

RESOLUTION NO. 40-64RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MESQUITE, TEXAS

WHEREAS, the City Council of the City of Mesquite passed Resolution 62-61 on December 4, 1961, adopting certain requirements for the execution of contracts with the City of Mesquite; and

WHEREAS, it is necessary to amend such requirements:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the requirements for the execution of contracts with the City of Mesquite heretofore adopted by Resolution 62-61 on December 4, 1961, be, and the same are hereby amended by changing said requirements so as to hereafter read in accordance with the language contained in Appendix A attached hereto and made a part hereof for all purposes the same as if copied in full herein.

SECTION 2. That this Resolution shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Mesquite, Texas, on the 21 day of December, 1964.

B. W. Cruise Jr.
Mayor

DULY RECORDED:

Wm. M. Huggins
City Secretary

APPROVED AS TO FORM:

B. Robert Baker
Attorney

APPENDIX A

Proposal: The written statement or statements duly filed with the City Secretary of the person, persons, partnership, company, firm, association, or corporation proposing to do the work contemplated, including the approved form on which the formal bids for the work are to be prepared.

Proposal Guaranty: The security designated in the advertisement and proposal, to be furnished by each bidder as a guarantee of good faith to enter into a contract with the City and execute the required bonds for the work contemplated after the work is awarded him.

Special Provisions: The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the standard specifications, and taking precedence over any conditions or requirements of the standard specifications with which they are in conflict.

Specifications: The directions, provisions, and requirements contained herein, together with the special provisions supplemental hereto, pertaining to the method and manner of performing the work or to the qualities or quantities of the materials to be furnished under the contract.

Substantially Completed: By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

Superintendent of Water Department: The Superintendent of the Mesquite City Water Department, or his duly authorized assistants or agents.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the Contractor. Said sureties engage to be responsible for the entire and satisfactory fulfillment of the contract, and for any and all requirements as set out in the specifications, contract or plans.

Sub-Contractor: The term Sub-Contractor, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

Working Day: A working day is defined as any day, not including Saturdays, Sundays or any legal holidays, in which weather or other conditions not under the control of the contractor will permit construction of the principal units of the work for a continuous period of not less than seven (7) hours between 7:00 A.M. and 6:00 P.M.

Working Hours: Work shall be done only during the regular and commonly accepted and described working hours between 7:00 A.M. and 6:00 P.M. No work shall be done nights, Saturdays, Sundays, or regular holidays, unless special permission is given by the Engineer or as may be approved by the proper administrative City representative.

Written Notice: Written notice shall be deemed to have been duly served if delivery in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

case the Contractor should appeal from the Engineer's decision, and demand for arbitration shall be filed with the Engineer and the City in writing within ten (10) days after the date of delivery to Contractor of the Engineer's final decision. It is further agreed that final acceptance of the work by the City and the acceptance by the Contractor of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

G 8.10 ARBITRATION.

All questions of dispute under this Agreement may be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a Federal District Judge serving Dallas County. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the Engineer shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the Engineer shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.