An ordinance providing for the execution of agreements for the purchase of water for the city of Medford, Oregon, and the construction of pipelines and reservoir, and providing the terms and conditions thereof.

The city of Medford doth ordain as follows:

The city of Meditora dots ordain as follows:

Section 1. That the mayor and recorder of the city of Medford are hereby authorized and instructed to make, enter into and execute, on behalf of said city, an agreement with I. L. Hamiltonian

itton, in words and figures as follows, to-wit:

This agreement, made and entered into this ... day of November, 1908, by and hetween I. L. Hamilton, of Jackson county, Oregon, hereinafter called the contractor, and the city of Medford, Oregon, a municipal corporation, hereinafter called the city.

Witnesseth, That, wher as, the said contractor has heretofore submitted to the people of sand city and to the city council thereof a proposal to furnish to the said city 300 inches of water and to furnish and build a pipeline and reservoir, according to the terms and conditions in said proposal set forth, which proposal is hereto annexed and marked "Exhibit A" and made a part of this agreement, and
Whereas, the said proposal has been accepted by a majority vote of the people of said city and by the city council thereof,

New, therefore, the said contractor hereby undertakes and agrees to fur-

thereof,

New, therefore, the said contractor hereby undertakes and agrees to furnish to the city of Medferd a perpetual flow of 300 inches (Seven and one-half cubic feet per second) of water at the intake of the pipeline hereinafter mentioned, on the north fork of Little Butte ereck, and to furnish all labor and materials for and construct and complete a pipeline from said intake to the reservoir hereinafter mentioned, to be established near said city, to fur-the distributing system of said city, all such construction to be along the lines and grades which shall be furnished by the supervising engineer of said city, and according to the specifications for this construction. I must make this proposal subject to acceptance on or before November 15, 1908.

I must also stipulate that in case this proposal is accepted the city through its proposal as accepted the city through its proposal is accepted the city through its proposal is accepted the amount of five thousand dollars, made payable to the recorder of the city of Medford, which is to be returned in case this proposal is rejected, or to be held in case this proposal is rejected, or to be held in case this proposal is rejected, or to be held in case this proposal is rejected, or to be held in case this proposal is accepted only until such that the case this proposal is accepted and the construction.

penation therefor, the sum of two hundred and fifty four thousand one hundred dollars (\$254,100,00), said num to be paid as follows, to wit: Fifteen thousand dollars thereof for the water furnished under this agreement, in three equal payments, one theref upon delivery to said city of the agreement with the Fish Lake Water Company here inhefore referred to, and the bond there in provided; another upon July 1, 1909, and the third of said payments thirty days after the work has been finished to the satisfaction of the supervising engineer of said city; the remainder of said compensation, to-wit: two hundred dollars, to be paid as provided in said proposal and specifications.

In Witness whereof, the said contractor has hereunto set his hand and seal, and the said city has caused these presents to be signed by its mayor and recorder and its corporate seal to be hereunte affixed, pursuent to an ordinance duly enacted and approved the day and year first above written.

(Seal)

CITY OF MEDFORD.

Attest:

Medford, Oregon, Oct. 15, 1908.— Honorable City Council, City Medford, Or.—Gentlemen: I herewith propose to furnish the city of Medford with 300 furnish the city of Accions with 300 inches of water at the intake of the pipeline on the north fork of Little Butte creek, build the gravity wooden pipeline, including the head works, trenching and back-filling and clearing. 9 000 000-enllon reservoir and a co a 2,000,000 gallon reservoir and a connecting pipeline from the reservoir to the present city distributing system for the sum of two hundred and fifty four thousand one hundred (\$254,100).

Specifications.

The intake of the gravity pipeline

The intake of the gravity pipeline shall be at a point on the north fork of Little Butte creek shave the ford at the head of Hanley's field, wooden pipe running thense to a connection with the beginning of the second survey to Medford by way of Brownshore, profile of said survey being on file in engineer's office and marked engineer's office and marked

Profit of Preliminary Survey

Gravity Pipeline, August, 1908.

Medford, Oregon.

The wooden pipeline, bydranile grade line of which shall be an shown on profile above referred to, will connect with a reservoir at the lower end of the line and will continue thence to the junction of Roosevelt avenue and East Seventh street, a total length of 16-inch machine banded wooden pipe of approximately 22.3 miles. At the junction of Roosevelt avenue and East Seventh street the wooden pipe will connect with a 12-inch cast from pipe, when will continue approximately 2200 feet along East Seventh street to Riverside avenue, where it will connect with your along East Seventh street to Riverside avenue, where it will connect with your along East Seventh street to Riverside avenue, where it will connect with your and the nection of the demonstration and the nection of the same.

will be furnished and ret the following "specials:"
Two 12 inch gate valves.
Two 12 inch gate valves.
One 16 inch to 12 inch reducer.
One 12 inch to 8 inch reducer.
One 12 inch x12 inchx16 inch T.
One 12 inchx12 inchx8 inch T.
Seven 12 inchx12 inchx6 inch Ts.
Four Eclipse bydrants.
48 feet 6 inch cast iron pipe.
The reservoir shall have a capacity
of 2,000,000 gallom and shall be constructed of concrete 6 inches thick with
two coats of arphaltum on the inside
surface.
For your information and se that

For your information and se that you may know I am well equipped to carry out the terms of this proposal, will state that the Fish Lake Water Company has agred to furnish the amount of water herein offered and will guarantee the city against all Hisgation that may arise out of so furnishing this water; and also that arrangements have been made by which Mr. C. D. Vincent and the Redwood Manufacturers Company will furnish and construct the system as herein set forth. For your information and so that

I understand that payments will be made as the work progresses, monthly based on the engineer's estimate as follows:

90 per cent of the value of material furnished and work done to be paid in or about the first of each mouth for the material furnished and work

for the material furnished and work done during the preceding month. 10 per cent or whatever may then remain to be paid thirty days after the work has been finished to the sat-isanction of the engineer. Owing to the apward trend in mar-ket prices for the materials involved in this construction, I must make this proposal subject to neceptance on or.

And the said contractor further undertakes and agrees to furnish to said city, immediately after the execution of this agreement, an agreement between the Fish Lake Water company and said city, whereby the said Fish Lake Water company agrees to furnish said water as above set forth, and goar anters the said city against all litigation that that may arise out of such furnishing of said water to said city, said agreement to be seemed by a satisfactory surety bond in the sum of fifteen thousand dollars, conditioned upon the faithful performance of said agreement by said Fish Lake Water Company;

And said contractor further agrees to furnish to said city a satisfactory surety bond in the sum of one hundred thousand dollars, conditioned upon the faithful performance of all that part of this agreement relating to farnishing of materials, and labor and construction as herein provided, according to the terms and conditioned upon the faithful performance of all that part of this agreement relating to farnishing of materials, and labor and construction as herein provided, according to the terms and conditioned upon the faithful performance of said proposal and specifications.

It is further agreed that all work done and services performed hereunder shall be done and performed subject to the supervision and approval of the supervising engineer of said city.

And in considerat n of the faithful performance of this agreement as here in provided, the city under the contract of this group to the contract of the supervising engineer of said city.

And in considerat n of the faithful performance of this agreement as here in provided, the city under the city of Medford, in the event of his failure to complete the work is provided and fifty four thousand one hundred dollars (£25,100,00), said sum to be paid as follows, towit: Fifteen which the contractor had been the provided to the city of Medford, in the event of his failure to complete the work is not wholly of Medford, in the event of his failure to complete the work is speci to complete the work is specified. If the contractor shall have finished the work sufficiently to enable supplying water at the full rate as stated above, from the Bradshaw Drop to the city, prior to the 31st day of July, 1909, at 12 p. m., but not before the 10th day of July, 1909, he shall be paid \$50 for each and overy day that the main pipeline supplies the city with water uninterruptedly between said dates.

3. Where in the opinion of the engineer for the city, the employment of shilled laborers is necessary for the successful completion of the work to

opinion of the engineer, secure the best progress and results attainable, and whenever the engineer notifies the con-tractor, in writing, that the appliances used, and the methods adopted for per-forming the work are not suitable for obtaining the best results, then the con-tractor shall immediately provide such tools and appliances, and adopt such methods for the performance of the work as are satisfactory to the engin-ser; but the failure of the engineer to eer; but the failure of the engineer to notify the contractor that the before neutroned tools and appliances are un-nitable shall not relieve the contractor

suitable shall not relieve the contractor in any way from his obligation to secure the quality of the work set forth in those specifications.

5. If it shall become necessary at any time to stop work on account of injunction suits, or any sofficient cause whatever, the contractor shall, upon three days' notice in writing of such suspension of work without suit to or against the city, only such order. When the city council shall order she work to be resumed, the contractor shall complete the same upon the terms of this contract.

of this contract.

6. The contractor shall not be entitled to any claim for damages for any

inches and shall conform with the spec-ifications covering came, that governed cause whatever, not the fault of the the tenders previously submitted to you city or its employes, before the final on August 6, 1908, now on file with acceptance of the work, will be requir-the city recorder.

the tenders previously submitted to you on August 6, 1908, now on file with the city recorder.

The 12 inch east iron pipe shall be class "D." New England Water Works standard or its equivalent and with it will be formished and zet the following "specials:"

Two 12 inch gate valves.

Two 12 inch gate valves.

Two e. 1. valve boxes.

One 16 inch to 12 inch reducer.
One 12 inch to 8 inch reducer.
One 12 inch x12 inchx16 inch T.

One 13 inchx12 inchx16 inch T.

the contractor of his liabilities or ob-ligations under his contract, and should

the contractor of his limbilities or obligations under his contract, and should any sub-contractor fail to perform the iwork undertaken by him in a manner satisfactory to the edgineer, and should this provision be violated, the city may, at is option, annul and terminate such contract,

12. Whenever any portion of the work is completed the contracter shall dispase of all surplus materials and rubbish as designated by the engineer, also remove all implements and plant from the site of the work and leave the fluished portion in a neat and presentable condition.

13. Defective work or material may be condemned by the engineer at any time before the final completion of any portion of the work, or the release of ten (10) per cent reserve. When any work has been condemned it shall be immediately form down by the contractor and done over again in secondance with the plans and specifications. When defective material has been condemned by the engineer of the work it can be kept under his charge or otherwise disposed of to his satisfaction. In case the contractor shall neglect or refuse to replace any rejected work or material after being served with a written worke or material shall be removed or replaced by the ougineer at the centractor's expense.

replaced by the orgineer at the em-tractor's expense.

14. The contractor shall provide sati-able passageways for traffic over all streets or roads, where such traffic is interrupted by the progress of the work, such passageways to be made to the satisfaction of the orgineer.

15. At all times when the work is in progress, either the contractor him-self, or a competent foreman, must be in direct charge of the work; a complete set of plans and specifications must

ed by the conserved on any person whoseever, employed on any portion of the work, is incompetent, unskilled, disrespectful, disobedient, disobedient, disobedient, disobedient, disobedient, disobedient, or in any way detrimental to the interests of the city, then such person shall be discharged by the centrage tor, and not again employed upon any portion of the work during its construe-quality, and to decide upon all questions which are to be paid for under these aspectications, and to decide upon all questions which may arise as to the ful-

It is bereby stipulated that if work to be done under this con-shall be abandoned, or if at any work, or such part thereof as the city

24. Whosever the world "contractor" is used herein, it shall be and is understood to refer to the party or parties contracting to do any of the work described herein, furnish materials therefor, or the lepal representatives of such party or parties or their assigns.

Plans and Superintendence.

Plans and Superintendence.

Plans and Superintendence, are intended to be explanatory of each other. All dimensions, materials, lines, grades, etc., must be in full accordance with these specifications are intended to include whatever thing, material, work, or skill cations are intended to include whatever thing, material, work, or skill
which may be requisite to obtain comolete and finished work; and anything
not herein specifically mentioned, but
which may be fairly implied as included in the contract as necessary to
render the works complete, of which
the engineer shall be judge, shall be
deemed to be included in the various
prices bid by the contractor, and must
be furnished or performed by the contractor without extra charge.

Tests.

Whenever the engineer shall desire to

essary material, required for mak-

For a distance of about 14 miles it will be necessary to clear and remove the brush and small trees now covering the brush and small trees now covering
the ground along the right of way. This
clearing will be made for a width of
20 feet, or wider if the engineer shall
so direct. The brush and trees will all
be cut close to the surface of the ground
and removed as the work proceeds. No
burning will be required. No grubbing
will be necessary except for space occupied by the trench.

Timber.
All sawed or bewed timber used in

Timber.

All sawed or hewed timber used in any part of the werk, except for pipeline, may be of common native fir, sound and free from decay.

Cast Iron.

All iron castings, unless otherwise specified, shall be made from a superior making it can have a total attention.

specified, shall be made from a superior quality of iron having a tensile strength of not less than 18,000 pounds per square inch. All castings shall con-form to the shape dimensions required by the detailed drawings to be furnish-ed by the engineer, and shall be clear and perfect, without defects of any lind. All castings are to be coated with a paint of asphaltum or other ap-graved mixture.

Cement.

The cement used shall be the best callity of Portland cement, dry and free from lamps and all foreign materials delivered in the original packages, in good condition, properly he beled anad well protected from rais and dampness. It shall be delivered on the work in such quantity in advance as shall afford the engineer opportunity for making tests of its quality before being used. The tests required by the investigation of Portland for acceptance will be neceptable on this contract.

Sand,

The sand used for making mortar, esconcrete or plaster, shall be coarse, sharp grained sand, free from deleterious foreign matter.

Gravel and Broken Stone.

part of said. Therefore if mortar is to empisit of one part cement and two parts said the proper portion will be one bar-rel of coment and two boxes of said. Concrete. Concrete shall be composed of one part coment, three parts and and five parts braken stone or graved. Thorough mixing and tamping will be rigidly in-sisted more

Reservoir Lining,

rough places and inequalities on its sur-face shall be amouthed over,

Asphalt Coating.

s the tenat bit damp.

All work in connection with setting alove and apportenances must be done a most careful minner in order to hence water light work.

street the wooden pipe will connect to be again patch that with a 12-inch cast from pipe, which specifications, or any unforced at the particular duties entropted to them.

23. Whenever the words '(city') or least not pipe in the streeting on the line of ward which uny be encountered in the presention of the same, where it will connect with your present distributing system.

3. The confractor will be responsible to the city of Medford, of which the machine-banded weeden pipe for the work or materials to the full than any inspace its strength or durable particular duties entropted to them.

23. Whenever the words '(city') or least not exceeding pipe a clip made again at the beginning of the wind-load not exceeding firee inches in the line of ward will be understood to them.

3. The confractor will be responsible to the city of Medford, of which the sity of the thickness of the work or materials to the full than may inspace its strength or durable at the beginning of the wind-load not exceeding pipe in a section of pipe a clip made of Norway iron or mild steel must be sure. Supposed will be allowed only wire.

3. The confractor will be responsible to the city of Medford, of which the sity of the thickness of the work or materials to the full than may inspace its strength or durable at the beginning of the wind-load load not exceeding pipe in a section of pipe a clip made of Norway iron or mild steel must be sure. Supposed will be allowed only wire.

3. The confractor will be responsible to the day authorized on the inner side of the stays, and then only the middle will be made of the stays and the middle will be made of the stays and the finishing of the wind-load load not extending more than a section of Norway iron or mild steel must be supposed will be allowed only wire.

3. The confractor will be responsible to the day authorized on the city of Medford, of which the stays are supposed in the first may inspace to the wind-load on the city of Medford, of which the supposed in the first may inspace to the wind-l

Crestbrook Orchard Tracts

Ten and Twenty Acre Lots FOR SALE

DIRECTLY SOUTH AND ADJOINING FAMOUS

Hillcrest Orchard

can be bought on terms. Lowest price of any small tracts in valley, considering location, soil and distance from Medford. Will plant and care for. Call on

Oregon Orchards Syndicate Selling Agents

PALM BUILDING.

Blow-offs four inches in diameter, with special tee eastings are to be placed on the bottom of the pipe at such depressions as the engineer may indicate. With each blow off there will be furnished a four inch gate valve, six feet of heavy Matheson pipe 4 inches in diameter, and a short east iron valve.

Air-Valves.

At such summits along the line as may be indicated by the engineer two-inch automatic air valves shall be placed by the contractor. The valve to be used must be equal in all respects to the Coffin Automatic air valves mannifectured by the Coffin Valve company of Boston, Mass.

Stand-Pipes.

Where the wood stave pipe is located less than 30 feet below the hydraulic grade line there shall be placed 2-incli galvanized iron stand-pipes, with a 2-inch service cook located near the pipe. These stand-pipes shall be boxed in and have the box filled with sawdust.

Testing and Acceptance.
The testing of the pipeline will censist of filling the same with water, from settling basin to reservoir, and from reservoir to distributing system, and closing any leaks showing after

from reservoir to distributing system, and closing any leaks showing after three weeks under full pressure. The final acceptance of the pipe will be made only after the same shall have been in satisfactory operation for 30 days after the closing of all leaks.

Refilling Trenches.

As soon as the pipe is constructed and approved by the engineer the trench shall be refilled by the best of excavated material, the earth being thoroughly tumped to the middle diameter of the pipe. Care shall be exercised in balcilling that no injury is caused to pipe by careless refilling with loose stone. All of the material excavated from the trench shall be placed over the pipe in backfilling.

Measurements of Pipe.

All measurements of Pipe.

All measurements of Pipe.

All measurements of pipe shall be under the pipe in backfilling.

Measurements of Pipe.

All measurements of pipe shall be under the pipe in the

Machine Banded Pine.

Machine-Banded Pipe.

If muchine-banded pipe is used the specifications for staves used in continuous stave pipe shall apply. The thicknesses for the several heads used shall conform to the thickness submitted by the manufacturer and approved by the engineer before proposals are opened, and will be approximately 1% inches thick for lowest heads and 1.2.8 inches for maximum heads, being varied to correspond to the heads for which it is built.

The ends of all pipe shall be sawed off square and turned smoothly to correspond with the couplings. The ends shall be made of proper size to make a light fit when the pipe is driven into the coupling, gate or fitting.

The pipe shall be made in sections of from 8 to 16 feet in length, and not

The pipe shall be banded wire with The pipe shall be banded wire with salvanized wire having a tensite trought of not less than 60,000 pounds or square inch of section. The gauge of wire shall correspond to Washburn. Moon's standard gauge, as follows: No. 1—0.2830 inch diameter.

Banding.

In winding, the bands must have suf-

In winding, the bands must have suf-ficient tension to impress the wire slightly into the staves, but wire that has broken the fiber of the wood will subject the section of pipe to rejection. The wire must be securely fastened, by staple at the beginning of the wind-ong and at the finishing of the wind-ing on a section of pine a clip, wat-

size and number of bands to be used on couplings are to be as specified.

Coating.

The outer surface of the pipe, as well as the banding, shall be coated with a mixture of asphalt fluxed with suitable material, of proper consistency, applied bot, by dipping in bath. The tenon ends as well as the inside of pipe shall be properly protected from the coating. The coating must adhere strongly to the pipe and banding, showing no tendency to flow in hot weather or chip or scale in cold weather.

Spacing.

Spacing.

The spacing for the banding and the number of the gauge of wire to be used for the several heads will be as fol-

Head in 16ths. 50 foot 48 equals 3 inch

that are to receive it must be thoroughly cleaned and sprinkled with a heavy scating of next cement.

The diverting weir will be a concrete structure, and with an intake and screening clumber as will be shown by plana.

The quality of concrete work to be done shall be equal to that specified for the reservoir lung.

Reinforcement to be used as required. The asphalt coating to be applied will sorrespond with that specified for the reservoir.

Rucks and gratings: A grating ma Racks and gratings: A grating mad from bars 5-16 inches by 2 inches iro or steel, 5 feet long, o. 18 pieces, 1 to be placed in front of the intohe pip. In the interior of the settling basin of seriesing front will be placed two soll of galvanized wire series, one set I he of No. 18 wire, having 8 meshes to the inch, and the other to be of No. 20 wire having 12 meshes to the fact These series will be 30 inches will and four feet long, fastened to a stee.

wide, 4 feet deep and 40 feet long, as side mergare, ands of concrete 8 inch withiek, coated as above. An 18-inch steel pipe, about 100 feet, long will connect the diverting wear and settling basis. One 18-inch, one 16-inch and one 6 inch "self-contained Coffin alates valves" shall be set as indicated. The amount of concrete far lead works is estimated at 60 cubic yards. The basin will be roofed substratially and provided with door.

Telephone.

one half of the way through the thickness of the stave.

The stave shall be milled to true concentric lines, both outside and inside, and the edges shall be planed to true radial planes.

Staves may be milled from 1½x4, 2x4 or 2x6 inch lumber.

The thickness for 16 inch pipe shall be maded in dimeter, each band having a shall be greater than 1½ inches for heads up to 150 feet, and shall be greater than 1½ inches thick for heads greater than 150 feet.

The pipe when haid shall conform in alignment and grade to the stakes given by the engineer.

Blow-offs.

Blow-offs four inches in diameter, intable material, of proper consistency, and introduction of Seventh street and Rossevelt avenue will be 125 inch and Rossevelt avenue will inches from the Ross in the Rossevelt avenue will be 125 inch and Rossevelt avenue will be 125 inch and Rossevelt avenue will be 125 inch and Rossevelt avenue will 125 inch and Rossevelt avenue will inche

tion of the contrast.

Thickness of Shell, Machine-Banded
Pipe.

Referring to page 7: "Machine-band
ed pipe," the thicknesses for the heads
contemplated will be as follows:
16 inch, 30 100-150 feet heads, 13, 15 inch, 30 100-150 feet heads, 13, 16
16 inch, 300-350 feet heads, 1.34,
16 inch, 300-350 feet heads, 1.38,
Section 2. The agreement for furnishing water to and city by the Pish
Lake Water Company, this day present
ed to the council, is hereby approved as
to form, contents and substance, and
the mayor and recorder are hereby authorized and instructed to endorse the
acceptance of the city thereon.

Section 3. The mayor and recorder
are hereby further instructed to accept
the bonds of the United States Pitchity
and Guaranty Company when furnished
by the said 1. L. Hamilton and the Fish
Lake Water Company, in the amounts
and upon the conditions respectively in
the foregoing agreement provided.

Section 4.—All ardinances and parts
of ordinances in conflict herowith are
correctly copenied in sec. for as they conlifet agreed. nerely, repealed in so far as they ron

The foregoing ordinance was passed by the city comeil November 11th, 1908, Trowbridge voting aye, Merrick aye, Effert aye, Olwell aye, Hafer ab-ent, Wortman absent, Approved November 11th, 1908, J. F. REDDY, Mayor,

BENJ, M. COLLINS, Recorder,

No. 1—Each package, bundle or piece of less than carload freight except brick must be plainly and indelibly marked showing the anne of consignee and the name of the station, town, or city and the state to which destined When the character of the freight preents marking as required pasted labels r securely fastened cloth lined metal r leather tags may be used. The old style cardboard or heavy

aper shipping taga will not do, and at the office.
Shippers will save delay by comply

ing with these instructions, as the de-pot force must comply with the law and has no puradiction in the mat-

St. Mary's Academy, A bearding and day school, targe, omnodious and modern in its equip-

Departments of instruction: Primary, ranmur, commercial academic, musichools of the Sisters of the Holy Names

The commercial department will open Monday, Nevember 2, and comprises shorthand, typewriting, office methods For particulars, apply to Sister Su-

Prenaid Railroad Orders.

"Something which is of considerable interest to the public generally and which is perhaps not generally known a the system of prepaid orders now in effect between stations of the Southern United States. By means of this system tickets may be purchased at Medford from any place in the United States and mailed or telegraphed direct to the accommodations and small amounts cash in connection with these tickets

cash in connection with these tickets