of Public Works of the County of Marion and State of Indiana, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, party of the first part, and Pressure Lighting Company, of New York City, in the State of New York, party of the second part:

WITNESSETH: That the party of the second part, in consideration of the several sums of money, as hereinafter set forth, hereby covenants and agrees to furnish and maintain two hundred (200) or more standard combination incandescent mantle gas lamps according to specifications herein set out, to be erected and installed on posts to be furnished by the first party, and to supply the said city with sufficient gas for such incandescent street lights on certain streets, alleys, squares, avenues and public places of said city for a period of five (5) years from the date of approval of this contract by the Common Council of the City of Indianapolis, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis on September 18th, 1912, which specifications, plans, drawings and photographs are attached hereto and made a part hereof as if written herein, for the following price, to-wit: Eighteen and 75/100 (\$.18.75) Dollars, payable monthly as the service is performed, accepted and approved by the first party.

The party of the second part further covenants and agrees that in prosecution of said work all proper skill and care will be exercised; that said party of the second part will properly and fully guard and protect all excavations or dangerous places made or caused by said party of the second part; that for and during the time of this covenant and agreement, the City of Indianapolis shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property, public or private, or to any persons because of any neglect or fault of the said party of the second part, its agents and employes in the execution of this contract or any matter connected therewith or relating thereto; and to save the City of Indianapolis harmless against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamp apparatus or process, which may be used in operating or maintaining the lamps furnished; and to pay any judgment, with costs, which may be obtained against said city, party of the first part, growing out of any such injury or damage.

The party of the second part hereby agrees to furnish, supply, install and deliver to the City of Indianapolis, on or before 60 days from the date of approval of this contract by the Common Council, such gas lamps, gas, merchandise, materials and supplies more particularly described and specified as follows:

MISCELLANEOUS SPECIFICATIONS No. 139 FOR GAS LIGHTS. GENERAL CONDITIONS.

(1) These specifications contemplate lighting certain streets, squares, avenues, alleys and public places with incandescent gas lights by the Board of Public Works of the City of Indianapolis, Indiana.

(2) Sealed proposals will be received by the Board of Public Works up to ten (10) o'clock a. m. of the thirtieth (30th) day of September, 1912.

(3) Bidders shall designate this work in their proposals as, "Bid for Gas Lights." Bids received in any other manner than called for in these specifications will be considered informal.

(4) Bidders shall accompany his or their bid with an affidavit that such bidder or bidders have not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the price of any work or service bid upon or to be done or furnished under the proposed contract, or to prevent any other bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on such contract or work, and that such bid is made without regard or reference to any other bid or bids and without any agreement, undertaking or combination either directly or indirectly, with any person, or persons, with reference to such bidding in any way or manner whatever.

(5) These specifications contemplate a contract for incandescent gas lights on an all-night schedule, covering a period of five (5) years beginning sixty (60) days after the contract has been awarded by the Board of Public Works and ratified by the Common Council of the City of Indianapolis.

(6) Each bidder shall file with his proposal or bid a certified check on any reputable bank of the City of Indianapolis for the sum of Five Hundred Dollars (\$500.00), payable to the order of the Board of Public Works of the City of Indianapolis, Indiana. No bid shall be considered unless accompanied by said check. Such check submitted with bid shall be so delivered to the Board of Public Works with an agreement between the Board of Public Works on behalf of the City of Indianapolis and the bidder that in case the said bidder to whom the contract to furnish gas for incandescent lights in strict accordance with the accompanying specifications has been awarded, executes said contract and files a bond as required by said specifications with a surety approved by the Board of Public Works, then said check shall be returned to the bidder; but if the party to whom the contract is awarded fails to enter into a contract with the City of Indianapolis, through its Board of Public Works, within a period of ten (10) days after the final award by the Board of Public Works, then in such case, the said check shall pass to and become the property of the City of Indianapolis, Indiana, as agreed and liquidated damages for failure of said party to execute and consummate the contract awarded. Certified checks of unsuccessful bidders shall be returned to them immediately upon awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

(7) The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of Five Thousand Dollars (\$5,000.00), with surety to the approval and satisfaction of the Board of Public Works of the City of Indianapolis, Indiana, conditioned that said bidder shall perform said contract according to the terms therein and according to these specifications which shall form a part of the contract. Said bonds, it is understood, shall be renewed at any time the said Board shall require its renewal. The bidder must show to the satisfaction of the Board of Public Works that he is pecuniarily responsible and has the proper facilities to fulfill said contract that may be awarded to him. The contractor must agree to indemnify and save harmless the City of Indianapolis against any and all claims which may be made by reason of any infringement of any patent right in the use of a lamp apparatus or process which may be used in operating or maintaining the lamps furnished. The Board of Public Works reserves the right to reject any and all bids and to re-advertise for bids if it deems it to be the best interests of the City of Indianapolis.

(8) The contractor shall locate and maintain lamps of at least sixty (60) candle power at such points, approximately, as shown on accompanying plat and as may be hereafter designated, and to such number and at such places, where there shall be gas mains in the street as may be designated by said Board of Public Works: Provided, That the number of lamps to be maintained by the contractor and paid for by the said city shall at no time during the continuance of the contract to be based upon these specifications be less than two hundred (200).

The proposals shall be submitted for furnishing gas for incandescent lights as before stated on an all-night schedule for a period of five (5) years.

Photographs or sketches showing styles and character of posts and lanterns, description of burners and kind of lights to be furnished must be filed with the bids.

(9) All lamps must be of the most approved construction for lighting, must be kept clean, well painted and bronzed and in good condition. The lanterns shall be of a form approved by the Board of Public Works, must be provided with glass or other transparent bottoms and surmounted with a top or dome of iridescent and light reflecting material. The lanterns must have proper wind guards so that the light will not be affected in any manner by high winds. All lanterns shall be constructed so as to properly and symmetrically hold segment glass street signs, and such lanterns as are erected at intersections of streets shall be each equipped with four (4) signs giving the names of such intersecting streets, such segment signs to be of glass with ruby letters upon a white background.

(10) The burners and globes on lanterns shall be kept at all times clean and free from deposit of any kind, and if not so kept, the contract price of the lamps having such unclean burners, globes or lanterns shall be forfeited for a period of time beginning with the day such lamps shall be reported to the contractor to be in such condition and ending the day upon which said lamp is cleaned: Provided, however, That no such deduction shall be demanded by the city if such dirt or deposit be the accumulation of not more than forty-eight (48) hours' time.

(11) All labor and material and anything relative to or connected with the construction, operation, cleaning and maintenance of the same and all things connected therewith shall be done and furnished at the expense of said contractor, his successors and assigns. The intent and meaning of this part of the specifications being that the city shall not be put to any expense beyond the sum provided in the contract as drawn in conformity with these specifications for furnishing incandescent gas lights.

(12) Said lamps shall be located at such points upon streets in which there are gas mains as shall be designated by the Board of Public Works in writing, and said Board of Public Works shall have the right to discontinue or relocate at any time the use of any lamp or lamps furnished by the contractor after thirty (30) days' written notice to said contractor of this intention: Provided, however, That not more than twenty (20) lamps shall be discontinued or relocated in any one (1) year; and provided, further, That the number of lamps in use shall at no time during the continuance of the contract based upon these specifications be less than two hundred (200).

(13) All lamps ordered shall be located in place and be ready for use within ten (10) days after written notice has been given to the contractor ordering said light by said Board of Public Works.

(14) All sidewalks, highways or public places that said contractor at any time may open or dig into shall be restored in as good condition

and repair as the same were before being opened and to the satisfaction of the Board of Public Works.

(15) The Contractor must agree to save the city harmless from any claims which may be made by reason of any infringement of any patent right in the use of a lamp apparatus or in maintaining the lamps furnished.

(16) The contractor must exercise in the prosecution or putting up of all lights ordered and maintaining the same all proper skill and care, he must guard all excavations or dangerous places made by him or his agents or employes, and shall use all due and proper precautions to prevent injury to any property, person or persons, what and whomsoever, for and during the entire period of the contract, and for and during such period, the contractor shall save the city harmless from any and all liability whatsoever growing out of any injury to property or persons and from all damage suits that may arise on account thereof, and shall pay any judgment with costs which may be obtained against such city growing out of any injury or damage whatsoever aforesaid.

(17) The contractor shall do no injury to shade trees or interfere with pipes of other companies, shall replace any sodding and shall fully indemnify and save harmless the City of Indianapolis from any claims for damages for any injury to streets whatsoever.

(18) All lights shall be at least sixty (60) candle power. Should the city desire to test the candle power of any lamp, the company shall give to the City Engineer all necessary assistance to properly test the candle power of said lamps. Each lamp shall be of sixty (60) candle power and such light where tested and measured by photometric apparatus in use by said city, shall give light of sixty (60) sperm candles each consuming one hundred and twenty (120) grains per hour.

(19) The contractor shall have a representative in the City of Indianapolis with an office and a telephone.

(20) Should the contractor fail to furnish gas for street lights and to maintain said street lights during the hours from one-half ($\frac{1}{2}$) hour after sunset to one-half ($\frac{1}{2}$) hour before sunrise each day, or to maintain said lamp lights in proper condition and of at least sixty (60) candle power, then the Board of Public Works may deduct from any moneys due said contractor for each night each light is not so lighted, a sum equal to twice the contract price per night per light for each night or part of night that said contractor fails to maintain said lights lighted.

(21) Should the contractor fail to make any repairs caused by digging into the streets, sidewalks or public places in the performance of this contract, on written notice from the Board of Public Works to make said repairs, then the Board of Public Works shall have the right within ten (10) days after giving notice to said contractors to make said repairs and to deduct the costs thereof out of any money due said contractor.

(22) The contract entered into between the city and the successful bidder will be based on the assumption that the contractor is paying sixty (60) cents per thousand for gas. Should the market price of gas be reduced below sixty (60) cents per thousand at any time during the life of the contract, the city will deduct the proportional amount from the monthly bills equal to said reduction in the market price of gas.

(23) The contract entered into between the city and the successful bidder contemplates the furnishing of lights for a period of five (5) years beginning sixty (60) days after the awarding of the contract by the Board of Public Works and the ratification of the same by the Common Council. Should there be any delay in awarding the contract or should the contractor be liable to be delayed by unfavorable weather conditions the time for the beginning of the contract shall be determined

at the time the contract is entered into by the city and the successful bidder and shall extend for a period of five (5) years from said date.

DETAILED SPECIFICATIONS.

Bids will be received in the following manner. Item A and Item B.

Item A. Price per lamp complete as a whole for furnishing posts, installing same together with the necessary risers and service connections; the same to be painted with two coats of best graphite paint; the color to be approved by the Board of Public Works. Photographs or sketches showing styles and character of posts must be filed with bids. Bids will be received on both new and second-hand posts; the posts to become the property of the City of Indianapolis. So far as they are consistent the requirements set out in these specifications under the heading of "General Conditions" will apply to Item A.

Item B. Price per lamp complete as a whole including the furnishing of gas, lanterns, burners, glass ware and all necessary fixtures, the lighting and all work of maintaining lights, mantles and glass ware in perfect order at all times; the lights to be at least sixty (60) candle power. All lamps, burners, mantles, glass ware and fixtures of all kinds except posts, to remain the property of the contractor. So far as they are consistent, the requirements set out in these specifications under the heading of "General Conditions" will apply to Item B.

Bidders will be required to bid separately on both Items A and B. Failure to do so will cause the bids to be considered informal.

Adopted September 18, 1912.

C. A. SCHRADER,
E. J. O'REILLY,
Board of Public Works.

It is further stipulated and agreed that the said second party hereby undertakes and agrees to maintain in perfect order at all times, and to replace if destroyed from any cause, renew and repair if damaged from any cause, and keep in a condition for complete and perfect operation, all such lamps, lamp posts, burners, mantles, glass ware and fixtures supplied and installed by and under the terms of this contract; and that upon notice by the party of the first part of any condition of disrepair, that they shall immediately renew, repair and replace and keep the same in condition for complete operation.

Until the City of Indianapolis notifies the second party that the lamp posts to be furnished by the said City are ready for the installation of the lamps to be furnished by the second party herein, no payments of any moneys are to be made by said city to said second party, and in the event the city is unable for any reason to furnish said lamp posts, no damages shall accrue to said second party on account of this contract, for such failure of the city to furnish such posts, that is to say, this contract is wholly contingent upon the ability of the city to furnish such lamps and is not considered by the parties hereto as in operation and executed until notice is given said second party that the city is prepared for the second party to proceed with the installation, and the said second party must procure a specification and permit for such installation before installing the same.

The party of the second part hereby stipulates, guarantees and agrees that the merchandise, materials and supplies furnished by it under the specifications and proposal herein referred to, are of the quality, character and class designated and described in said specifications and proposal, and the said second party hereby undertakes and agrees to substitute and replace any merchandise, materials or supplies furnished by

it which, upon inspection of the said City of Indianapolis, does not meet the kind, character, quality and class as so specified, and the said second party guarantees to replace in such instance such merchandise, materials and supplies as will, upon inspection, meet the specifications and proposal, and hereby agrees that the decision of the Board upon the question as to whether the merchandise, materials and supplies conform strictly to the specifications and proposal is to be final.

Whenever the contract and specifications herein provide for work to be done by way of installation or maintenance of any merchandise, materials or supplies, the same shall be done at the risk of the party of the second part, and the party of the second part hereby agrees to indemnify and save the city harmless on account of such work, labor and installation of such merchandise, materials or supplies, on account of any loss, damage or injury occasioned by quality of materials, character of workmanship, or any injury or loss to property or person occasioned by the negligence of the party of the second part or his employes doing such labor and installation of the materials or supplies or merchandise furnished by party of the second part, and the party of the second part shall, in addition thereto, keep such materials to be installed insured against loss by fire until the same is installed and accepted by the City of Indianapolis.

The said City of Indianapolis hereby agrees to pay the sums herein agreed upon in the manner herein specified, upon the inspection and acceptance and approval of the merchandise, materials and supplies furnished by the party of the second part.

The party of the second part hereby agrees, upon demand by the Board of Public Works, to execute and deliver to the Board a bond in such penalty as required by such Board, conditioned upon the compliance and execution of this contract according to the specifications herein adopted and made a part of this contract.

The provisions and conditions of this contract are hereby agreed upon by and between the parties hereto, on this the 23d day of October, 1912, who now sign and subscribe their names hereto.

FOR THE CITY OF INDIANAPOLIS:

This contract approved by us this 23d day of October, 1912.

C. A. SCHRADER,

President.

PRESSURE LIGHTING COMPANY,

By R. Monand, Vice-President.

E. J. O'REILLY,

*Board of Public Works, Party of
the First Part.*

*Contractor, Party of the Second
Part.*

Approved: S. L. SHANK,
Mayor.

KNOW ALL MEN BY THESE PRESENTS, That we, Pressure Lighting Company, of New York, State of New York, as principals, and Equitable Surety, Co., of St. Louis, Missouri, as sureties, are held and firmly bound to the City of Indianapolis, Indiana, in the sum of Five Thousand (\$5,000.00) Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents.

The conditions of the above obligation are such that if the above named Pressure Lighting Company shall faithfully comply with the certain contract made and entered into on the 23d day of October, 1912, with the City of Indianapolis, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law. In the event

the said city shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals the day and year last above written.

Approved October 23d, 1912.

[SEAL]

C. A. SCHRADER,
E. J. O'REILLY,

Board of Public Works.

S. L. SHANK,
Mayor.

PRESSURE LIGHTING COMPANY,

By R. Momand, Vice-President.

EQUITABLE SURETY COMPANY,

By Hubert H. Woodsmall,

Attorney-in-fact.

WHEREAS, Said contract and agreement has been submitted through the said Board of Public Works to the Common Council of the City of Indianapolis for its action thereon; now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, That the said contract and agreement hereinbefore set forth, made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company, be and the same is hereby in all things ratified, confirmed and approved.

Which was read a first time and referred to the Committee on Public Works.

By Board of Public Works:

General Ordinance No. 62—1912: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 23d day of October, 1912, between the City of Indianapolis by and through its Board of Public Works, and Pressure Lighting Company, for furnishing and erecting lamp posts in certain streets, alleys, squares, avenues and public places of said City of Indianapolis.

WHEREAS, On the 23d day of October, 1912, the City of Indianapolis by and through its Board of Public Works and Pressure Lighting Company, entered into a certain contract or agreement wherein said Pressure Lighting Company agrees to supply and furnish all necessary lamp posts to be used for the purpose of erecting thereon standard combination incandescent mantle gas lamps on certain streets, alleys, squares, avenues and public places of the City of Indianapolis; and,

WHEREAS, Said Pressure Lighting Company duly executed its bond to secure the faithful performance by it of said contract; said contract and bond being in the words and figures following, to wit:

CONTRACT FOR FURNISHING LAMP POSTS.

THIS AGREEMENT, Entered into and acknowledged this 23d day of October, 1912, by and between the City of Indianapolis, through its Board of Public Works, of the County of Marion and State of Indiana,

under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, party of the first part, and Pressure Lighting Company, of New York City, in the State of New York, party of the second part:

WITNESSETH: That the party of the second part, in consideration of the several sums of money, as hereinafter set forth, hereby covenants and agrees to supply and furnish all necessary lamp posts to be used for the purpose of erecting thereon standard incandescent combination mantle gas lamps, according to a certain blue print identified as blue print "C," the same to be of the kind, character and quality hereinafter more particularly described in the specifications and bid as made a part of this contract and hereinafter copied in such contract, the same to be installed by the said second party, in such places in the City of Indianapolis upon the streets, alleys, squares, avenues and other public places in such city, the same to be erected by the said second party pursuant to such specifications and bid, the same to become immediately upon installation, the property of the City of Indianapolis, and the said first party agrees to pay for said lamp posts the sum of Nine and 50/100 (\$9.50) Dollars per post, to be paid for at the time of installation, and no post herein contracted to be installed shall be installed until a requisition and a specification, designating the place and time of installation shall be given by the said first party to the said second party, and the said second party only agrees to pay herein for such posts and such number of posts as actually required by them to be installed and subsequently installed and accepted by the said second party for the first party under the terms of this agreement.

The party of the second part further covenants and agrees that in prosecution of said work all proper skill and care will be exercised; that said party of the second part will properly and fully guard and protect all excavations or dangerous places made or caused by said party of the second part; that for and during the time of this covenant and agreement, the City of Indianapolis shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property, public or private, or to any persons because of any neglect or fault of the said party of the second part, its agents and employes in the execution of this contract or any matter connected therewith or relating thereto; and to save the City of Indianapolis harmless against any and all claims which may be made by reason of any infringement of any patent right in the use of the lamp apparatus or process, which may be used in operating or maintaining the lamps furnished; and to pay any judgment, with costs, which may be obtained against said city, party of the first part, growing out of any such injury or damage.

The party of the second part hereby agrees to furnish, supply, install and deliver to the City of Indianapolis, such lamp posts, more particularly described and specified as follows:

MISCELLANEOUS SPECIFICATIONS No. 139 FOR GAS LIGHTS. GENERAL CONDITIONS.

(1) These specifications contemplate lighting certain streets, squares, avenues, alleys and public places with incandescent gas lights by the Board of Public Works of the City of Indianapolis, Indiana.

(2) Sealed proposals will be received by the Board of Public Works up to ten (10) o'clock a. m. of the thirtieth (30th) day of September, 1912.

(3) Bidders shall designate this work in their proposals as, "Bid for Gas Lights." Bids received in any other manner than called for in these specifications will be considered informal.

(4) Bidders shall accompany his or their bid with an affidavit that such bidder or bidders have not directly or indirectly entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the price of any work or service bid upon or to be done or furnished under the proposed contract, or to prevent any other bidder or bidders from bidding, or to induce any bidder or bidders to refrain from bidding on such contract or work, and that such bid is made without regard or reference to any other bid or bids and without any agreement, undertaking or combination either directly or indirectly, with any person, or persons, with reference to such bidding in any way or manner whatever.

(5) These specifications contemplate a contract for incandescent gas lights on an all-night schedule, covering a period of five (5) years beginning sixty (60) days after the contract has been awarded by the Board of Public Works and ratified by the Common Council of the City of Indianapolis.

(6) Each bidder shall file with his proposal or bid a certified check on any reputable bank of the City of Indianapolis for the sum of Five Hundred Dollars (\$500.00), payable to the order of the Board of Public Works of the City of Indianapolis, Indiana. No bid shall be considered unless accompanied by said check. Such check submitted with bid shall be so delivered to the Board of Public Works with an agreement between the Board of Public Works on behalf of the City of Indianapolis and the bidder that in case the said bidder to whom the contract to furnish gas for incandescent lights in strict accordance with the accompanying specifications has been awarded, executes said contract and files a bond as required by said specifications with a surety approved by the Board of Public Works, then said check shall be returned to the bidder; but if the party to whom the contract is awarded fails to enter into a contract with the City of Indianapolis, through its Board of Public Works, within a period of ten (10) days after the final award by the Board of Public Works, then in such case, the said check shall pass to and become the property of the City of Indianapolis, Indiana, as agreed and liquidated damages for failure of said party to execute and consummate the contract awarded. Certified checks of unsuccessful bidders shall be returned to them immediately upon awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

(7) The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of Five Thousand Dollars (\$5,000.00), with surety to the approval and satisfaction of the Board of Public Works of the City of Indianapolis, Indiana, conditioned that said bidder shall perform said contract according to the terms therein and according to these specifications which shall form a part of the contract. Said bonds, it is understood, shall be renewed at any time the said Board shall require its renewal. The bidder must show to the satisfaction of the Board of Public Works that he is peculiarly responsible and has the proper facilities to fulfill said contract that may be awarded to him. The contractor must agree to indemnify and save harmless the City of Indianapolis against any and all claims which may be made by reason of any infringement of any patent right in the use of a lamp apparatus or process which may be used in operating or maintaining the lamps furnished. The Board of Public Works reserves the right to reject any and all bids and to re-advertise for bids if it deems it to be the best interests of the City of Indianapolis.

(8) The contractor shall locate and maintain lamps of at least sixty (60) candle power at such points, approximately, as shown on accompanying plat and as may be hereafter designated, and to such number and at such places, where there shall be gas mains in the street as may be designated by said Board of Public Works; Provided, That the number of lamps to be maintained by the contractor and paid for by the said city shall at no time during the continuance of the contract to be based upon these specifications be less than two hundred (200).

The proposals shall be submitted for furnishing gas for incandescent lights as before stated on an all-night schedule for a period of five (5) years.

Photographs or sketches showing styles and character of posts and lanterns, description of burners and kind of lights to be furnished must be filed with the bids.

(9) All lamps must be of the most approved construction for lighting, must be kept clean, well painted and bronzed and in good condition. The lanterns shall be of a form approved by the Board of Public Works, must be provided with glass or other transparent bottoms and surmounted with a top or dome of iridescent and light reflecting material. The lanterns must have proper wind guards so that the light will not be affected in any manner by high winds. All lanterns shall be constructed so as to properly and symmetrically hold segment glass street signs, and such lanterns as are erected at intersections of streets shall be each equipped with four (4) signs giving the names of such intersecting streets, such segment signs to be of glass with ruby letters upon a white background.

(10) The burners and globes on lanterns shall be kept at all times clean and free from deposit of any kind, and if not so kept, the contract price of the lamps having such unclean burners, globes or lanterns shall be forfeited for a period of time beginning with the day such lamps shall be reported to the contractor to be in such condition and ending the day upon which said lamp is cleaned; Provided, however, That no such deduction shall be demanded by the city if such dirt or deposit be the accumulation of not more than forty-eight (48) hours' time.

(11) All labor and material and anything relative to or connected with the construction, operation, cleaning and maintenance of the same and all things connected therewith shall be done and furnished at the expense of said contractor, his successors and assigns. The intent and meaning of this part of the specifications being that the city shall not be put to any expense beyond the sum provided in the contract as drawn in conformity with these specifications for furnishing incandescent gas lights.

(12) Said lamps shall be located at such points upon streets in which there are gas mains as shall be designated by the Board of Public Works in writing, and said Board of Public Works shall have the right to discontinue or relocate at any time the use of any lamp or lamps furnished by the contractor after thirty (30) days' written notice to said contractor of this intention; Provided, however, That not more than twenty (20) lamps shall be discontinued or relocated in any one (1) year; and provided, further, That the number of lamps in use shall at no time during the continuance of the contract based upon these specifications be less than two hundred (200).

(13) All lamps ordered shall be located in place and be ready for use within ten (10) days after written notice has been given to the contractor ordering said light by said Board of Public Works.

(14) All sidewalks, highways or public places that said contractor

at any time may open or dig into shall be restored in as good condition and repair as the same were before being opened and to the satisfaction of the Board of Public Works.

(15) The Contractor must agree to save the city harmless from any claims which may be made by reason of any infringement of any patent right in the use of a lamp apparatus or in maintaining the lamps furnished.

(16) The contractor must exercise in the prosecution or putting up of all lights ordered and maintaining the same all proper skill and care, he must guard all excavations or dangerous places made by him or his agents or employes, and shall use all due and proper precautions to prevent injury to any property, person or persons, what and whomsoever, for and during the entire period of the contract, and for and during such period, the contractor shall save the city harmless from any and all liability whatsoever growing out of any injury to property or persons and from all damage suits that may arise on account thereof, and shall pay any judgment with costs which may be obtained against such city growing out of any injury or damage whatsoever aforesaid.

(17) The contractor shall do no injury to shade trees or interfere with pipes of other companies, shall replace any sodding and shall fully indemnify and save harmless the City of Indianapolis from any claims for damages for any injury to streets whatsoever.

(18) All lights shall be at least sixty (60) candle power. Should the city desire to test the candle power of any lamp, the company shall give to the City Engineer all necessary assistance to properly test the candle power of said lamps. Each lamp shall be of sixty (60) candle power and such light where tested and measured by photometric apparatus in use by said city, shall give light of sixty (60) sperm candles each consuming one hundred and twenty (120) grains per hour.

(19) The contractor shall have a representative in the City of Indianapolis with an office and a telephone.

(20) Should the contractor fail to furnish gas for street lights and to maintain said street lights during the hours from one-half ($\frac{1}{2}$) hour after sunset to one-half ($\frac{1}{2}$) hour before sunrise each day, or to maintain said lamp lights in proper condition and of at least sixty (60) candle power, then the Board of Public Works may deduct from any moneys due said contractor for each night each light is not so lighted, a sum equal to twice the contract price per night per light for each night or part of night that said contractor fails to maintain said lights lighted.

(21) Should the contractor fail to make any repairs caused by digging into the streets, sidewalks or public places in the performance of this contract, on written notice from the Board of Public Works to make said repairs, then the Board of Public Works shall have the right within ten (10) days after giving notice to said contractors to make said repairs and to deduct the costs thereof out of any money due said contractor.

(22) The contract entered into between the city and the successful bidder will be based on the assumption that the contractor is paying sixty (60) cents per thousand for gas. Should the market price of gas be reduced below sixty (60) cents per thousand at any time during the life of the contract, the city will deduct the proportional amount from the monthly bills equal to said reduction in the market price of gas.

(23) The contract entered into between the city and the successful bidder contemplates the furnishing of lights for a period of five (5) years beginning sixty (60) days after the awarding of the contract by the Board of Public Works and the ratification of the same by the Common Council. Should there be any delay in awarding the contract

or should the contractor be liable to be delayed by unfavorable weather conditions the time for the beginning of the contract shall be determined at the time the contract is entered into by the city and the successful bidder and shall extend for a period of five (5) years from said date.

DETAILED SPECIFICATIONS.

Bids will be received in the following manner. Item A and Item B.

Item A. Price per lamp complete as a whole for furnishing posts, installing same together with the necessary risers and service connections; the same to be painted with two coats of best graphite paint; the color to be approved by the Board of Public Works. Photographs or sketches showing styles and character of posts must be filed with bids. Bids will be received on both new and second-hand posts; the posts to become the property of the City of Indianapolis. So far as they are consistent the requirements set out in these specifications under the heading of "General Conditions" will apply to Item A.

Item B. Price per lamp complete as a whole including the furnishing of gas, lanterns, burners, glass ware and all necessary fixtures, the lighting and all work of maintaining lights, mantles and glass ware in perfect order at all times; the lights to be at least sixty (60) candle power. All lamps, burners, mantles, glass ware and fixtures of all kinds except posts, to remain the property of the contractor. So far as they are consistent, the requirements set out in these specifications under the heading of "General Conditions" will apply to Item B.

Bidders will be required to bid separately on both Items A and B. Failure to do so will cause the bids to be considered informal.

Adopted September 18, 1912.

C. A. SCHRADER,
E. J. O'REILLY,
Board of Public Works.

It is further stipulated and agreed that the said second party hereby undertakes and agrees to maintain in perfect order at all times, and to replace if destroyed from any cause, renew and repair if damaged from any cause, and keep in a condition for complete and perfect operation, all such lamps, lamp posts, burners, mantles, glass ware and fixtures supplied and installed by and under the terms of this contract; and that upon notice by the party of the first part of any condition of disrepair, that they shall immediately renew, repair and replace and keep the same in condition for complete operation.

Until the City of Indianapolis notifies the second party that the lamp posts to be furnished by the said City are ready for the installation of the lamps to be furnished by the second party herein, no payments of any moneys are to be made by said city to said second party, and in the event the city is unable for any reason to furnish said lamp posts, no damages shall accrue to said second party on account of this contract, for such failure of the city to furnish such posts, that is to say, this contract is wholly contingent upon the ability of the city to furnish such lamps and is not considered by the parties hereto as in operation and executed until notice is given said second party that the city is prepared for the second party to proceed with the installation, and the said second party must procure a specification and permit for such installation before installing the same.

The party of the second part hereby stipulates, guarantees and agrees that the merchandise, materials and supplies furnished by it under the specifications and proposal herein referred to, are of the quality, char-

acter and class designated and described in said specifications and proposal, and the said second party hereby undertakes and agrees to substitute and replace any merchandise, materials or supplies furnished by it which, upon inspection of the said City of Indianapolis, does not meet the kind, character, quality and class as so specified, and the said second party guarantees to replace in such instance such merchandise, materials and supplies as will, upon inspection, meet the specifications and proposal, and hereby agrees that the decision of the Board upon the question as to whether the merchandise, materials and supplies conform strictly to the specifications and proposal is to be final.

Whenever the contract and specifications herein provide for work to be done by way of installation or maintenance of any merchandise, materials or supplies, the same shall be done at the risk of the party of the second part, and the party of the second part hereby agrees to indemnify and save the city harmless on account of such work, labor and installation of such merchandise, materials or supplies, on account of any loss, damage or injury occasioned by quality of materials, character of workmanship, or any injury or loss to property or person occasioned by the negligence of the party of the second part or his employes doing such labor and installation of the materials or supplies or merchandise furnished by party of the second part, and the party of the second part shall, in addition thereto, keep such materials to be installed insured against loss by fire until the same is installed and accepted by the City of Indianapolis.

The said City of Indianapolis hereby agrees to pay the sums herein agreed upon in the manner herein specified, upon the inspection and acceptance and approval of the merchandise, materials and supplies furnished by the party of the second part.

The party of the second part hereby agrees, upon demand by the Board of Public Works, to execute and deliver to the Board a bond in such penalty as required by such Board, conditioned upon the compliance and execution of this contract according to the specifications herein adopted and made a part of this contract.

The provisions and conditions of this contract are hereby agreed upon by and between the parties hereto, on this the 23d day of October, 1912, who now sign and subscribe their names hereto.

FOR THE CITY OF INDIANAPOLIS:

This contract approved by us this 23d day of October, 1912.

<p>C. A. SCHRADER, <i>President.</i></p> <p>E. J. O'REILLY, <i>Board of Public Works, Party of the First Part.</i></p>	<p>PRESSURE LIGHTING COMPANY, By R. Momand, Vice-President. <i>Contractor, Party of the Second Part.</i></p> <p>Approved: S. L. SHANK, <i>Mayor.</i></p>
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KNOW ALL MEN BY THESE PRESENTS, That we, Pressure Lighting Company, of New York, State of New York, as principals, and Equitable Surety, Co., of St. Louis, Missouri, as sureties, are held and firmly bound to the City of Indianapolis, Indiana, in the sum of Five Thousand (\$5,000.00) Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, firmly by these presents.

The conditions of the above obligation are such that if the above named Pressure Lighting Company shall faithfully comply with the certain contract made and entered into on the 23d day of October, 1912,

with the City of Indianapolis, Indiana, and shall fulfill all the conditions and stipulations therein contained, according to the true intent and meaning thereof, in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law. In the event the said city shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals the day and year last above written.

Approved October 23d, 1912.

[SEAL]

C. A. SCHRADER,
E. J. O'REILLY,

PRESSURE LIGHTING COMPANY,
By R. Momand, Vice-President.

Board of Public Works.

S. L. SHANK,
Mayor.

[SEAL]

EQUITABLE SURETY COMPANY,
By Hubert H. Woodsmall,
Attorney-in-fact.

WHEREAS, Said contract and agreement has been submitted through the said Board of Public Works to the Common Council of the City of Indianapolis for its action thereon; now, therefore,

SECTION 1. Be it ordained by the Common Council of the City of Indianapolis, That the said contract and agreement hereinbefore set forth, made and entered into on the 23d day of October, 1912, between the City of Indianapolis, by and through its Board of Public Works, and Pressure Lighting Company, be and the same is hereby in all things ratified, confirmed and approved.

Which was read a first time and referred to the Committee on Public Works.

At 4:40 o'clock P. M. Mr. McCarthy entered the Council Chamber and took his seat.

ORDINANCES ON SECOND READING.

Mr. Johnson called for Appropriation Ordinance No. 51, 1912, for second reading. It was read a second time.

Mr. Johnson moved that Appropriation Ordinance No. 51, 1912, be ordered engrossed, read a third time and placed upon its passage. Carried.

Appropriation Ordinance No. 51, 1912, was read a third time and passed by the following vote:

Ayes, 7, viz.: Messrs. Johnson, McCarthy, Copeland, Denny, Owen, Blumberg and President Charles B. Stilz.

Noes, none.

On motion of Mr. Owen, the Common Council, at 4:45 o'clock P. M., adjourned.

Charles B. Stilz

President.

ATTEST:

Edward A. Ramsay

City Clerk.

