76 Jer.

77 Jer

1909.

Immediate.
October 30, 1909

TURKEY

No. INDEXED

227

Received by Foot

(Subject.)

Certain public works projected by Jerusalem Corporation. Transmits specifications of schemes for the telephones, sewers and water supply and reports that time limit for tenders has been extended by Corporation

Relating Consul Morgan.
No. 58.

Last Paper.
67

C

(Notes.)

(Minutes.)

Mr Wembley
Ch. of Commerce
C.M.M.

Enclosures sent in original to Chamber of Commerce. Nov 12/10
Returned at once, as they had already had copy direct.

(Date disposed of.)

(Index Compartment.)

(Index.)

Next Paper.

British Consulate,

Jerusalem,

October 31, 1910.

No.58

Sir,

With reference to my despatch No.50 of September 13, 1910, I have the honour to forward herewith translations (originals in French) of the specifications of the schemes for the Jerusalem telephones, sewers and water supply. The plans in connection with the above and the specifications of the tramway and electric lighting schemes will be forwarded shortly. Copies have been sent to the Foreign Office & Board of Trade.

The time limit within which tenders may be received has been again extended for forty-five days.

I have the honour to be,

With the greatest respect,

Sir,

Your Excellency's most obedient,

humble Servant,

James Morgan

A.B.M. acting Consul

His Excellency,

The Right Honourable,

Sir G.Lowther, K.C.M.G.,C.B.,

etc., etc., etc.,

British Ambassador,

Constantinople.

TELEPHONES : JERUSALEM - JAFFA - BETHLEHEM

General conditions of the Adjudications

The concession for telephones service at Jerusalem, Jaffa and Bethlehem will be granted without subsidy or guarantee according to the stipulations of the Contract and Specifications hereto annexed.

The bidding of the Contractors shall relate exclusively to:-

1. The term of the concession.

2. The maximum charge for conversations of five minutes (for details see specifications).

3. The charge for annual subscription.

(a) in Jerusalem.

(b) from Jerusalem or Bethlehem to Jaffa.

(c) from Jerusalem to Bethlehem.

4. The number of gratuitous installations for the Municipality.

(d) at Jerusalem

(e) at Jaffa

(f) at Bethlehem.

(the undetermined clauses above are underlined in red in the Contract and the Specifications annexed).

5. The financial responsibility and technical reputation of the contractors who shall furnish all necessary references in this respect.

No addition or modification of the above clauses, either in the contract or specifications will be taken into concideration.

CONTRACT

Between His Excellency Azmi Bey Governor-General of Palestine, acting in the name of the Imperial Ottoman Government (and subject to its approval) of the first part and ..... of the second part, it has been agreed and contracted, the following:-

OBJECTS OF THE CONCESSION.

Art. 1 The Government accords, subject to the conditions and provisions of the present Contract and Specifications annexed thereto, to ..... who accepts it, the concession for the construction and operation of a telephone system in the cities of Jerusalem, Jaffa, and Bethlehem.

The telephone shall be installed so as to meet fully the requirements of the abovementioned cities and shall be hereafter extended in proportion to their growth.

Art. 2 The Obligations and Responsibilities of the Concessionaire.

All necessary installations to assure the satisfactory execution of the present concession shall be constructed at the expense and risk of the Concessionaire and by the means and systems of his choice within the limits of the conditions stipulated in the present Contract and the Specifications hereto annexed.

Art. 3 EXECUTION OF THE WORK — CASES OF FORCE MAJEURE.

The work shall be done conformably to the technical rules and provisions of the Specifications, and of the approved project submitted. At any time in case of interruption from causes beyond the control, the term fixed for the submission of plans shall be extended for a period equal to that of the interruption, on condition that the Concessionaire shall immediately and officially advise the local authorities in writing.

The

The Concessionaire shall be required to conform to the technical regulations of 1/14 March 1336/1910, as well as to all other laws passed by the Government in future with regard to installations of this nature.

Art. 4 All the material and supplies necessary for the first installation of the system, which the Concessionaire shall purchase within the Ottoman Empire or import from abroad shall be exempt from all interior taxes.

Art. 5 For the entire term of the Concession no taxes shall be imposed upon either the land on which the works are installed on upon the said works or upon the revenues, properly speaking, of the Concession.

Buildings and other installations not forming a part of the system, also agents and other employees of the Concessionaire shall pay the taxes in effect or to be created in the Empire.

Every new tax affecting materials used in the production of electric energy may justify an increase in the tariff rates (of the telephone service) subject to the approval of the conceding power.

In case of disagreements, they shall be submitted to the decision of three experts, one nominated by the Government, another by the Concessionaire and the third by the two first - or failing an understanding, by the President of the Commercial Court.

The Company formed by the Concessionaire shall be subject to the Stamp Law.

REGULATIONS OF THE OPERATION.

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Art. 6 The Concessionaire shall be required to conform to the regulations now in force or which may hereafter be promulgated in the Ottoman Empire, affecting the Police and Public security.

Art.

Art. 7 The Concessionaire shall have the right to collect charges conformably to the tariff of the Specifications from the time of completion of the installations until the end of the Concession.

Art. 8 No cession, partial or total of the Concession, or change in the Concessionaire shall take place without the consent of the conceding power.

Failure to observe this regulation shall nullify the Concession and the conceding power shall have the right to declare the forfeiture of the present contract.

Art. 9 For the execution of the obligations of the present contract he and Specifications annexed thereto, the Concessionaire shall chose a domicile in Jerusalem, failing which, all services upon him atthe registry of the Commercial Court shall be valid.

TELEPHONE SERVICE

JAFFA - JERUSALEM - BETHLEHEM.

Specifications.

Art. 1 The telephone system which forms the object of the present Specifications shall extend to all parts of the city of Jerusalem and its suburbs as well as to the cities of Jaffa and Bethlehem.

The Concessionaire will be required to conform to the administrative regulations applicable in Turkey to the employment of electrical power.

There shall be at the commencement not less than:-

3 public booths at Jerusalem

2 do. at Jaffa

1 do. at Bethlehem.

Art. 2 The Concessionaire shall assure telephonic communication by the aid of the most perfected instrument now in use in Europe or in America, and according to the conditions elsewhere stipulated.

PERIOD OF EXECUTION.

Art 3 The plans of the work shall be submitted within a maximum period of six months from the date of the promulgation of the firman of the Concession.

The plans and drawings shall be examined and, as the case may be, either approved as they are or modified if necessary within a maximum period of three months from the date of their presentation. Any differences which may arise on this subject shall be settled, within the same period of three months, by five experts, two named by the Government, two by the Concessionaire and the fifth by the first four.

The work shall be commenced within a period of six months from the time of approving the plans; it shall be carried on so that the

entire

entire system shall be delivered for operation one year after the commencement of the work.

Art. 4 The plans and drawings to be submitted by the Concessionaire shall be in quadruplicate, one copy on linen. They shall include:-

1. A general map on the scale of not less than 1/35.000, indicating the whole system of trunk lines and the positions of central or other bureaus.

2. Designs on a scale of 1/10 of all apparatus employed.

3. A detailed description of all the installations, in which shall be described the means to be employed to assure the safety of the public and in which shall be given the estimated cost of the work and installation.

All designs, plans and report shall be folded into dimensions of 21 centimetres wide by 31 centimetres long. They shall be numbered in order, and shall bear the date of their submission and their signature of the Concessionaire.

Art. 5 The aerial conductors of electricity, except for exceptions duly authorised by the Administration, shall be placed at a high height of not less than seven metres above the surface of the ground and shall be supported by posts, brackets or supports fixed near or on houses.

Wherever it shall be possible, the Concessionaire may place his cables in sewers subject to agreement with the Municipality.

Every public station shall be under the direction of an attendant and shall include the number of booths necessary to assure communication.

Connections shall be made by the attendant of the Station as requested by the plans and the conversation shall be timed from the moment when the attendant shall turn over the instrument ready for conversation with the correspondent.

The fee prescribed for five minutes of conversation shall be

due

due as soon as the five minutes shall commence.

When lines are busy the attendants may limit the length of calls, either paid orfrom subscribers, to five minutes.

The administration charged with the upkeep of public highways, in which telephone poles shall be erected, shall have the right, the Concessionaire being advised, to affix at its own expense, public notices to the telephone ~~pla~~ poles.

The Concessionaire shall always maintain a plan of the system of wiring in which every branch shall be shown.

This branch shall be revised and brought up-to-date every year for each portion of new wiring . It shall be made in duplicate, one copy to be deposited with the Municipality and the other visced by the President of the Municipality will serve as the Concessionaire's receipt for the deposit of the plan.

This plan shall be on a scale of not less than 1/2.000.

All expenses necessited by the establish ment of the system shall be at the charge of the Concessionaire.

Art. 7. The dependent lines shall be maintained always in good conditi at the expense of the Concessionaire.

TERM OF THE CONCESSION.

~~Art.6.~~ The term of the concession shall be .....and shall commence to run from the date of the firman of the concession.

Art. 8 EXPIRATION OF THE CONCESSION.

At the time fixed for the expiration of the concession and by the sole fact of its expiration, the Government shall be vested with all the right od the concession in the telephone (service) and its branch and shall immediately enter into the enjpyment thereof.

The Concessionaire shall be required to deliver to it, in good condition of upkeep and free from any debts or obligations whatever, the entire system of lines inoperation at that time and all apparati used in their operation.

During the five last years preceding the expiration of the concession the Government shall have the right to seize the revenues of the enterprise in order to use them to put the telephone system in good condition, should the concessionaire not be satisfactorily fulfilling his obligation in this respect.

With respect to furnishings, such as the stock of tools of the factories and work rooms and the buildings constructed by the Concessionaire, the Government reserves the right to take them over, at an expert valuation, either in all or in part, as may suit its convenience, but it is not compulsory for the Governemnt to do so. The value of the objects taken over shall be paid to the concessionaire within six months following the expiration of the concession and its surrender to the Government.

It is understood , however, that the Govecnment shall be able to exercise this option, only in favour of the buildings, factories and their contents which are employed in the operation of the work which is the object of the present specification.

The Government will be obliged, ~~skimx~~ should the concessionaire require it to take over, in addition, the materials, combustibles and supplies of all kinds, at an appraised value to be made by experts and reciprocally, should the Government require it, the Concessionaire shall be required to cede its supplies in the same manner. In no case, however, shall the Government be obliged to take over more supplies than are necessary for operation for more than six months.

The preceding clauses are applicable only in case the Government should that the telephone system is to hr maintained in whole or in part.

Art. 10. RESTORATION OF THE PROPERTY TO ITS ORIGINAL STATE.

At the expiration of the concession, should the Government decide that the telephone system is to be entirely or in part ~~suppress~~

suppresse

the same conditions as above prescribed for the taking over at the end of the concession.

LOSS OF GUARANTEE--FORFEITURE.

Art. 12. By the failure of the concessionaire, to commence and complete the construction within the specified time above stated or to fulfil the various obligations imposed on him by the contract and the present specifications, notably to ensure operation in a regular and continuous manner, he will incur the loss of his guarantee in the event of the operation not be regularly assured, proceedings will be taken conformably to Art.13 following.

The conceding power shall have, moreover, the right to declare forfeiture after formal notice,

In case of a loss,partial or total, of his guarantee, the concessionaire shall be required to make it good within a period of 15 days from the notification which shall be given him.

INTERRUPTION OF OPERATION.

Art. 13. In case the concessionaire shall cease, partially or totally the operation of the work, except for duly verified causes beyond his control, or should he be unable to carry it out conformably to the present specifications, the following proceedings shall take place:-

1. If operation is partially or entirely suspended, a fine shall be collected from the company equal to half of the gross receipts whci woulds have been collected during the period of susprnsion. In order to calculate the gross receipts, there will be taken as a basis of comparison the receipts realised during the six preceding months of operation under similar conditions.

2. If the operation is entirely suspended or if the partial suspension of operation lasts more than eifgt days consecutively or should it occur at intervals for 15 days in a month, a formal n

notice

notice, without prejudice to the fine which shall be collected as provided for above, shall be addressed to the company, inviting it to fulfil its obligations, and if, within a period of 15 days, from the date of the formal notice the Compant does not commence to operate regularly, the Government will take the necessary steps against the Company, which may, should the case require it, be declared forfeited of all its rights in the concession by virtue of Art.13 above.

Art.14. In case forfeiture should be pronounced either before or after the completion of the works, that part of the guarantee not yet returned shall be confiscated, and the continuation and the completion of the work, as well as the execution of the other obligations of the forfeited concessionaire in case of need, shall be provided for by means of adjudication which shall be opened between competitors previously agreed upon, on the basis of an appraisal of the installations made, work done, materials on hand, and parts alredy put into operation.

The appraisal shall be made from the account books of the Concessionaire or in default of these, after formal notice allowing a delay of 15 days, by the Goverhment without recourse to the forfeited concessionaire.

The new concessionaire shall be subject to the same obligations as the first and the latter shall be paid by him the sum which the adjudication shall have fixed.

If the adjudication opened it without result a second adjudication on the same terms shall be tried after a period of one month. this time the tenderes may be inferior to the appraisedvalue.

If this second attempt is equally without result, the concessionaire shall be definitely forfeited of all his rights in the system which had been cehceded to him and then the installation made, work done,,material and supplies as well as such parts of the system

already

already delivered for operation shall belong to the Government.

In case the work shall not be begun within the specified period the Concessionaire shall incur forfeiture, pure and simple, without recourse to adjudication.

CASE OF FORCE MAJEURE.

Art.15. The preceding clauses shall not be applicable and forfeiture shall not be incurred in case the concessionaire should not be able to fulfil his obligations on account of circumstances over which he has no control, which, however, it shall be its part to give notice of in proper time.

TARIFFS.

Art.16. The concessionaire shall have the right to fix his own tariffs rates on condition that they do not surpass the maximum prices as follows:

1. At Jerusalem, Jaffa or Bethlehem.

(a) for a conversation of 5 minutes.....

(b) for each 5 minutes in excess .....

From Jerusalem to Bethlehem or vise versa.

(c) for a conversation of 5 minutes.....

(d) for each 5 minutesin excess.....

3. From Jerusalem or Bethlehem to Jaffa or vice versa.

(e) for a conversation of five minutes .....

(f) for each five minutes in excess .....

4. For a year's subscription .

(g) In Jerusalem .....

(h) from Jerusalem or Bethlehem to Jaffa .....

(i) from Jerusalem to Bethlehem .....

(j) price of subscription for the entire system ...

The contract of subscription shall bind the concessionaire and the subscriber reciprocally for only the clauses which it contains. It shall be in the form generally adopted in Europe.

Models of contracts and subscriptions shall be deposited at

at the Municipality as well a tariff mentioning the prices and conditions of sale.

The concessionaire will furnish gratuitously telephone communications and the following number of stations to the Municipality of

Jerusalem ..... stations.

Jaffa ..... stations

Bethlehem ..... stations

The concessionaire shall be required to furnish communication, according to the terms of his contracts, to any one who may demand it, within the limits of his lines, except to persons not having a fixed abode. He may be required to put in lines, on the demand of the municipality, in new streets having not less than five dwellings for each two hundred metres of their length.

Art. 17 The concessionaire shall always take the necessary measures to assure normal communications day and night.

Repairs shall be made rapidly. In case of installation or repairs of branch lines, the distribution of of current in one or more of the systems may be suspended at night only and preferably from midnight to four a.m. In no case will interruption of service be permitted during the day.

Such suspensions of service shall be notified to the Authorities twenty four hours in advance except when an accident necessitates immediate repairs.

The same notice within the same time shall be given to private subscribers in the districts to be affected. Finally a similar notice shall be posted at the public stations affected.

Art.18 The branch lines commencing at the trunk lines and ending at the metres shall be furnished and installed by the concessionaire at his expense, and shall remain incontestably his property.

Art.19 In the interest of public security and the proper operation of the enterprise, the privilege of furnishing and installing private

apparatus

apparatus of transmission is accorded exclusively to the concessionaire.

These instruments shall be of a uniform type selected from among the best in use in Europe or in America and the concessionaire engages himself, should important improvements in apparatus be brought out, to adopt them for the benefit of the public and private subscribers, after an understanding with the conceding power.

Art.20 It is forbidden for the concessionaire to require the subscriber to employ him for the interior installation, but he shall not furnish current until the said installations shall have been verified by him and ascertained to be in good conditions; even after their acceptation he shall always have the permanent and absolute right to verify them, as well as recourse against the subscriber in case of fraud, illegal maintenance or alteration without a previous agreement.

All installations shall be made in accordance with the technical regulations both from the points of view of technique & workmanship.

Art.21 Infractions of the obligations of the telephone service shall be ascertained by the representative of the Municipality.

Reports or demands shall be notified to the concessionaire and he shall be required to remedy them without delay.

Art.22 The concessionaire shall be entirely and solely responsible toward the State, the City, and others for any damages which may result from the installation of, the presence of and the operation of the wiring and the electrical apparatus.

The city and its agents are ~~xxxxxxxxxxx~~ expressly discharged from any responsibility in this respect.

Art.23 All workmen and employees of the concessionaire for the construction as well as the operation shall be chosen from among Ottoman subjects. The concessionaire shall always be authorised to employ foreigners for the technical personnel whom he may be unable to find among Ottoman subjects. He shall submit to the Government

a

a list of those he will engage with an explanation of the necessity therefore.

GUARANTEE.

Art.24 As security for the fulfillment of the present obligations, the Concessionaire , within a maximum period of three months, shall deposit a guarantee of £T1.000 in a bank. This deposit may be made in cash or in bonds of the Ottoman Government. If the deposit is made in bonds, the bank shall undertake to make good any difference caused by drop in the market price.

Nine tenths of the guarantee shall be returned after the definite acceptance of the whole of the work provided for herein. The remaining tenth shall not be refunded until the end of the concession or at the time of its repurchase.

If, within the period above provided for, the concessionaire shall not make the before mentioned deposit, he shall lose all right to the concession, without a previous formal notice, and the Government shall have the right to accord the concession on the guarantee.

FORMATION OF AN OTTOMAN LIMITED LIABILITY COMPANY.

Art.25 The concessionaire shall be required to form an Ottoman Limited Liability Company which shall be substituted in his place within a maximum period of three months from the date of the notification of the concession.

The concessionaire engages to reserve of half of the shares he will issue and to hold them for a term of thirty one days following the date of the notice to be published in the European Newspapers, at the disposition of the Ottoman subjects who may wish to subscribe. After this period he may dispose of the shares not subscribed for by Ottoman subjects to others.

This company being Ottoman shall employ the Turkish language

in

in their reports to the Authorities.

In its reports to the Public, for its contracts and forms it may put in addition to the official turkish text a translation into French as well as any other language spoken in the Empire.

JURISDICTION OF LAWSUITS.

Art.36 The Limited Liability Company which will be substituted for the concessionaire being Ottoman, all differences and suits which may arise between the Government and the company out of the execution or interpretation of the contract and of the present specifications shall be justiciable by the Ottoman Courts.

he

SEWERS OF JERUSALEM.

GENERAL CONDITIONS OF THE CONTRACT.

The concession of the sewers of Jerusalem will be given in conformity with the clauses and conditions of the Articles of Agreement and Specifications.

The concessionaire shall bind himself to construct and to put into immediate use all or part only of the sewers indicated by blue lines on the plan, as well to repair the sewers already existing in the old town and to ~~guarantee~~ secure the purification of the sewage and the incineration of the residue.

The cost of first part of his undertaking shall not exceed 2,500,000 (francs).

There shall be at least three types of sewers: collecting sewers, secondary sewers and ordinary sewers the dimensions of which shall be determined in the plan to be submitted by the successful tenderer, in addition to the sewers of the old town.

Competition between those tendering shall be exclusively limited to the following points:

1. The rate of interest and amortisation laid down for the capital of the first installation and that of the complementary work

2. The cost of the upkeep and of cleansing ~~per~~ per kilometre per annum of

a. The collecting sewers

b. The secondary sewers,

c. The ordinary sewers,

d. the old sewers in the old town

e. The branch sewers leading to private houses, inspection holes and outlets.

3. The duration of the concession.

(such

~~The~~

(~~The unknown quantities in the above~~ Such details of the above as are as yet undefined are underlined in red in the annexed Articles of Agreement and Specifications).

4. The financial and technical standing of the persons tendering, who shall furnish all necessary proofs in this respect.

No addition to or alteration in the above mentioned conditions, or the Articles og Agreement or Specifications will be taken into consideration.

SEWERS OF JERUSALEM.

ARTICLES OF AGREEMENT.

Between the Corporation of Jerusalem acting in virtue of the resolutions passed by the Municipal Council on the 8th June and 13th August 1326 on the one part and .....on the other, it has been agreed as follows:

OBJECT OF THE CONCESSION.

Art.1. The Corporation grants, under the conditions and clauses of these Articles of Agreement and of the annexed Specification, to ....who accepts, the concession for the construction and working of the sewers of the town of Jerusalem.

The system of sewers will be at first composed

(1) of the old sewers in the old town which are to be repaired,

(2) of the chief collecting secondary and ordinary sewers to be constructed in accordance with the programme of the Corporation and the scheme of the system traced in blue in the annexed plan. The final situation of these sewers and their dimensions will be settled in the plan to be submitted by the successful tenderer.

The scope of the undertaking is limited for the moment to the repair of the sewers of the old town and to the construction of all or part only of the new sewers indicated in the plan and to the purifying and incinerating plant, and the cost is not to exceed Fcs.2500,000.

The Corporation reserves the right to fix the time when it will be able to extend its sewer system and the concessionaire binds himself to carry out execute the~~y~~ under the same conditions ~~of~~ the construction ~~and to~~ work of the extensions in question.

Art.

Art.2. OBLIGATIONS AND RESPONSIBILITIES OF THE CONCESSIONAIRE.

All installations necessary to ensure the complete carrying out of the present Articles of Agreement will be made at the expense~~s~~ risk~~s~~ and peril~~s~~ of the concessionaire and b~~y~~ whatever means and system~~s~~ he may choose within the limits of the conditions laid down in the present Agreement and in the annexed specifications.

Art.3. EXECUTION OF THE WORKS.-CASE OF FORCE MAJEURE

The works must be carried out in comformity with the technical rules ~~of the article~~ and the provisions ~~articles~~ of the specification and with the articles of the plans approved of. Nevertheless in case of prevention by force majeure ~~unforseen obstacles~~ duly ascertained, the periods fixed for the presentation of the plans and for the execution shall be prolonged for a time equal to that during which the surveys or works shall be interrupted on condition that the concessionaire advises the local authorities at once and in writing.

Art.4. DISPOSSESSION.

The undertaking being one of public utility, the Corporation shall proceed if necessary to the dispossession and handing over to the concessionaire of any pieces of ground that may be necessary for the establishment of the system of sewers and works~~hops.~~

The cost and the expenses of the dispossession shall fall on the concessionaire.

Art.5. All the plant and material necessary for the first establishment of the system which the concessionaire shall buy in the Ottoman Empire or shall import from abroad will be exempt from all inland taxes

Art.6. During the whole of the duration of the concession no tax shall be levied on ~~in~~ the said works nor on the revenues of the concession properly so called.

Buildings or installations of any sort not serving for workings

executed

executed by the concessionaire, Agents and employees of the concessionaire shall pay all the taxes now in force or imposed in future in the Empire.

Every new tax affecting the materials used in the upkeep of the sewers may give rise to an increase of kilometre charges thereto pertaining, subject to the approval of the Government.

In case of disagreement, the disagreement shall be settled by three experts, one appointed by the town, one by the concessionaire and the third by the first two or in default of this by the President of the Commercial Court.

The Company formed by the consessionaire shall be subject to the Stamp Law.

Art.7. THE WORKS AND POLICE REGULATIONS.

The concessionaire shall bind himself to obey all police regulations, and regulations concerning public security and public health now in force in the Ottoman Empire or laid down at any future time.

Art.8. The concessionaire will be remunerated in accordance with the conditions of the specifications from the acceptance of the works and installations foreshadowed in the present agreement up to end of the concession.

Art.9. No ~~The~~ whole or partial transfer ~~cession~~ of the concession or change of the concessionaire shall be effected without ~~take place with~~ the consent of the authority granting the concession.

Violation of this formality shall entail the nullity of the cession and the authority granting the concession will have the right to declare the present agreement null and void.

Art.10. For the carrying out of the obligations assumed under the present agreement and under the annexed specifications, the concessionaire shall take up a domocile in Jerusalem, in default of which all notices shall be validly served on him at the office of the Commercial Court.

SEWERS OF JERUSALM.

SPECIFICATIONS.

Art.1. The system of sewers which forms the subject of the present specifications shall include the old sewers of the town, to be repaired by the concessionaire, and the construction of the chief collecting secondary and ordinary sewers to be effected as laid down in Art.1. of the Articles of Agreement as well as the upkeep and cleansing of all the sewers, the purification of the sewage with a view to the dispersal and incineration of the residue.

Art.2. The concessionaire shall ensure the construction, cleansing and upkeep of the sewers on the conditions laid down in the present Specifications and in the contract.

Art.3. Period within which the works should be carried out

The plans to be submitted by the successful tenderer must be presented within one year at most from the date of issue of the firman for the concession.

The plans shall be examined and either approved or altered if necessary within three months from the date oftheir presentation. All differences arising in this respect shall be settled within the same three months by five experts of whom two shall be appointed bt the town, two by the concessionaire and the fifth by the first four.

The works shall be begun within six months of their being approved they shall be carried on and terminated in such a fashion that the first part of the programme shall have been carried out within a year and a half at the latest from the beginning of the works.

Art.4. The concessionaire shall submit four copies of his plans, one on canvas, containing:

1. A general plan on a 1/10,000 scale,shewing all the sewers, the various classes of sewers to be indicated in different colours.

2. Sketches and side sections on a scale of 0.01 to the metre of all the classes of sewers, passages leading to draft holes and to the outlets, draftholes, outlets, flushing cisterns ~~reservoirs~~, etc.,

3. A special memorandum with plans and details on the scale of 0.01 to the metre of the building or buildings to be set up for the preliminary purification of the sewage and incineration of the refuse as well as the arrangements ~~disposition~~ made for the disposal of the water.

4. A memorandum setting forth all the essential provisions of the plans, indicating all the measures to be taken to assure the public health, and giving a detailed estimate of all the probable cost of the first installation, with detailed cost of the ulterior works.

All designs, plans, reports should be folded to the dimensions of 0.21 x ~~and be 0.31 wide by~~ 0.31 ~~high~~, should be numbered and bear the date of their presentation and the signature of the concessionaire.

Art.5. All the sewers shall be rebuilt or built in conformity with the technical rules ~~of the trade~~ and with the best materials.

The top of the extrados of the ~~xxxx~~ vaults shall not be less than 0.80 m. from the surface of the roads.

After the accomplishment of the works the roads taken up inthe course of the works shall be completely repaired and kept up at the expense of the concessionaire for a period of six months.

The concessionaire shall take on himself all the necessary arrangements so as not to put an entire stop to traffic in the streets during the works.

The outlets of the sewers are to be at spots determined on ~~by~~ by agreement with the Corporation.

The holes to be made for cleansing and inspection shall be placed wherever is necessary and the covers whether in the road or onthe footpath shall be neither above or below the level of the road or footpath.

The town of Jerusalem by a corporation byelaw will impose on

all

all householders whose sewage flows ~~with~~ into the sewers the obligation of constructing a syphon at the junction of their drain pipe and the sewer and to have in their W. C. flushing cisterns sufficient to ~~assure~~ secure the perfect working of the drain pipes.

A corporation byelaw will also forbid the pouring into the sewers of all acids or of residuary water that would injure the fabric of the sewers or be dangerous to the sewer workmen.

The concessionaire shall set up at convenient points the necessary flushing cisterns and shall take all necessary measures to assure the sewers being always carefully kept up and cleansed.

The water required for the regular flushing of the reservoirs will be provided gratis by the town to the concessionaire.

The concessionaire shall receive into the ~~factory~~ sewage works all the sewage. He shall purify it and proceed to the incineration of the matter and residue in accordance with the most up to date methods.

He shall have at his free disposal

(1) All the bye products of the sewage factory

(2) The purified water which he can sell for irrigation purposes.

The concessionaire shall always keep the plan of the sewer system on which all ramifications shall be indicated up to date.

This plan will be revised and ~~put~~ brought up to date every year; it shall be in duplicate, the original being left with the corporation and the copy endorsed by the Mayor shall serve as an acknowledgement of the deposit of the original. This plan shall be on the scale of 0.005 to the metre.

Art. 6 All the expenses necessary for the installation of the system and its dependences shall be borne by the concessionaire.

Art. 7 The sewers and all their dependences shall be always kept in good repair at the exclusive expense of the concessionaire.

The construction of branches from the sewer to the frontage of bordering properties shall be executed by the concessionaire at the expense of the individual proprietor. They shall be kept up and

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