

THE STATE OF TEXAS) (

COUNTY OF JOHNSON) (

BE IT REMEMBERED That on the 11th day of July, A. D. 1955, at a regular meeting of the Commissioners' Court of Johnson County, Texas, held in the Courthouse in Cleburne, Texas, with the following members were present: H. G. Littlefair, County Judge, W. M. Coward, Commissioner Precinct #1, S. W. Evans, Commissioner Precinct #2, Jimmie L. Walters, Commissioner Precinct #3, M. W. Roland, Commissioner Precinct #4 and Louis B. Lee, County Clerk.

A motion was made by Commissioner Walters and seconded by Commissioner Evans that all just and due bills against Johnson County be allowed and ordered paid as submitted and properly endorsed. All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the County Judge be authorized to sign all instruments incident to the enlarging and remodeling of the Johnson County Memorial Hospital wherein a Grant-in-aid has been approved by the State Board of Health. All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Coward that the salary of the County Tax Assessor-Collector and the County Auditor be increased \$20.00 each, effective July 1st, 1955, in pursuant to House Bill #379 passed by the 54th Texas Legislature. All voted aye.

A motion was made by Commissioner Roland and seconded by Commissioner Walters that the County Auditor be authorized to advertise for bids for one 1955 2-ton truck chassis and cab, standard cab and short wheelbase 130". Equipped with 140 H. P. Six-Cylinder motor, Two speed rear axle, 2, 7.50 x 80 8 ply front tires, 4, 8:25 x 20 10 ply rear tires, heavy duty front springs and heavy duty rear springs - for Precinct 4. Bids to be opened at 9:00 A.M.,

August 1st, 1955. The Court reserves the right to reject any or all bids. All voted aye.

A motion was made by Commissioner Coward and seconded by Commissioner Roland that the bid of Browning-Ferris Machinery Company for:

1 Littleford Model DVC Truck Mounted Asphalt Distributor, 1250 gallon capacity, Full circulating 24 foot spray bar, and other standard equipment.

Price: F.O.B. Dallas, Texas mounted on Johnson County's truck \$4,850.00

A motion was made by Commissioner Coward and seconded by Commissioner Walters that Johnson County Commissioners Court enter a contract with M. M. Moseley, Architect, for the enlarging and re-modeling of the Johnson County Memorial Hospital, as follows:

"THIS AGREEMENT made the 11th day of July in the year Nineteen Hundred and Fifty Five by and between the Commissioner's Court of Johnson County, Texas, acting through its County Judge, H. G. Littlefair hereinafter called the Owner, and M. M. Moseley hereinafter called the Architect, WITNESSETH, that whereas the Owner intends to erect an addition to and to remodel the Johnson County Memorial Hospital Building, 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 (6) per cent of the cost of the Work, with other payments and reimbursements as

hereinafter provided, 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.

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3. 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 in 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.

4. 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.

5. 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.

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 4, 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 Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6. 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.

7. 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.

8. 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.

9. 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 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.

10. 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.

11. 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 of 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 the written consent of the other.

12. 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.

It is further agreed that if for any reason any one or all of the projects that this contract covers is not let for bid, then and in that event the Architect is to receive a fee of three (3) per cent of the lowest bid submitted for that project. The plans and specifications for that project not let in the bid shall become the property of the owner.

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.

Owner JOHNSON COUNTY COMMISSIONER'S COURT

H. G. LITTLEFAIR, COUNTY JUDGE.

Architect M. M. MOSELEY

ATTEST: _____ COUNTY CLERK _____ COUNTY JUDGE

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