

the maintenance on the work of a full time inspector, during such times as major construction operations are being carried on, supplemented by periodic visits to the work by the Architect, the intent being to guard the Owner against defects and deficiencies in the work of the contractors, but the Architect does not guarantee the performance of their contracts.

Art. 2--The Owner agrees to pay the Architect at Architect's office, 422 Neil P. Anderson Bldg., Ft. Worth, Tarrant County, Texas, a total fee equal to 6% of the cost of building construction and its equipment, said fee to be payable as follows:

- (a) Upon completion and approval of preliminary studies, a sum equal to 1% of the estimated cost of the work, based upon a reasonable estimate, will be due the Architect;
- (b) Upon completion of the general plans, drawings, and specifications, a sum equal to the amount required to increase the payments on the fee to 4% of the cost of the work computed on an approximate cost estimate and/or on the lowest boni fide bid; if bids have been received for the construction of said work;
- (c) The remainder of the fee shall be payable to the Architect from time to time as construction proceeds, based upon the proportion which the contractors' estimates bear to the total cost of the work. The final payment being due the Architect at the time of the final payment is paid the contractor of the works;
- (d) No deduction shall be made from the Architect's fee on account of penalty, liquidated damages or other sums withheld from contractors;
- (e) Payments due the Architect on his total fee are subject to provisions as hereinbefore described and shall be due whether the work be executed, or whether its execution be suspended or abandoned in part or whole.

Art.3--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.

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

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

Attest:

A.T. Griffin  
Clerk

Commissioners Court, Johnson County, OWNER  
BY Roy Anderson, County Judge  
Herman G. Cox, Architect

(SEAL)

Witnesses: Lou Ceil Little

(See Minutes of July 15, 1946.)

Attest: Louis B. Lee County Clerk. [Signature] County Judge.  
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THE STATE OF TEXAS     ↓  
COUNTY OF JOHNSON     ↓

March 10, 1947

BE IT REMEMBERED THAT at a Regular Meeting of the Commissioner's Court of Johnson County, Texas, held on the 10th day of March, A. D. 1947, the following members were present; Honorable H. G. Littlefair, County Judge, Commissioner Wyatt, Precinct # 1, Commissioner Evans, Precinct #2, Commissioner Maddox, Precinct #3, Commissioner Roland, Precinct #4, and Robert Stewart, Deputy County Clerk. Among other things they did the following:

A motion was made by Commissioner Wyatt and seconded by Commissioner Maddox that all duly approved bills be paid.  
All voted aye.

✓ A motion was made by Commissioner Wyatt and seconded by Commissioner Evans for Johnson County to employ Mrs. John Stevens as County Health Nurse at a salary of eighteen hundred dollars (\$1800.00) per year with a six hundred dollar (\$600.00) per year expense account.