

ORDINANCE NO. 256

ACCEPTING BID FOR THE CONSTRUCTION OF A CITY HALL AND JAIL; AWARDING CONTRACT PURSUANT THERETO; AND AUTHORIZING CONTRACT WITH ARCHITECT; AUTHORIZING THE ISSUANCE OF \$100,000.00 OF CITY OF MESQUITE CITY HALL AND JAIL WARRANTS, SERIES 1959; LEVYING A TAX TO PAY THE PRINCIPAL AND INTEREST THEREOF; AND PROVIDING FOR THE METHOD OF THE EXECUTION, ISSUANCE AND DELIVERY THEREOF; ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

WHEREAS, heretofore the City Council of the City of Mesquite, Texas, determined the necessity for the construction of a City Hall and Jail and directed the City Secretary to publish notice to bidders for such work, which notice has been published in a newspaper of general circulation within the City; and

WHEREAS, the Mayor has pursuant to the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature, given notice to bidders, which notice is in words and figures as follows:

"ADVERTISEMENT FOR BIDS

Sealed proposals for the contract hereinafter mentioned, addressed to the City of Mesquite, Mesquite, Texas, will be received at the City Hall, Mesquite, Texas, until 7:00 P. M., September 4, 1959, and then opened and read publicly the same date and time. The contract will be for the electrical, plumbing, air conditioning, heating, ventilation and exhaust work, and furnishing and installing jail equipment for the new City Hall and Jail, construction of which will proceed under separate contract.

The general contractor for the construction of the City Hall will supervise and coordinate the work above mentioned.

Prepared plans and specifications may be obtained at the office of Caudill, Rowlett and Scott, Architects, 3400 Montrose Boulevard, Room 500, Houston 6, Texas, and Caudill, Rowlett and Scott in care of Mr. Virgil P. Dean, 103 North Ebrite Street, Mesquite, Texas. A deposit of twenty-five dollars (\$25.00) which may be in the form of a check on the firm's banking account made payable to the architect, will be required for a set of plans and specifications. Additional sets may be obtained by paying printing costs. Deposit will be refunded when the plans and specifications are returned in good condition. If plans are not returned within ten (10) days after the opening of bids, a reminder will be sent to each bidder, and if plans are not returned within another ten (10) days, deposit will become the property of the architect.

Not less than the prevailing rate of per diem wages for work of similar character in the City of Mesquite, and County of Dallas, and not less than the general prevailing rate of per diem wages for legal holidays, Saturdays, Sundays, and overtime work shall be paid to all laborers, workmen and mechanics employed in said City and County on the above project.

The City Council of the City of Mesquite has ascertained and here specifies such general prevailing rate of per diem wages in said City and County to be as follows:

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	(8-Hour Day) PER DIEM
<b>ASBESTOS WORKERS:</b>	
Journeyman	29.40
Improvers - First Year	14.71
Improvers - Second Year	17.64
Third Year	20.40
Fourth Year	23.52
<b>BOILERMAKERS:</b>	
Foreman	33.68
Journeyman	29.68
Helper	27.68
<b>ELECTRICIANS:</b>	
Foreman	29.60
Journeyman	27.60
Apprentices 1st 1,000 Hours	12.42
2nd 1,000 Hours	13.84
3rd 1,000 Hours	15.18
4th 1,000 Hours	17.36
5th 1,000 Hours	17.39
6th 1,000 Hours	18.49
7th 1,000 Hours	19.32
8th 1,000 Hours	20.70
<b>IRON WORKERS:</b>	
Journeyman -----	
Structural & Ornamental	27.00
Apprentices 1st 6 Months	16.20
2nd 6 Months	17.55
3rd 6 Months	18.90
4th 6 Months	20.25
<b>LABORERS:</b>	
General Construction	13.60
Air Tool Operator	14.80
Mortar Mixer	14.80
Pipelayer (Concrete & Clay)	14.80
<b>PLUMBERS:</b>	
Foreman	30.28
Journeyman - Plumbers, Steamfitters, Pipefitter, Welders	28.28

Apprentices 1st 1,000 Hours	9.90
2nd 1,000 Hours	12.72
3rd 1,000 Hours	14.14
4th 1,000 Hours	15.55
5th 1,000 Hours	16.97
6th 1,000 Hours	18.38
7th 1,000 Hours	19.80
8th 1,000 Hours	21.21
9th 1,000 Hours	22.62
10th 1,000 Hours	24.04

**SHEET METAL WORKERS:**

Journeyman Sheet Metal Workers	28.28
Apprentices 1st 6 Months	11.31
2nd 6 Months	12.72
3rd 6 Months	14.14
4th 6 Months	15.55
5th 6 Months	16.97
6th 6 Months	18.38
7th 6 Months	19.80
8th 6 Months	22.62

Sundays, legal holidays, and overtime work shall be paid at the rate of 150% of the rates above stated.

It is the intention of the City Council to issue the time warrants of the City of Mesquite for payment of a part or all of the contract to be made pursuant to this notice; to pay part or all of the architects fees and inspection and testing fees; and to pay the cost of furnishing and equipping the City Hall. The maximum amount of time warrant indebtedness to be incurred for said purposes shall be \$100,000.00, the maximum rate of interest such time warrants are to bear is 6% per annum, and the maximum maturity date thereof shall be October 1, 1984. The City has obtained a commitment from an investment company for the purchase of said warrants, so that said warrants shall be delivered to the contractor on approved estimates with the stipulation that the contractor will immediately deliver said warrants to said investment company and receive in cash the par value therefor.

In accordance with Chapter 93, Acts of the 56th Legislature, which became effective April 27, 1959, the successful bidder will be required to furnish not only a performance bond in the amount of the contract, but also a payment bond in the amount of the contract, for the protection of all claimants supplying labor and material as defined in said law.

The City reserves the right to reject any or all bids and to waive irregularities.

CITY OF MESQUITE, TEXAS

ATTEST:

\_\_\_\_\_  
Norma G. McGaughey  
City Secretary

\_\_\_\_\_  
James Fontenot  
Mayor

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WHEREAS, Said notice was published in "The Texas Mesquiter", a newspaper published within the City of Mesquite, Texas, in its issues of August 20, 1959, and August 27, 1959; and

WHEREAS, on September 4, 1959, the day set in said notice, the City Council of the City of Mesquite, Texas, opened and read the bids filed pursuant to said notice; and

WHEREAS, the City Council of the City of Mesquite, Texas, has considered said bids and has found that the bid filed by Miller and Norton, General Contractors is the lowest and best bid filed and that said Company is the lowest responsible bidder;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MESQUITE:

1. That the bid of Miller and Norton, General Contractors be and the same is hereby accepted by the City of Mesquite, Texas.
2. (a) That a contract be executed between this City and Miller and Norton, General Contractors, in substantially the following form:

THIS AGREEMENT made the 4th day of September in the year Nineteen Hundred and Fifty-Nine by and between Miller and Norton, General Contractors hereinafter called the Contractor, and the City of Mesquite, Mesquite, Texas, Dallas County, hereinafter called the Owner, WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK - The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications for electrical, plumbing, air conditioning, heating, ventilation and exhaust, and jail equipment for the City Hall and Jail to be constructed, prepared by Caudill, Rowlett and Scott acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Drawings.

ARTICLE 2. TIME OF COMPLETION - The work to be performed under this Contract shall be commenced within fifteen (15) days after signing of contract and shall be substantially completed within two hundred forty (240) calendar days.

ARTICLE 3. THE CONTRACT SUM - The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in lawfully issued Time Warrants as follows: Seventy One Thousand, Ninety One and No/100 Dollars (\$71,091.00). Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

ARTICLE 4. PROGRESS PAYMENTS - The Owner shall make payments on account of the Contract as provided therein, as follows: On or about the 10th day of each month Ninety (90) per/cent of the value, based on the Contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the last day of that month, as estimated by the Architect, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT - Final payment shall be due fifteen (15) days after substantial completion of the work provided the work be then fully completed and the contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. THE CONTRACT DOCUMENTS - The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

DRAWINGS:

Sheets A7  
ME1  
M2 Through M4  
E2 Through E5

SPECIFICATIONS:

Pages IB1 Through IB6  
EP1 and EP2  
PW1 and PW2  
ACHVE 1 and ACHVE 2  
JEP1 and JEP2

Sections 23

50 Through 52

ADDENDA: 1, 2, 3, and 4

Drawings P1 Revised included with Addendum 1.

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

James Fontenot  
Mayor

ATTEST:

Norma G. McGaughy  
City Secretary

MILLER AND NORTON, GENERAL CONTRACTORS

W. Thornton Miller  
4415 Belmont Avenue  
Dallas 4, Texas

2. (b) That a contract be executed between this City and Caudill, Rowlett & Scott, Architects, in substantially the following form:

THIS AGREEMENT made the 4th day of September, in the year Nineteen Hundred and Fifty Nine by and between the City of Mesquite, Dallas County, Texas, hereinafter called the Owner, and Caudill, Rowlett & Scott, hereinafter called the Architect,

WITNESSETH, that whereas the Owner intends to erect a City Hall hereinafter called the Work,

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

The Architect agrees to perform, for the above-named Work, professional services as hereinafter set forth.

The Owner agrees to pay the Architect for such services a fee of Six Percent of the cost of the Work, with other payments and Reimbursements as hereinafter provided, less \$5,250.00 which has heretofore been paid to the Architect on preliminary work, the said percentage being hereinafter called the Basic Rate.

The parties hereto further agree to the following conditions:

1. The Architect's services. - The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical, and other mechanical work; assistance in the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the Work.

2. Separate Contracts. - The Basic Rate applies to work let under a single contract. For any portions of the Work let under separate contracts, on account of extra service thereby required, the rate shall be four per cent greater, and if substantially all the work is so let the higher rate shall apply to the entire Work;

but there shall be no such increase on the plumbing, heating, electrical and other mechanical work or on any contracts in connection with which the Owner reimburses special consultants' fees to the Architect, or for articles not designed by the Architect but purchased under his direction.

3. Extra Services and Special Cases. - If the Architect is caused extra drafting or other expense due to changes ordered by the Owner, or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, he shall be equitably paid for such extra expense and the service involved.

Work let on any cost-plus basis shall be the subject of a special charge in accord with the special service required.

If any work designed or specified by the Architect is abandoned or suspended, in whole or in part, the Architect is to be paid for the service rendered on account of it.

4. Payments. - Payments to the Architect on account of his fee shall be made as follows, subject to the provisions of Article 4:

Upon completion of the preliminary studies, a sum equal to 25% of the basic rate computed upon a reasonable estimated cost, less the amount heretofore paid.

During the period of preparation of specifications and general working drawings monthly payments aggregating at the completion thereof a sum sufficient to increase payments to 75% of the rate or rates of commission arising from this agreement, computed upon a reasonable cost estimated on such completed specifications and drawings, or if bids have been received, then computed upon the lowest bona fide bid or bids.

From time to time during the execution of work and in proportion to the amount of service rendered by the Architect, payments shall be made until the aggregate of all payments made on account of the fee under this Article, but not including any covered by the provisions of Article 3, shall be a sum equal to the rate or rates of commission arising from this agreement, computed upon the final cost of the Work.

Payments to the Architect, other than those on his fee, fall due from time to time as his work is done or as costs are incurred.

No deductions shall be made from the Architects' fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

5. Information Furnished by Owner. - The Owner shall, so far as the work under this agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The Owner is to pay for borings or test pits and for chemical, mechanical, or other tests when required.

The owner shall provide all legal advice and services required for the operation.

6. Supervision of the Work. - The Architect will endeavor by general supervision to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The general supervision of the Architect is to be distinguished from the continuous on-site inspection of a clerk-of-the works.

When authorized by the Owner, a clerk-of-the works acceptable to both Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid by the Owner, upon presentation of the Architect's monthly statements.

7. Preliminary Estimates. - When requested to do so the Architect will furnish preliminary estimates on the cost of the Work, but he does not guarantee such estimates.

8. Definition of the Cost of the Work. - The cost of the Work, as herein referred to, means the cost to the Owner, but such cost shall not include any Architect's or Engineers' or Special Consultants' fees or reimbursements or the cost of a clerk-of-the-works.

When labor or material is furnished by the Owner below its market cost the cost of the work shall be computed upon such market cost.

9. Ownership of Documents. - Drawings and specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not, and are not to be used on other work except by agreement with the Architect.

10. Successors and Assignments. - The Owner and the Architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this agreement.

Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest in this agreement without written consent of the other.

11. Arbitration. - All questions in dispute under this agreement shall be submitted to arbitration at the choice of either party, in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of the American Institute of Architects.

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, they have executed this agreement, the day and year first above written.

ATTEST:

Norma G. McGaughey, City Secretary

CITY OF MESQUITE, TEXAS,

James Fontenot  
Mayor



CAUDILL, ROWLETT &amp; SCOTT

Architect \_\_\_\_\_

By: \_\_\_\_\_

3. That warrants of the City of Mesquite, Texas, to be called "City of Mesquite City Hall and Jail Time Warrants, Series 1959", be issued in the amount of One Hundred Thousand (\$100,000.00) Dollars, payable to bearer, evidencing the indebtedness due said contractor by the City of Mesquite, Texas, under and by virtue of said Contract; and to pay part or all of the Architects' fees and equipping the City Hall. /and to pay the cost of furnishing and /inspection /and testing /fees;

4. Said Warrants shall be numbered One (1) to One Hundred (100), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, shall be dated October 1, 1959, and shall become due and payable serially according to the following schedule:

<u>WARRANTS NUMBERS</u>	<u>MATURITY DATES</u>	<u>AMOUNTS</u>
1 to 8, both incl.,	April 1, 1961	8,000.00
9 to 16, " "	April 1, 1962	8,000.00
17 to 24, " "	April 1, 1963	8,000.00
25 to 32, " "	April 1, 1964	8,000.00
33 to 37, " "	April 1, 1965	5,000.00
38 to 43, " "	April 1, 1966	6,000.00
44 to 49, " "	April 1, 1967	6,000.00
50 to 56, " "	April 1, 1968	7,000.00
57 to 64, " "	April 1, 1969	8,000.00
65 to 69, " "	April 1, 1970	5,000.00
70 to 74, " "	April 1, 1971	5,000.00
75 to 79, " "	April 1, 1972	5,000.00
80 to 86, " "	April 1, 1973	7,000.00
87 to 93, " "	April 1, 1974	7,000.00
94 to 100, " "	April 1, 1975	7,000.00

5. Said Warrants shall bear interest at the rate of Five and one-fourth (5-1/4%) per cent per annum, evidenced by coupons payable October 1, 1960, and semi-annually thereafter on April 1 and October 1 of each year.

6. That the principal of and interest on said warrants shall be payable at The American National Bank of Austin, Austin, Texas, without exchange or collection charges to the owner or holder thereof.

7. Said warrants shall be signed by the Mayor and countersigned by the City Secretary, and the seal of the City shall be impressed upon each of them. The facsimile signatures of the Mayor and City Secretary may be lithographed or printed on the coupons attached to each of said warrants.

8. The warrants shall be in substantially the following form:

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NO. \_\_\_\_\_

\$1,000.00

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF MESQUITE  
CITY HALL AND JAIL TIME WARRANT  
SERIES 1959

The City of Mesquite, in the County of Dallas, State of Texas, for value received, is justly indebted to bearer, on the 1st day of April, 19\_\_\_\_, the principal sum of

ONE THOUSAND DOLLARS

in lawful money of the United States of America, together with interest thereon from date hereof until paid, at the rate of Five and one-fourth (5-1/4%) per cent per annum, evidenced by coupons payable October 1, 1960, and semi-annually thereafter on April 1 and October 1 of each year, and the full faith and credit of the said City is hereby irrevocably pledged to the prompt payment of this warrant and the annexed coupons, and the City Treasurer is authorized, ordered and directed to pay to bearer the principal sum together with interest thereon, evidenced by coupons attached hereto, principal and interest payable at The American National Bank of Austin, Austin, Texas without exchange or collection charges to the owner or holder hereof, upon presentation and surrender of warrant or proper coupon.

This warrant is one of a series of One Hundred (100) warrants numbered consecutively from One (1) to One Hundred (100), both inclusive, of the denomination of One Thousand (\$1,000.00) Dollars each, aggregating the sum of One Hundred Thousand (\$100,000.00) Dollars, issued for the purpose of evidencing the indebtedness of said City of Mesquite, Texas, to the Contractor for construction of a City Hall and Jail, to pay part or all of the Architects \_\_\_\_\_ and testing fees, and to pay the cost of furnishing and equipping the city \_\_\_\_\_ and by virtue of the Constitution and laws of the State of Texas, including the provisions of Chapter 163, Acts of the Regular Session of the Forty Second Legislature, and pursuant to an ordinance passed by the City Council of the City of Mesquite, Texas, which ordinance is duly of record in the minutes of said City Council of the City of Mesquite, Texas.

The date of this warrant in conformity with the ordinance above mentioned is October 1, 1959.

AND IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this warrant and the series of which it is a part, have been properly done, have happened and been performed in regular and due time, form and manner as required by law; that the City of Mesquite has received full value for this warrant; that the total indebtedness of said City, including this warrant, does not exceed any constitutional or statutory limitations; that a sufficient tax to pay the principal of and interest on this warrant and the entire series of which this is one has been levied for said purpose and will continue to be annually levied, assessed and collected, while said warrants or any of them are outstanding.

IN WITNESS WHEREOF, the City of Mesquite, Texas, has caused its corporate seal to be affixed hereto and this warrant to be signed by the Mayor and countersigned

by the City Secretary, and the interest coupons hereto attached to be executed by the lithographed or printed facsimile signatures of the Mayor and City Secretary as of the 1st day of October, 1959.

\_\_\_\_\_  
James Fontenot  
Mayor

## COUNTERSIGNED:

\_\_\_\_\_  
Norma G. McGaughy  
City Secretary

9. The form of interest coupons shall be substantially as follows:

NO. \_\_\_\_\_ \$ \_\_\_\_\_

ON THE 1ST DAY OF \_\_\_\_\_, 19 \_\_\_\_\_

The City Treasurer of the City of Mesquite, Texas, will pay to bearer at The American National Bank of Austin, Austin, Texas, without exchange or collection charges to the owner or holder hereof, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, being \_\_\_\_\_ months' interest due on "City of Mesquite City Hall and Jail Time Warrants, Series 1959", dated October 1, 1959, to which this coupon is attached, and is a part thereof. No. \_\_\_\_\_.

\_\_\_\_\_  
Norma G. McGaughy  
City Secretary

\_\_\_\_\_  
James Fontenot  
Mayor

10. That a special fund to be designated "City of Mesquite City Hall and Jail Time Warrants, Series 1959 Fund", is hereby created and the proceeds from all taxes collected for and on account of this series of warrants shall be credited to said fund for the purpose of paying the interest as it accrues and to provide a sinking fund for the purpose of paying each installment of principal as it becomes due, and said fund shall be used for no other purpose. For each year while any of said warrants or interest thereon are unpaid, there shall be computed and ascertained, at the time other taxes are levied, the rate of tax based on the latest approved rolls of said City as will be requisite and sufficient to make, raise and produce in each of said years a fund to pay the interest as it accrues and to pay the principal as it matures, or to provide at least two (2%) per cent of the principal as a sinking fund, whichever is greater, full allowance being made for delinquencies and costs of collection. A tax at the rate as hereinabove determined is ordered to be levied and is hereby levied against all of the taxable property in said City for the current year and for each year hereafter while said warrants or any of them are outstanding and unpaid, the said tax each year shall be assessed and collected and placed in the Fund hereby created and the Treasurer shall honor warrants against said Fund for the purpose of paying the interest on, and principal of said warrants and for no other purpose.

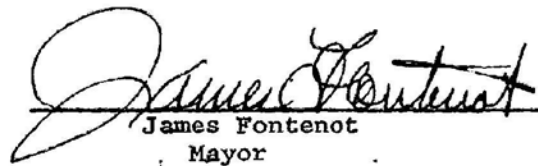
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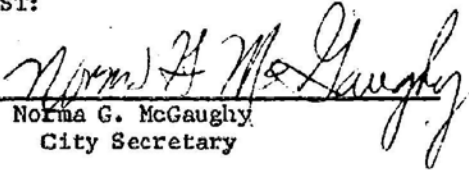
11. After said Warrants shall have been executed as hereinabove provided, they shall be held in the custody of the City Secretary to be delivered only at such times and in such amounts as hereinafter directed by the City Council of the City of Mesquite, Texas.

12. This ordinance must be passed and become effective immediately for the immediate preservation of the public business, property, health and safety, this ordinance is an emergency measure and must be passed at this meeting and become effective immediately upon passage.

PASSED AND APPROVED THIS THE 4th day of September, 1959.

  
James Fontenot  
Mayor

ATTEST:

  
Norma G. McGaughy  
City Secretary