Ordinance No. 10010.

An Ordinance authorizing and directing a contrast to be entered into with the portions on eral Electric Company for Lighting the streats of the city of portland,

The city of Portland does ordain as follows:

Beetion 1. The completes on Strept Lighting (of the Country council of said Siry) complete of J.C.Euckel, H.A.Bolding, J.D.Neyer, W.A.Stersy and Serrey Lighton, or a superior of councilbe and they are hereby authorized and directed to make and skewite a contract in writing (to be more ted in duplicate, in behalf of the City of Portland) with the Pertinent Semeral Electric Coupony (her inefter more specifically designated) of the form and conditions hereimafter provide.

Section 2. Said contract shall be of the form and on the conditions autoconstanty on Table lows, to-wit:

THIS AGREENDENT, made this day of Anne Demisi, One thousand Bight bundred and Ninety- (189 -, by and between the CITY OF PORTLAND, a municipal perperation in the pointy of Multnomah, duly organized and existing under and by virtue of the laws of the State of Drugon, boy,

inafter referred to as "said City", party of the first part; and the PORTAND DENELL MONTRAID CONTAINS a corporation duly incorporated, organized and existing under the laws of the State of Gregoe, and having its principal office at the City of Portland in said State, hereinsfor referred to as "said Electric Company" party of the second part, WITNERSETH:

THAT WHEREAS, prior hereto and in the months of August and September, 1806, the Committee On Street Lighting of the Common Council of the City of Portland, as directed by Resolution advantables said Common Council, duly advortised in the Daily Gregonian, a newspaper of general etreviation in said City, for bids or proposals for lighting the streets of said City; said advortisement or notice having been published for the requisute time, as provided in said Resolution (A copy of which said advertisement and notice is attached hereto, marked "Exhibit 1", made a part hereof and is hereisefter referred to as "said notice").

AND WHEREAS, a true copy of the specifications referred to in said notice is herete attached marked "Exhibit 2", and made a part hereof, and is hereinafter referred to assent epecifications",

AND WHEREAS, said Electric Company on the 19th day of September, 1990, duly made and presented to said City and said Committee on Streets Lighting a sealed proposal or bid, as required by said notice, (a copy of which said sealed proposal or bud is herete attached, marked "Exhibit 3" and made a part hereof, and is hereinafter referred to as "said sealed bid",

AND WVEREAS, said sealed bid of said Electric Company was duly accompanied by a check of said Electric Company for Thirty-thousand dollars, (\$30,000.00) on and duly certified by the Pank of Eritish Columbia (A responsible Portland Bank,) as provided in said notice, and said sealed bid and said check were in all respects as require by notice.

AND WHERFAS, said sealed bid of said Electric Company was duly accepted by said Committee on Street Lighting, and said Electric Company was and is the successful bidder under and as provided by said notice,

NOW, THEREFORE, said Electric Company for and in consideration of the agreement hereinafter set forth on behalf of said City, to be by it kept and performed, does hereby covenant and agree to and with said City and its successors, to furnish, erect, maintain, light and keep lighted each and every night from the first day of April 1899, to the thirty-first day of March, 1901, (both dates inclusive) in accordance with the terms of said specifications and said sealed bid seven hundred and three electric arc lamps of the candle power and make as provided in said specifications, and six hundred and thirty-seven (637) electric incandescent lamps of the candle power and make as provided in said specifications, such and all of said lamps (are and incandessant) to be erected and maintained at places in suid City, as provided in said Exhibits "A" and "B" attached to said specifications; said Electric company agreeing to heap each and all of said lamps, and the additional lamps hereinafter provided for, lighted such and every hight, in accordance with the schedule set forth in said specifications; it belog understand and agreed, if on said first day of April 1899, there are in use for lighting the streets of said City (under the present existing contract for lighting the streets of said City) any electric, are or internetworks lamps in addition to the above numbers, respectively, ... that said Electric Company will maintain, light and keep the same lighted each and every night for ... said term of two years, ending March thirty-first, 1901, in all respects as though the same were mentioned and set forth in said Enhibits "A" and "B" attached to said specifications.

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Said Blactric Company further agrees to furnish, erect, maintain, light and keep the same lighted each and every night from the same are begun to be lighted during the term of this contract, in accordance with said specifications, such other and additional electric are and incandescent lamps to be placed at such points as the Common Council of said City may direct, <u>provided</u>, <u>however</u>, that each Electric Company shall not be required to furnish, erect and maintain or light any new, other or additional electric are lamps at a greater distance than twelve hundred (1200) feet from any other electric are lamp, used for street lighting, under this contract, or any new other or additional electric incandescent lamps at a greater distance than six hundred (600) feet from any other electric incandescent lamp used for street lighting under this contract.

Said Electric Company further agrees that the Common Council of said City shall have the right to order said Electric Company to take out any of the incandescent lamps herein provided for, and replace them by are lamps, the expense of such change to be borne by said Electric Company; provided, however, that said Common Council shall order at least one are lamp installed in place of every five incandescent lamps ordered out. Said are lamp substituted for incandescent lamps, as in this section provided, shall be paid for at the monthly rate, provided for hereinafter, for each of said seven hundred and three are lamps.

Said Electric Company further agrees that in case it shall fail to light or keep lighted, in accordance with said specifications, any lamp or lamps in this contract specified or provided for, dur ing any of the hours enumerated in said specifications, when the same should be lighted (in accordance with the terms of said specifications) caused by the negligence or carelessness of said Electric Company, it, said Electric Company, shall forfeit or pay therefore a sum equal to 1/10 (one-tenth) of the monthly contract price for lighting such lamp or lamps for each and every night of failure; but if such failure is caused by act of God, excusable or unavoidable accident or casualty, in either of such latter cases, there shall be no penalty, as provided above but said Electric Company shall not charge the said Contract price for such lamp or lamps during such failure.

Said Electric Company further agrees that in case it shall fail or neglect to furnish lamps and of the kind and capacity, as set forth in said specifications, this contract mey be cancelled and annulled by said Common Council. Provided, however, that said Common Council shall first give (or cause to be given) to said Electric Company thirty (30) days' notice in writing, particularly specifying such failure or neglect, and if said Electric Company shall thereupon fail or or neglect to furn1 ish lamps of the kind and capacity specified in such notice, then said Common Council may cause this contract to be cancelled.

Said Electric Company further agrees that all said are and incandescent lumps shall be erect ed at the placed and as provided in the specifications, and that whenever it is necessary for said Electric Company to erect rew pole linesor wires for the purpose of carrying out its part of the contract, then the wires on the poles of said Electric Company shall be placed or strung as provided in said specifications. And the cald Gity of Portland for and in some duration of the foregoing agreements on the part of said Electric Company to be by it dans, hept and parformed, does hereby agree to and with and Electric Company, to pay to daid Electric Company for anid street lighting up follows, :

(1) The sum of Hight and 32-1-5/100 dollars (\$0.55 1/0) per month for each of said seven hundred and three (705) electric are lamps hereinbefore montioned, and also for each electric are lam substituted for incandescent lamps, as hereinbefore provided.

The sum of Right dollars (\$2,00) per month for such electric are lamp is addition to sold seven hundred and three (703) excepting, however, suid electric are lamp substituted for electric incandescent lamps, as hereinbefore provided.

(5) The sum of One and 7% 1-2/100 dellars (\$1,7% 1/%) per much for such of said of incdred and thirty-seven electric incandescent lamps, hereinbefore mentioned, (accepting, herein, dist incandescent lamps, for which are lamps shall be substituted, as hereinbefore provided, shall not be paid for; it being mutually agreed that the price for the are lamps as substituted shall take the place of any payment to be made for said incandescent lamps, the use of which will be as discontinue by the substitution therefor, as aforesaid.)

[4] The sum of One and 50/100 dollars (\$1.50) per month for each additional electric in descent lamp.

Said City further agrees that each and all of said payments for said electris are and descent lamps shall be made in United States' Gold Coin of the present standard of weight and flagment and shall be due and payable, and shall be made each month by said City to said Electric Company for; the month immediately preceding.

This contract shall apply to and bind the successors of said city of Portland, and the successors and assigns of said Electric Company.

IN WITNESS WHEREOF, said City has caused these Presents for and on its behalf, and as its act and deed to be signed by its corporate name by said Committee on Street Lighting of said Commen Council, and said Portland General Electric Company has caused these Presents for and on its behalf, and as its act and deed to be signed by its corporate name and its corporate seal to be hereunte affixed by its President and its Secretary thereunte duly authorized this the day and year first in this agreement written. Executed in duplicate.



Committee on Street Lighting of the Common Council of the City of Portland.

PORTLAND GENERAL ELECTRIC COMPANY,

Ву _____

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PORTLAND GENERAL FLECTRIC COMPANY.

By ______Secretary.

President

Specifications for Instatescert Las

Section 5. Upon the execution in duplicate of sind contract, one of sold duplicates shall be filed with the city Auditor, and the other of said Auglinates shall be delivered to said portland Constant Program and the second states of the second General Electric Company. A standard and a subscription of the standard strain

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PROPOSALS FOR STREET LIGHTING --- Baaled proposals, marked *proposals for Street Lighting.* and addressed to the Committee on Street Lighting, will be reasived at the office of the City Auditor of portland, Gregon, up to September 19, 1898, at 1 stalock P.M., for lighting the streets of the dity of portland with are and incandescent Lamps for a term of two years commencing April 1, 1899, proposale must be in strict accordance with specifications on file in the Auditor's Office, copies of which will be furnished upon application. Each bid must be accompanied by a certified check, on some responsible Portland Bank in the sum of thirty thousand dollars (\$30,000.00) payable to the order of the City of Port land, as fixed and liquidated damages, that the successful bidder will enter into a contract in accordance with the terms of the specifications within ten days after the contract is awarded him. The successful bidder will also be required to furnish a good and sufficient Bond in the sum of 100,000.00 One Hundred Thousand dollars with sursties residing in the city of Portland, and to be approved by the Mayor of the City of port land conditioned that the successful bidder will fulfill the terms of his contract. The right is reserved to reject any and all bids.

a second a state of the second second second CARL COMMENTS Portland Oregon, August 18, 1898.

SPECIFICATIONS FOR BIDS ON STREET LIGHTING BY ARC AND INCANDESCENT LAMPS.

Specifications for Arc Lamps.

NUMBER. :

Seven hundred and three (703).

y and the

CANDLE POWER :

Capacity of each lamp to be Fifty (50) volts and ten (10) amperes, or so-called two-thousand (2000) candle power

MAKE:

Standard Double-carbun Thompson-Houston Lamps, capable of burning fifteen hours without recarboning.

LOCATION. :

One arc lamp to be located at each of the points designated in schedule hereto attached and marked "Exhibit A". All lamps to be erected on gus pipe arms one (1) inch in diameter, sixteen feet long, fustened to poles at a height of thirty (30) feet above the street. Contractor will be required to furnish any arc lamps in addition to the above that Council may order during the term of contract, but will not be required to erect any additional arc lamp at a preater distance than twelve hundred feet from any other arc lamp used as a street lighting under this contract.

PRICE:

State price per lamp for the above number of arc lamps and price for each additional arc lamp, over and above the number specified, that may be ordered by rouncil during term of contract.

NUT HER SUR.

Biz hundsed thirty-seven (557),

CANDLE POWERI

Mach Lamp to be Twenty-five sendle power. MARRI

LOCATIONI

Edison new type oval filament.

One incandescent lamp to be iccated at each of the points designated in sch New West tuched and marked "Exhibit B" All incandescent lamps to be presbed on fintures and as are not it. for street lighting purposes in Portland, and fastened to poles in the taxe member. Contempor all be required to furnish any incandescent lamps in addition to the above number that. Beunell may avain during the term of the Congract, but will not be required to erest may additional incondencent 2 may at a greater distance than six hundred (800) feat from any incendescent lang used for screet lighting w der his contract.

PRICE:

J.C.LUCKEL, W.A. STOREY, H.A. BELDING, GEORGE L.BAKER,

committee on Street Lighting

J. D. MEYER.

State price per lamp for above number of incandessent lamps and price for each incandess lamp in addition to the above number, that may be ordered during term of contrast.

General Specifications

If it be necessary for contractor to erect any new pole line or wires, in will be required where wires on poles cross or run above any wire now erested and in use by the portland Fire and police telegraph system, or by any telegraph, telephone, electric power or electric railway company, nor operating under franchise from the City of Portland, that the lowest wire on said new pole shall be at least five (5) fest above the topmost wire on the above mentioned Portland Fire and Police telegraph system, telegraph, telephone, electric light, electric power or electric railway company.

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lamps and replace them by are lamps, the contractor to bear the expense of such change, provided however, that said Council shall order at least one are lamp installed in the place of every five incandescent lamps ordered out.

925

TELES OF CONTRACT.

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Contract to begin on the first day of April, 1809, and expire on the first day of April 1901 proposals must be in strict accordance with specifications on file in the Auditor's office, copies of which will be furnished on application.

Bach Bid must be accompanied by a certified check on some responsible portland Bank in the sum of Thirty Chousand dollars (\$30,000.00) puyable to the order of the City of Portland, as fixed and liquidated damages, that the successful bidder will enter into contract in accordance with the terms of the specifications within ten (10) days after the contract is awarded him. The successful bidder

> be required to furnish a good and sufficient hond in the sum of One hundred thousand dollars (\$150.000.00) with sursties residing in the City of Portland, and to be approved by the Mayor of the City of Portland, conditioned that the successful bidder will fulfill the terms of his contract. The right is reserved to reject any and all bids.

CITYLIGHTS. ARCS____WEST SIDE.

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" & Front	" % Fifth	Jefferson & Front	
* & Ohio	* % Seventh	* & First	
Bancroft Ave. & Corbett	Hall % Front	* & Third	
" & Front	* Second	" % Fifth	
" & First	" & Fourth	* & Seventh	
Lowell M & Corbett	* Sixth	* & Park	
🖷 🕷 Front	* 2 Park	* % Thirteenth	
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Railroad Eridge & Front	" % First	" & Sixteenth	
Gaines & Kelly	n o Third	" % Chapman	
• & First	* & Fifth	" % Stout	
Pennoger & Corbett	" & Sevent)	Madison Street Pridge	
Curry & Kelly	Jackson & Tixes	" "; Front	
Whitaker & First	College & Third	" % Third	
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Portland, Gregon, Sept.19,1898

To the Honorable Committee on Street Lighting, of the City of Portland, Oregon. Gentlemen:-In accordance with the printed advertisement and specifications, copies of which are attached hereto and made a part of this bid, we propose to light the streets of he city of Portland for a term of two years commencing April 1st, 1899 at the following rates: \$ 8.33 1/3 per month ea. For 703 Arc Lamps 1,72 1/2 " " For 637 Incandescent Lamps

Additional Arc and Incandescent Lamps

wor each arc lamp additional to the above number \$8.00 per month; For each incandescent lamp in addition to the above number \$1.50 per month.

As required by your advertisement and specifications, we herewith hand you our check on the Fank of British Columbia, of Portland, Gregon, for Thirty Thousand Bollars, (\$30,000.00) payable to the order of the City of Portland.

Respectfully submitted,

PORTLAND GENERAL ELECTRIC COMPANY,

By H.W.Goods, General Mgr.

Passed the ... common council, September 21st, 1898.

A.N.Gambell, Auditor.

Approved,

163

1898,

Mayor.

The above Ordinance was passed over the Mayor's Veto, October 3rd, 1898, by the following vote, Councilmen Baker, Belding, Beutgen, Cameron, Jameson, Luckel, Martin, Meyer and Showers,9, Mays, Councilmen Hanson and Storey,2.

A.N.Gambell, Auditor.