

Ordinance No. 10910.

An Ordinance authorizing and directing a contract to be entered into with the Portland General Electric Company for lighting the streets of the city of Portland,

The City of Portland does ordain as follows:

Section 1. The Committee on Street Lighting (of the Common Council of said city) composed of J. C. Buckel, H. A. Belding, J. D. Meyer, W. A. Storey and George L. Baker, of a majority of said committee be and they are hereby authorized and directed to make and execute a contract in writing (to be executed in duplicate, in behalf of the City of Portland) with the Portland General Electric Company (hereinafter more specifically designated) of the form and conditions hereinafter provided.

Section 2. Said contract shall be of the form and on the conditions substantially as follows, to-wit:

THIS AGREEMENT, made this day of ANNE DOMINI, One thousand eight hundred and Ninety- (189 -), by and between the CITY OF PORTLAND, a municipal corporation in the county of Multnomah, duly organized and existing under and by virtue of the laws of the State of Oregon, hereinafter referred to as "said City", party of the first part; and the PORTLAND GENERAL ELECTRIC COMPANY a corporation duly incorporated, organized and existing under the laws of the State of Oregon, and having its principal office at the City of Portland in said State, hereinafter referred to as "said Electric Company" party of the second part, WITNESSETH:

THAT WHEREAS, prior hereto and in the months of August and September, 1898, the Committee on Street Lighting of the Common Council of the City of Portland, as directed by Resolution adopted by said Common Council, duly advertised in the Daily Oregonian, a newspaper of general circulation in said City, for bids or proposals for lighting the streets of said City; said advertisement or notice having been published for the requisite 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 hereinafter referred to as "said notice").

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

AND WHEREAS, said Electric Company on the 18th day of September, 1898, 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 bid is hereto attached, marked "Exhibit 3" and made a part hereof, and is hereinafter referred to as "said sealed bid".

AND WHEREAS, 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 Bank of British Columbia (A responsible Portland Bank,) as provided in said notice, and said sealed bid and said check were in all respects as required by notice.

AND WHEREAS, 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 16 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, each and all of said lamps (arc and incandescent) to be erected and maintained at places in said City, as provided in said Exhibits "A" and "B" attached to said specifications; said Electric Company agreeing to keep each and all of said lamps, and the additional lamps hereinafter provided for, lighted each and every night, in accordance with the schedule set forth in said specifications; it being understood and agreed, if on said first day of April 1900, 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, arc or incandescent 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 Exhibits "A" and "B" attached to said specifications.

Said Electric 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 arc and incandescent lamps to be placed at such points as the Common Council of said City may direct, provided, however, that said Electric Company shall not be required to furnish, erect and maintain or light any new, other or additional electric arc lamps at a greater distance than twelve hundred (1200) feet from any other electric arc 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 arc lamps, the expense of such change to be borne by said Electric Company; provided, however, that said Common Council shall order at least one arc lamp installed in place of every five incandescent lamps ordered out. Said arc 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 arc 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, during 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 may 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 neglect to furnish 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 arc and incandescent lamps shall be erected at the places and as provided in the specifications, and that whenever it is necessary for said Electric Company to erect new pole lines or 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 said City of Portland for and in consideration of the foregoing agreements on the part of said Electric Company to be by it done, kept and performed, does hereby agree to and with said Electric Company, to pay to said Electric Company for said street lighting as follows:

(1) The sum of Eight and 22-1/2/100 dollars (\$8.22 1/2) per month for each of said seven hundred and three (703) electric arc lamps hereinafter mentioned, and also for each electric arc lamp substituted for incandescent lamps, as hereinafter provided.

The sum of Eight dollars (\$8.00) per month for each electric arc lamp in addition to said seven hundred and three (703) excepting, however, said electric arc lamps substituted for electric incandescent lamps, as hereinafter provided.

(2) The sum of One and 72 1-2/100 dollars (\$1.72 1/2) per month for each of said six hundred and thirty-seven electric incandescent lamps, hereinafter mentioned, (excepting, however, that incandescent lamps, for which arc lamps shall be substituted, as hereinafter provided, shall not be paid for; it being mutually agreed that the price for the arc lamps so substituted shall take the place of any payment to be made for said incandescent lamps, the use of which will be so discontinued by the substitution therefor, as aforesaid.)

(3) The sum of One and 50/100 dollars (\$1.50) per month for each additional electric incandescent lamp.

Said City further agrees that each and all of said payments for said electric arc and incandescent lamps shall be made in United States' Gold Coin of the present standard of weight and fineness 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 Common 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 hereunto affixed by its President and its Secretary thereunto duly authorized this the day and year first in this agreement written. Executed in duplicate.

CITY OF PORTLAND.

BY _____

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

PORTLAND GENERAL ELECTRIC COMPANY,

BY _____
 President.

PORTLAND GENERAL ELECTRIC COMPANY,

BY _____
 Secretary.

Section 3. Upon the execution in duplicate of said contract, one of said duplicates shall be filed with the City Auditor, and the other of said duplicates shall be delivered to said Portland General Electric Company.

PROPOSALS FOR STREET LIGHTING-- Sealed proposals, marked "Proposals for Street Lighting," and addressed to the Committee on Street Lighting, will be received at the office of the City Auditor of Portland, Oregon, up to September 18, 1898, at 1 o'clock P.M., for lighting the streets of the City of Portland with arc and incandescent lamps for a term of two years commencing April 1, 1899. Proposals 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 Portland, 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 sureties 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.

J.C. LUCKEL, W.A. STOREY,
H.A. BELDING, GEORGE L. BAKER,
J.D. MEYER,
Committee on Street Lighting

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).

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-carbon Thompson-Houston Lamps, capable of burning fifteen hours without re-carboning.

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 gas pipe arms one (1) inch in diameter, sixteen feet long, fastened 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 greater 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 Council during term of contract.

Specifications for Incandescent Lamps.

NUMBER:

Six hundred thirty-seven (637).

CANDLE POWER:

Each Lamp to be Twenty-five candle power.

MAKE:

Edison new type oval filament.

LOCATION:

One incandescent lamp to be located at each of the points designated in schedule hereto attached and marked "Exhibit B". All incandescent lamps to be erected on fixtures same as are now in use for street lighting purposes in Portland, and fastened to poles in the same manner. Contractor will be required to furnish any incandescent lamps in addition to the above number that Council may order during the term of the Contract, but will not be required to erect any additional incandescent lamp at a greater distance than six hundred (600) feet from any incandescent lamp used for street lighting under his contract.

PRICE:

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

General Specifications

If it be necessary for contractor to erect any new pole line or wires, it will be required where wires on poles cross or run above any wire now erected and in use by the Portland fire and police telegraph system, or by any telegraph, telephone, electric power or electric railway company, now operating under franchise from the City of Portland, that the lowest wire on said new pole shall be at least five (5) feet above the topmost wire on the above mentioned Portland fire and police telegraph system, telegraph, telephone, electric light, electric power or electric railway company.

All lamps to be lighted not later than	7:00 P.M.	during	April.
" " " " " " " "	7:30 P.M.	"	May.
" " " " " " " "	8:00 P.M.	"	June
" " " " " " " "	8:00 P.M.	"	July
" " " " " " " "	7:00 P.M.	"	August
" " " " " " " "	6:30 P.M.	"	September
" " " " " " " "	6:00 P.M.	"	October
" " " " " " " "	5:00 P.M.	"	November
" " " " " " " "	4:30 P.M.	"	December
" " " " " " " "	5:00 P.M.	"	January
" " " " " " " "	5:30 P.M.	"	February
" " " " " " " "	6:00 P.M.	"	March.

All lamps to be extinguished not earlier than	5:00 A.M.	during	April
" " " " " " " "	4:30 A.M.	"	May
" " " " " " " "	4:00 A.M.	"	June
" " " " " " " "	4:00 A.M.	"	July
" " " " " " " "	4:30 A.M.	"	August
" " " " " " " "	5:30 A.M.	"	September
" " " " " " " "	6:30 A.M.	"	October
" " " " " " " "	7:00 A.M.	"	November
" " " " " " " "	7:00 A.M.	"	December
" " " " " " " "	7:00 A.M.	"	January
" " " " " " " "	6:30 A.M.	"	February
" " " " " " " "	6:00 A.M.	"	March

Council will reserve the right to order the contractor to take out any of the incandescent

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

TERMS OF CONTRACT:

Contract to begin on the first day of April, 1909, 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.

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 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 to be required to furnish a good and sufficient bond in the sum of One hundred thousand dollars (\$100,000.00) with sureties 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.

CITY LIGHTS.

ARCS WEST SIDE.

White House Road No.1	Hooker & Second	Montgomery & Twelfth
" " " 2	Meads & First	Mill & First
" " " 3	" & Second	" & Third
" " " 4	Arthur & Front	" & Fifth
" " " 5	Hood bet. Caruthers & Baker	" & Seventh
" " " 6	" & Grover	" & Park
" " " 7	Baker & Front	" bet. 16th & Chapman
" " " 8	" & First	"
" " " 9	" & Second	"
" " " 10	" & Fourth	"
" " " 11	Sheridan & First	Market & Chapman
" " " 12	" & Third	" & Front
" " " 13	" & Fifth	" & Second
" " " 14	Caruthers & Front	" & Fourth
" " " 15	" & First	" & Sixth
" " " 16	" & Second	" & West Park
" " " 17	" & Fourth	Clay & Twenty-first
" " " 18	" & Sixth	" & First
2nd St. Car Line & Taylor W. Road	Sherman & Third	" & Third
Middle of Block 104.	" & Fifth	" & Fifth
Custer & Corbett	" & Seventh	" & Seventh
" " Water	Grant & Front	" & Park
Miles & Water	" & First	" & Eleventh
" & First	" & Second	" & Thirteenth
" & Third	" & Fourth	" & Seventeenth
Idaho & Virginia	" & Sixth	River Front 200' S. of Jefferson.
Nebraska & Wisconsin	Lincoln 100' North on first	Columbia & Front
Seymore Ave. & Corbett	" & Third	" & Second
Hamilton Ave. & Corbett	" 150' North on Fourth	" & Fourth
" & Front	" & Fifth	" & Sixth
" & Ohio	" & Seventh	" & West park
Bancroft Ave. & Corbett	Hall & Front	Jefferson & Front
" & Front	" & Second	" & First
" & First	" & Fourth	" & Third
Lowell " & Corbett	" & Sixth	" & Fifth
" & Front	" & Park	" & Seventh
Alernethey & Corbett	Harrison & first	" & Park
Railroad Bridge & front	" & first	" & Thirteenth
Gaines & Kelly	" & third	" & Fourteenth
" & First	" & fifth	" & Sixteenth
Pennoyer & Corbett	" & seventh	" & Chapman
Curry & Kelly	Jackson & first	" & Stout
Whitaker & First	College & third	Madison Street bridge
Gibbs & Corbett	" & fifth	" & front
" & Front	" & seventh	" & third
Porter & Hood	Montgomery & front	" & first
" & Corbett	" & second	" & second
" & First	" & fourth	" & fourth
	" & sixth	" & sixth
	" & West park	" & West Park
		" & Fourteenth
		" & Twelfth
		" & Twelfth

Main & first	Pine & front	Savier & 17th
" & Third	" & Second	" & 22nd
" & Fifth	" & Fourth	" & 23rd
" & Seventh	" & Sixth	" & 24th
" & Twelfth	Ash & front	Thurman & 12th
" & Stout	" & first	" & 24th
" & St. Clair	" & Second	" & 25th
Salmon & front	" & Third	" & 26th
" & Second	Ankeny & first	" & 27th
" & Fourth	" & Second	Vaughn & 32nd
" & Sixth	Burnside Street Bridge	" & 23rd
" & Seventh	" & first	Nicolai Ave. & N.P.R.R.
" & West Park	" & Second	Sherlock & Guild Avenue.
" 50' North on Chapman	" & 3rd	
Park Ave. & King	" & 4th	
" & Ford	" & 5th	
" & at entrance City Park	" & 7th	
Taylor & front	" & 10th	
" & First	" & 12th	
" & Third	" & 14th	
" & Fifth	Couch & front	
" & Seventh	" & 2nd	
" & Twelfth	" & 5th	
Yamhill & front	" 100' N. on 10th	
" & Second	" & 13th	
" & Third	" & 15th	
" & Fourth	" & 17th	
" & Fifth	Davis & first	
" & Sixth	" & 3rd	
" & Seventh	" & 5th	
" & West Park	" & 7th	
" & Thirteenth	" & Ella	
Wayne & St. Clair	" & 16th	
Morrison & front	Everett & front	
" & First	" & 2nd	
" & Second	" & 4th	
" & Third	" & 6th	
" & Fourth	" & 10th	
" & Fifth	" & 19th	
" & Sixth	" 100'S. on 20th	
" & Seventh	" & 21st	
" & Park	Flanders & first	
" & Tenth	" & 3rd	
" & Thirteenth	" & 5th	
" & Chapman	" & 7th	
Alder & front	" & 21st	
" & First	" & 24th	
" & Second	Glisan & 2nd	
" & Third	" & 3rd	
" & Fourth	" & 4th	
" & Fifth	" & 6th	
" & Sixth	" & 14th	
" & Park	" & 16th	
" & Twelfth	" & 19th	
" & Fourteenth	" & 20th	
" & Sixteenth	" & 21st	
" & Washington	" & 23rd	
Washington & front	" & 24th	
" & First	Hoyt & front	
" & Second	" & 5th	
" & Third	Irving & 5th	
" & Fourth	" & 6th	
" & Fifth	" & 7th	
" & Sixth	" & 17th	
" & Seventh	" & 22nd	
" & Park	" & Cornell Road	
" & Tenth	Johnson & front	
" & Eleventh	" & 6th	
" & Thirteenth	" & 7th	
" & Sixteenth	" & 12th	
" & Nineteenth	" & 23rd	
" & Twentieth	" & 24th	
" & Twenty-first	Kearney 100' N. on 7th	
" & King	" & 15th	
" & Twenty-second	Lovejoy & front	
" & City Park	" & 23rd	
" & Twenty-fourth	" & 24th	
Stark & front	Marshall & 12th	
" & Second	" & 14th	
" & Third	Northrup & front	
" & Fourth	" & 7th	
" & Fifth	" & 11th	
" & Sixth	" & 13th	
" & Seventh	" & 16th	
Oak & front	Pettygrove & front	
" & First	" & 23rd	
" & Second	" & 16th	
" & Third	Raleigh & front	
" & Fourth	" & 20th	
" & Fifth	" & 29th	
" & Sixth	Savier & 14th	
" & Seventh	" & 17th	

ARCS EAST SIDE.

Marion & 4th
" & 5th
Central & 5th
Umatilla & 2nd
" & 4th
" & 5th
" & 6th
" & 7th
" & 8th
" & 9th
" & 10th
Tasoma & 5th
" & 2nd
" & 10th
Spokane & Willamette
" & 4th
" & 5th
" & 7th
" & 8th
Boise & Milwaukee
Center & East 5th
Bismark & Milwaukee
Kelly Ave & Broadway
Gladstone & Tait
" & Draper
Brush & East 21st
Smith & East 21st
Rhine & East 14th
Karl & Milwaukee
Beacon & E. 8th
" & Milwaukee
Powell & Milwaukee
" & E. 15th
" & 16th
" & 18th
" & 21st
" & 26th
Tibbett & 18th
Brooklyn & 7th
" & 9th
" & 21st
Kern & 26th
Ellsworth & 6th
" & 8th
Taggart & Grand Ave.
" & Tabor Ave.
Clinton & E. 11th
" & 14th
" & 18th
" & 21st
Ivon & Union Ave.
Division & Grand Ave
" & E. 8th
" & 21st
" & 26th
" & 30th
" & Marguerite Ave.
" & prettyman Ave.
E. Caruthers & E. 9th
E. Sherman & Grand Ave.
" & E. 8th
" & E. 11th
" Grant & 6th
" & 10th
" Lincoln & 8th
" Harrison & Grand Avenue
" & E. 7th
" & 30th

Center of Central Park Ladd's Add.

As required by your advertisement and specifications, we herewith hand you our check on the Bank of British Columbia, of Portland, Oregon, for Thirty Thousand Dollars, (\$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, 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. Nays, Councilmen Hanson and Storey, 2.

A.N.Gambell, Auditor.

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