

SPECIAL MEETING

Monday, August 31, 1936,

4:00 P. M.

The Common Council of the City of Indianapolis met in the Council Chamber at the City Hall, Monday, August 31, 1936, at 4:00 p. m., President Edward B. Raub in the chair, pursuant to the following call:

To the Members of the Common Council,  
Indianapolis, Indiana.

Gentlemen:

You are hereby notified that there will be a Special Meeting of the Common Council held in the Council Chamber on August 31, 1936, at 4:00 p. m., the purpose of such Special Meeting being to introduce, and pass, under suspension of rules, General Ordinance No. 62, 1936, concerning the General Contracts for the proposed New Engine Houses.

Respectfully,

EDWARD B. RAUB,  
President, Common Council.

I, Daniel J. O'Neill, Jr., Clerk of the Common Council of the City of Indianapolis, Indiana, 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 such Special Meeting, pursuant to the rules.

It Witness Whereof, I have hereunto affixed my signature and caused the seal of the City of Indianapolis to be affixed.

DANIEL J. O'NEILL, JR.,  
City Clerk.

(SEAL)

Which was read.

President Raub called the meeting to order.  
The Clerk called the roll.

Present: Edward B. Raub, President, and five members, viz: Theodore Cable, Silas J. Carr, Nannette Dowd, Adolph J. Fritz, Edward R. Kealing.

Absent: William A. Oren, John A. Schumacher, Ross H. Wallace.

The reading of the Journal for the previous meeting was dispensed with on motion of Mr. Cable, seconded by Mr. Fritz.

At this point Councilman Schumacher entered the room and was counted present.

## COMMUNICATIONS FROM CITY OFFICIALS

Indianapolis, Ind., August 29, 1936.

To the Honorable President and  
Members of the Common Council,  
City of Indianapolis.

Gentlemen:

The Board of Public Safety having approved the E. W. Hauser Construction Company bid in the amount of Fifteen Thousand Nine Hundred Seventy (\$15,970.00) Dollars for the general construction of new Fire Station No. 18—Tibbs Avenue and West Washington Street, subject to the ratification of the contract by your honorable body, we are submitting herewith for your action copies of an ordinance ratifying said contract.

We respectfully recommend the passage of this ordinance under suspension of rules owing to the fact that it is imperative that build-

ing operations be begun at once so the structure can be completed and paid for before the end of the year.

Respectfully submitted,

BOARD OF PUBLIC SAFETY,  
BLYTHE Q. HENDRICKS,  
Executive Secretary.

## INTRODUCTION OF GENERAL ORDINANCES

By the Board of Public Safety:

### GENERAL ORDINANCE NO. 62, 1936

AN ORDINANCE approving the acts of the Board of Public Safety in accepting a bid for the general construction of a new fire station, authorizing said board to enter into a general construction contract therefor with E. W. Hauser, doing business under the name of E. W. Hauser Construction Co., and fixing a time when the same shall take effect.

WHEREAS, the Board of Public Safety of the City of Indianapolis contemplates the erection and construction of a new fire station building in the City of Indianapolis, to be known as Fire Station No. 18; and

WHEREAS, the Board of Public Safety of said city, after advertising for bids for the general construction of such fire station building, accepted the bid of E. W. Hauser, doing business under the firm name and style of E. W. Hauser Construction Co., said bid being the lowest of all bids submitted; and

WHEREAS, the Board of Public Safety has tentatively awarded the contract for the general construction of such fire station building to the said E. W. Hauser, doing business as aforesaid, subject to the approval of the Common Council of the City of Indianapolis; and

WHEREAS, said Board of Public Safety desires to enter into and execute a proposed contract for and on behalf of the City of Indianapolis, which proposed contract (except the insertion of the date of the making of the same) is as per the following copy thereof to-wit:

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ in the year Nineteen Hundred and Thirty-six by and between E. W. HAUSER, doing business under the firm name and style of E. W. HAUSER CONSTRUCTION CO., hereinafter called the Contractor, and the CITY OF INDIANAPOLIS, by and through its BOARD OF PUBLIC SAFETY, hereinafter called the Owner, WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. *Scope of the Work*—The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled:

GENERAL CONSTRUCTION—FIRE STATION NO. 18, Indianapolis, Indiana, to be located on property deeded to the City of Indianapolis by the State of Indiana for the purposes of erecting a Fire Station thereon, said Drawings and Specifications having been prepared by PIERRE & WRIGHT, Architects, Indianapolis, Indiana, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings. It is mutually agreed and understood by and between the parties hereto that the Contractor hereby agrees to furnish to the Owner all materials and labor of every kind needed in the building and construction of, and to build, construct and complete in all its details ready for use by the Owner all the work for the General Construction of the said Fire Station No. 18, exclusive of Plumbing, Heating, Ventilating, Electric Wiring, Painting and Vehicle Approaches. It is further mutually understood that all Alternate Bids have been and are hereby rejected except Alternate No. 2, and that the contract sum set out in Article 3 hereinafter includes the said Alternate Numbered 2.

Article 2. *Time for Completion*—The work to be performed under this Contract shall be substantially completed by December 15, 1936.

Article 3. *The Contract Sum*—The Owner shall pay the Contractor for the performance of the Contract, subject to addi-



tions and deductions provided therein, in current funds as follows: Fifteen Thousand Nine Hundred Seventy Dollars (\$15,970.00). Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

Article 4. *Progress Payments*—Each month when payments are due during the progress of the work, the Architect will issue to the Contractor a certificate addressed to the Owner showing that the Contractor is entitled to a payment on account of part of the Contract Price; such certificate to be eighty-five per cent (85%) of the Contract value of labor and material, due and payable, that are then in the work and permanently in place in the building, as estimated by the Architect, and the Owner will pay to the Contractor the amount of each such estimate within approximately ten (10) days after receipt of the Architect's certificate. The unpaid balance of the Contract Price will be paid by the Owner to the Contractor within sixty-five (65) days after the Architect has certified to the Owner that the Contractor has fully and faithfully completed his Contract, including all additional work authorized by the Owner, agreeably to the Drawings and Specifications and to the satisfaction of the Architects and Owner, and upon the Contractor giving a sufficient release, accompanied by an affidavit, to the Owner showing to the Owner's satisfaction that he has fully paid all sub-contractors, suppliers, laborers, and material-men whose labor or material has entered into the work and that all claims and demands whatsoever in any manner growing out of this Contract are fully and completely satisfied. No payment shall be made on account of materials delivered or stored on the site but not permanently incorporated in the work. Monthly certificates will be issued after a showing to the Owner, by properly receipted bills, that such percentage of the Contractor's obligations up to that month period have been duly discharged.

Article 5. *Maintenance by Contractor*—The Contractor shall remove and replace any defective or unsuitable materials, equipment or structures, at the expense of the Contractor, which may be apparent or which may develop within a period of one (1) year after the final acceptance of the work by the Owner, and which may result from inferior workmanship of the Contractor.

Article 6. *The Contract Documents*—The General Condi-

tions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and the Drawings:

“THE SPECIFICATIONS”:

Notice to Bidders.

General Conditions of the Contract

Form A2—4th Edition, Standard Form of the American Institute of Architects.

Specifications for General Construction  
Pages Numbered 1 to 49, inclusive.

Addenda No. 1  
Sheets Numbered 1 to 3, inclusive.

Alternate Specifications  
Pages Numbered 51 and 52.

“THE DRAWINGS”:

General Construction Plans  
Sheets Numbered 1 to 6, inclusive.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

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(Owner)

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(Contractor)

APPROVED:

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Mayor

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF INDIANAPOLIS, INDIANA:

Section 1. That the preamble to this ordinance is hereby incorporated into and made a part of this ordinance by this reference thereto.

Section 2. That the Acts of the Board of Public Safety as set out in the preamble of this ordinance are hereby approved, confirmed and ratified.

Section 3. That the Board of Public Safety and any other proper official of said city are hereby authorized and empowered to enter into and execute for and on behalf of the City of Indianapolis the proposed contract as per copy thereof set out in the preamble of this ordinance, with the date of the making of said contract inserted therein.

Section 4. That the contract sum named in said proposed contract shall be paid out of the funds heretofore appropriated to the Department of Public Safety, as the same appears in the budget for the year 1936 under the classification: Fire Department—Fund 71, Buildings, Structures and Improvements.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

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

Mr. Carr asked for suspension of the rules for further consideration and passage of General Ordinance No. 62, 1936. The motion was seconded by Mrs. Dowd and passed by the following roll call vote:

Ayes, 7, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Kealing, Mr. Schumacher, President Raub.

The rules were suspended.

The Council reverted to a previous order of business.

## COMMITTEE REPORT

Indianapolis, Ind., August 31, 1936.

To the President and Members of the Common Council  
of the City of Indianapolis, Indiana.

Gentlemen:

We, your Committee on Public Safety, to whom was referred General Ordinance No. 62, 1936, entitled Concerning Contract for New Engine House, beg leave to report that we have had said ordinance under consideration, and recommend that the same be passed under a suspension of the rules.

SILAS J. CARR, Chairman.  
NANNETTE DOWD.  
JOHN A. SCHUMACHER.

## ORDINANCES ON SECOND READING

Mr. Carr called for General Ordinance No. 62, 1936, for second reading. It was read a second time.

On motion of Mr. Carr, seconded by Mrs. Dowd, General Ordinance No. 62, 1936, was ordered engrossed, read a third time and placed upon its passage.

General Ordinance No. 62, 1936, was read a third time by the Clerk and passed by the following roll call vote:

Ayes, 7, viz: Mr. Cable, Mr. Carr, Mrs. Dowd, Mr. Fritz, Mr. Kealing, Mr. Schumacher, President Raub.

On motion of Mr. Schumacher, seconded by Mr. Fritz, the Common Council adjourned at 4:30 p. m.

We hereby certify that the above and foregoing is a full, true and complete record of the proceedings of the Common Council of the City of Indianapolis, held on the 31st day of August, 1936, at 4:00 p. m.

In Witness Whereof, we have hereunto subscribed our signatures and caused the seal of the City of Indianapolis to be affixed.



President.

Attest:



(SEAL)

City Clerk.