

SPECIAL MEETING.

COUNCIL CHAMBER, CITY OF INDIANAPOLIS, IND.  
MONDAY, July 24, 1905.

The Common Council of the City of Indianapolis, met in the Council Chamber, Monday July 24, 1905, at 7:30 o'clock P. M. in special session, Vice-President Rhodes in the chair, pursuant to the following call:

INDIANAPOLIS, IND., July 22, 1905.

To the Honorable, the President and Members of the Common Council:

Gentlemen: I hereby call a special meeting of the Common Council for Monday, July 24, at 7:30 o'clock P. M., for the purpose of the introduction, consideration and passage of an ordinance approving a contract entered into by and between the City of Indianapolis and the Cleveland Street Lighting Company for furnishing gas for incandescent street lights; also an ordinance approving a contract between the City of Indianapolis and the Cleveland Street Lighting Company for furnishing naphtha incandescent street lights.

Respectfully,  
JOHN W. HOLTZMAN,  
Mayor.

I, W. M. Fogarty, Clerk of the Common Council, do hereby certify that I have served the above and foregoing upon each and every member of the Common Council prior to the time of meeting pursuant to the rules.

W. M. FOGARTY,  
City Clerk.

Which was read.

The Clerk called the roll:

Present: The Hon. W. A. Rhodes, Vice President of the Common Council, and 12 members, viz: Messrs. Cooper, Cottey, Crall, Fishback, Moriarity, Murray, Shea, Storm, Sullivan, Uhl, Wolsiffer, Wright.

Absent, 8, viz: Messrs. Davis, Eppert, Gasper, Hofmann, Krause, Linus, Wahl and President Billingsley.

From the Board of Public Works:

INDIANAPOLIS, IND., July 21, 1905.

To the President and Members of the Common Council:

Gentlemen: We return you enclosed an ordinance ratifying the

contract executed between the City of Indianapolis and the Cleveland Street Lighting Company, June 5, 1905, for furnishing gas for incandescent street lights for a period of one year, dating from August 15, 1905. We also return to you an ordinance ratifying the contract executed between the same parties on the same date for naphtha incandescent street lighting.

In returning these, we wish to acknowledge the notice of the City Clerk that your honorable body concurred in the report of your Committee on Contracts and Franchises of July 17, 1905, which recommended that the contracts be returned to this Department, and that the ratifying ordinances be not passed. In order that the Council may have a clear understanding of the situation, we desire to say that the reason given for the return of the gas contract is based on an apparent misapprehension on the part of your honorable body. So far as this Board is informed, there is no question of infringement as to the burner for incandescent gas lights, and as the price—\$24.30—is a large reduction over the price now paid—\$28.00—and the bid of the competing company, and as the time is exceedingly short in which this company may install its service, we ask that the Council reconsider its action.

The question of infringement of the gasoline burner was raised before this Board, and the same court proceedings were filed with the Board as with your committee. At no time has this Board been informed by any one that the Pennsylvania Globe Gas Light Company or any one else has brought suit against the Cleveland Street Lighting Company for an infringement on the gasoline burner or any other device used in street lighting. If your honorable body has information showing where such litigation has been begun, it has information which has not been presented to this Board. In view of this fact, and knowing that the Cleveland Street Lighting Company is doing business in a number of places where it would be exposed to litigation, the Board required the Cleveland Street Lighting Company to double the bond provided for in the specifications. This it promptly did, and furnished as surety the Bankers' Surety Company, of Cleveland, in the sum of \$10,000, and which company the Auditor of State said was authorized to do business in Indiana and was a reputable company. We believe this bond will protect the city in any infringement litigation. It is at least \$3,000 in excess of the gross revenue which the contracting company might get during its contract.

For the reasons given above, and for the further reason that the city will have no contract for auxiliary lighting after August 15th unless these contracts are ratified, we ask the Council to reconsider its action. The Cities and Towns bill, which is now our city charter, has so altered the conditions relative to such contracts that, unless the Council does act favorably on these contracts, the city will be without this auxiliary service, which, however deficient in part it may have been, is still very desirable for the general public.

We ask your prompt action, for the reason that we do not wish to discontinue this lighting service; nor does the Board feel that the business interests of the city will be served by continuing the present contract at the higher price.

Respectfully,

M. A. DOWNING,  
JACOB WOESSNER,  
DAVID WALLACE,  
Board of Public Works.

Which was read.

From the Board of Public Works:

General Ordinance No. 60—1905: An Ordinance ratifying, confirm-

ing and approving a certain contract and agreement made and entered into on the 5th day of June, 1905, between the City of Indianapolis, by and through its Board of Public Works and The Cleveland Street Lighting Company, viz:

*This Agreement*, Entered into and acknowledged this . . . . day of June, 1905, 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 The Cleveland Street Lighting Company, of the City of Cleveland, County of Cuyhoga, and State of Ohio, 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 the said City with gas for incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one (1) year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905, which specifications are attached hereto and made a part hereof, as fully and effectually, as if the same were copied herein fully and completely, for the following price, to-wit: Twenty-four dollars and thirty cents (\$24.30), for each lamp, per year, payable monthly, as the service is performed.

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 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 or 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.

*In Witness Whereof*, We, the foregoing parties hereunto set our hands this . . . . day of June, 1905.

FOR THE CITY OF INDIANAPOLIS,

M. A. DOWNING,  
JACOB WOESSNER,  
DAVID WALLACE,

Board of Public Works,  
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

THE CLEVELAND STREET LIGHTING COMPANY,  
Frank M. Gregg, President.

Contractor, party of the second part.

Attest:

A. J. BLOOM, Secretary.

*And Whereas*, Said contract and agreement has been submitted through the Board of Public Works, to the Common Council of the City of Indianapolis for its action thereon, thereof:

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That the foregoing contract and agreement made and en-

tered into on the . . . day of June, 1905, by the City of Indianapolis, by and through its Board of Public Works, and The Cleveland Street Lighting Company, be, and the same is, hereby in all things ratified, confirmed and approved.

*Know All Men by These Presents*, That we, The Cleveland Street Lighting Company of Cleveland, Ohio, as principal, and The Bankers Surety Company, a suretyship corporation organized under the laws of the State of Ohio, doing business in the State of Indiana under the laws thereof, as surety, are held and firmly bound unto the City of Indianapolis, Indiana, in the sum of five thousand (\$5,000) dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

Signed, sealed and dated this 23d day of May, 1905.

The condition of this obligation is such that, whereas, the above, The Cleveland Street Lighting Company, has entered into a contract to supply the said City with gas for incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905;

*Now, Therefore*, If the said The Cleveland Street Lighting Company shall well and truly execute and perform all and singular the conditions, agreements, provisions and covenants on its part to be performed as provided in said contract without failure or default in any particular then and in that case this obligation shall be void; otherwise the same shall be and remain in full force and virtue in law.

THE CLEVELAND STREET LIGHTING COMPANY,

By Frank M. Gregg, President.

Attest:

By ABE J. BLOOM, Sec'y and Treas.

Executed in Triplicate—"Original."

THE BANKERS SURETY COMPANY,

By Harvey D. Goulder, President.

Attest:

HIRAM H. INGRAM, Secretary.

#### NOTICE TO BIDDERS.

(1) Sealed proposals will be received by the Board of Public Works of the City of Indianapolis, Indiana, up to ten (10) o'clock, A. M., of the 15th day of May, 1905, for supply said city with gas for incandescent street lights, on certain alleys, streets, squares, avenues and public places of said City as hereinafter provided.

(2) Bidders shall submit bid for furnishing gas per light, per year, on an all night schedule. Said lights shall be lighted on or before one-half ( $\frac{1}{2}$ ) hour after sunset and shall be kept lighted until one-half ( $\frac{1}{2}$ ) hour before sunrise.

(3) 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.

(4) Bidders shall submit bids for furnishing gas for incandescent lights for a period of one year, beginning August 17, 1905.

(5) 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) 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 on awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of five thousand (\$5,000) 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 bond, 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 the lamp apparatus or process, which may be used in operating or maintaining the lamp furnished.

The Board of Public Works reserves the right to reject any and all bids, and to readvertise for bids, if it deems it to the best interests of the City of Indianapolis.

#### GENERAL SPECIFICATIONS.

(1) The contractor shall supply gas, connect gas lamps with gas mains and furnish and maintain lamps of at least sixty (60) candle power at such points as are hereinafter designated and at such other places, where there shall be gas mains in the street, as may be designated by said Board of Public Works, not less than three hundred (300).

The proposals shall be submitted for furnishing gas for incandescent light as before stated on an all night schedule for a period of one (1) year, beginning August 17, 1905.

(2) Proposals shall include furnishing of gas, laying of all services, including riser, the erecting of all posts of standard height and weight, lighting and all work of maintaining lights at all times of at least sixty (60) candle power each.

(3) 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, but must be provided with glass, or other transparent bottoms, and mounted with a top or dome of irredescent and light reflecting material.

The lanterns must have proper wind guards so that the light will not be affected in any manner by high wind.

(4) The lamps at street intersections shall be equipped each with street signs showing plainly the names of such intersecting streets.

(5) All posts must be ornamental in design, of iron construction, weight at least two hundred and fifty (250) pounds and shall be bronzed or painted from time to time as the Board of Public Works may direct.

(6) The burners and globes on lanterns shall at all times be kept clean and free from any deposits of any kind.

(7) All labor and material, and anything relating 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.

(8) All lamps, burners, posts and the property furnished shall remain the property of the contractor. On the expiration of said contract, and should the contract not be renewed, the said posts shall be removed at the expense of the contractor, on the written order of the Board of Public Works.

(9) Said lamps shall be located at such points as shall be designated by the Board of Public Works in writing, and the said Board of Public Works reserves the right to change the location of any lamp or posts to such location or locations, as the Board may deem necessary to meet the public need. The contractor shall also change the location of any light in the way of any public improvement, and any expense incurred by such changes must be borne by said contractor.

(10) 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 the Board of Public Works.

(11) All sidewalks, highways or public places that the said contractor, at any time may open or dig into shall be restored in as good condition and repair as the same were in before being opened and to the satisfaction of the Board of Public Works.

(12) The contractor must agree to save the City harmless from any claims which may by reason of any infringement of any patent right in the use of the lamp apparatus or maintaining the lamps furnished.

(13) 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 properly guard all excavations or dangerous places made by it or its agents or employes and will use all due and proper precautions to prevent injury to any property, person or persons, what or whomsoever for and during the entire period of the contract, and for and during said period, the contractor shall save harmless the City from any and all liability whatsoever growing out of any injury or damage to property or persons and from all damage suits that may arise on account thereof, and to pay any judgment with costs which may be obtained against such City growing out of any injury or damage whatsoever as aforesaid.

(14) The contractor shall do no injury to shade trees, or interfere with pipes of other companies, shall replace any sodding disturbed and

shall fully indemnify and save harmless the City of Indianapolis from any claims for damages from any injury to streets whatsoever.

(15) All lights shall be at least sixty (60) candle power and shall be maintained at such 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 lamp. Each light shall be of sixty (60) candles 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.

(16) The contractor shall have a representative in the city with an office and telephone.

#### PENALTY.

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, fifty (50) cents per light per day for each day or part of a day said contractor fails to provide light according to said contract.

Should the contractor fail to make any repairs caused by digging into 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 five (5) days after giving notice to make said repairs and to deduct the cost thereof out of any moneys due said contractor.

Approved April 28, 1905.

M. A. DOWNING,  
JACOB WOESSNER,  
DAVID WALLACE,  
Board of Public Works.

Which was read a first time and referred to the Committee on Contracts and Franchises.

#### From the Board of Public Works:

General Ordinance No. 61—1905: An ordinance ratifying, confirming and approving a certain contract and agreement made and entered into on the 5th day of June, 1905, between the City of Indianapolis, by and through its Board of Public Works and The Cleveland Street Lighting Company, viz:

*This Agreement.* Entered into and acknowledged this 5th day of June, 1905, 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 The Cleveland Street Lighting Company, of the City of Cleveland, County of Cuyhoga, and State of Ohio, 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 the said City with naphtha incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one (1) year from August 15, 1905, according

to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905, which specifications are attached hereto and made a part hereof, as fully and effectually, as if the same were copied herein fully and completely, for the following price, to-wit: Twenty-six dollars and ten cents (\$26.10), for each lamp, per year, payable monthly, as the service is performed.

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 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 or 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.

*In Witness Whereof*, We, the foregoing parties hereunto set our hands this 5th day of June, 1905.

FOR THE CITY OF INDIANAPOLIS,

M. A. DOWNING,  
JACOB WOESSNER,  
DAVID WALLACE,

Board of Public Works,  
Party of the first part.

Approved:

JOHN W. HOLTZMAN, Mayor.

THE CLEVELAND STREET LIGHTING COMPANY,

Frank M. Gregg, President.

Contractor, party of the second part.

Attest:

A. J. BLOOM, Secretary.

*And Whereas*, Said contract and agreement has been submitted through the Board of Public Works, to the Common Council of the City of Indianapolis for its action thereon, thereof:

Section 1. Be it ordained by the Common Council of the City of Indianapolis, That the foregoing contract and agreement made and entered into on the 5th day of June, 1905, by the City of Indianapolis, by and through its Board of Public Works, and The Cleveland Street Lighting Company, be, and the same is, hereby in all things ratified, confirmed and approved.

*Know All Men by These Presents*, That we, The Cleveland Street Lighting Company of Cleveland, Ohio, as principal, and The Bankers Surety Company, a suretyship corporation organized under the laws of the State of Ohio, doing business in the State of Indiana under the laws thereof, as surety, are held and firmly bound unto the City of Indianapolis, Indiana, in the sum of ten thousand (\$10,000) dollars, for the payment of which well and truly to be made we hereby jointly and severally bind ourselves, our successors and assigns, firmly by these presents.

Signed, sealed and dated this 23d day of May, 1905.

The condition of this obligation is such that, whereas, the above,



The Cleveland Street Lighting Company, has entered into a contract to supply the said City with naphtha incandescent street lights on certain streets, alleys, squares, avenues and public places of said City for a period of one year from August 15, 1905, according to the specifications adopted therefor by the Board of Public Works of the City of Indianapolis, April 21, 1905;

*Now, Therefore,* If the said The Cleveland Street Lighting Company shall well and truly execute and perform all and singular the conditions, agreements, provisions and covenants on its part to be performed as provided in said contract and the specifications therein referred to, without failure or default in any particular, and shall defend all suits against said City for infringement or violation of letters patent and pay and discharge all judgments with costs obtained against said City by reason of any alleged infringement of any letters patent, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue in law.

THE CLEVELAND STREET LIGHTING COMPANY,

By Frank M. Gregg, President.

Attest:

By A. J. BLOOM, Sec'y.

Executed in Triplicate—"Original."

THE BANKERS SURETY COMPANY,

By D. A. Mactree, 2d Vice-President.

Attest:

HIRAM H. INGRAM, Secretary.

#### NOTICE TO BIDDERS.

(1) Sealed proposals will be received by the Board of Public Works of the City of Indianapolis, Indiana, up to ten (10) o'clock, A. M., of the 15th day of May, 1905, for supplying said City with naphtha incandescent street lights, on certain alleys, streets, squares, avenues and public places of said City as hereinafter provided.

(2) Bidders shall submit bid for furnishing naphtha incandescent street lights, per light, per year, on an all night schedule, said lights to be lighted on or before one-half ( $\frac{1}{2}$ ) hour after sunset and shall be kept lighted until one-half ( $\frac{1}{2}$ ) hour before sunrise.

(3) 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.

(4) Bidders shall submit bids for furnishing naphtha incandescent street lights for a period of one year, beginning August 17, 1905.

(5) 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) 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 naphtha incandescent street 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 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 on awarding of the contract to the party who shall make the successful bid or upon the rejection of all bids.

The party to whom the contract is awarded under these specifications shall be required to enter into bond in the sum of five thousand (\$5,000) 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 bond, 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 the lamp apparatus or process, which may be used in operating or maintaining the lamp furnished.

The Board of Public Works reserves the right to reject any and all bids, and to readvertise for bids, if it deems it to the best interests of the City of Indianapolis.

#### GENERAL SPECIFICATIONS.

(1) The contractor shall supply naphtha incandescent street lights and furnish and maintain lamps of at least sixty (60) candle power at such points as hereinafter designated and at such other places as may be designated by said Board of Public Works not less than three hundred (300).

The proposals shall be submitted for furnishing naphtha incandescent street lights as before stated on an all night schedule for a period of one (1) year, beginning August 17, 1905.

(2) Proposals shall include furnishing of all naphtha . . . . . the erecting of all poles of standard height and weight, lighting and all work of maintaining lights at all times of at least sixty (60) candle power each.

(3) 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, but must be provided with glass, or other transparent bottoms, and mounted 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 wind.

(4) The lamps at street intersections shall be equipped each with street signs showing plainly the names of such intersecting streets.

(5) All posts must be ornamental in design, of iron construction,

weight at least two hundred and fifty (250) pounds and shall be bronzed or painted from time to time as the Board of Public Works may direct.

(6) The burners and globes on lanterns shall at all times be kept clean and free from any deposits of any kind.

(7) All labor and material, and anything relating 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 naphtha street lights.

(8) All lamps, burners, posts and the property furnished shall remain the property of the contractor. On the expiration of said contract, and should the contract not be renewed, the said posts shall be removed at the expense of the contractor, on the written order of the Board of Public Works.

(9) Said lamps shall be located at such points as shall be designated by the Board of Public Works in writing, and the said Board of Public Works reserves the right to change the location of any lamp or posts to such location or locations, as the Board may deem necessary to meet the public need. The contractor shall also change the location of any light in the way of public improvement, and any expense incurred by such changes must be borne by the contractor.

(10) 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 the Board of Public Works.

(11) All sidewalks, highways or public places that the said contractor, at any time may open or dig into shall be restored in as good condition and repair as the same were in before being opened and to the satisfaction of the Board of Public Works.

(12) The contractor must agree to save the City harmless from any claims which may by reason of any infringement of any patent right in the use of the lamp apparatus or maintaining the lamps furnished.

(13) 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 properly guard all excavations or dangerous places made by it or its agents or employes and will use all due and proper precautions to prevent injury to any property, person or persons, what or whomsoever for and during the entire period of the contract, and for and during said 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 to pay any judgment with costs which may be obtained against such city growing out of any injury or damage whatsoever as aforesaid.

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

(15) All lights shall be at least sixty (60) candle power and shall be maintained at such 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 lamp. Each light 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.

(16) The contractor shall have a representative in the city with an office and telephone.

## PENALTY.

Should the contractor fail to furnish the naphtha incandescent 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, fifty (50) cents per day, per light, for each day or part of a day said contractor fails to provide light according to said contract.

Should the contractor fail to make any repairs caused by digging into 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 five (5) days after giving notice to make said repairs and to deduct the cost thereof out of any moneys due said contractor.

Approved April 28, 1905.

M. A. DOWNING,  
JACOB WOESSNER,  
DAVID WALLACE,  
Board of Public Works.

Which was read a first time and referred to the Committee on Contracts and Franchises.

Mr. Shea suggested that the Council take a recess of five minutes in order that the Committee on Contracts and Franchises have time to consider the above ordinances.

Mr. Crall stated that there were only two members of the Contracts and Franchises committee present.

Mr. Fishback then moved that the rules be suspended and General Ordinances No. 60 and No. 61, 1905, be advanced to second reading.

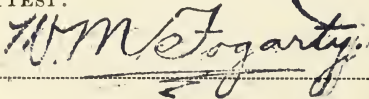
Mr. Crall objected and the Chair declared the motion lost.

On motion of Mr. Cooper the Common Council, at 7:55 o'clock, P. M., adjourned.



Vice-President.

ATTEST:



City Clerk.