

STATE OF TEXAS ()

COUNTY OF JOHNSON ()

March 1, 1947

BE IT REMEMBERED THAT at a Regular Meeting of the Commissioner's Court of Johnson County, Texas, held on the 1st 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 Louis B. Lee, County Clerk. Among other things they did the following:

A motion was made by Commissioner Wyatt and seconded by Commissioner Roland that all proper bills as presented be allowed and ordered paid. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Roland and seconded by Commissioner Evans that the Resignation of Carl J. Neal as Public Weigher at Cleburne be accepted as of February 28, 1947. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

Herman G. Cox, Contract Architect for Johnson County Memorial Hospital, presented and explained fully, in detail, the Blue-Print plans for the Hospital. Proposed bids for Construction, to be submitted by bidders, was discussed fully; also plans for advertising for bids.

A motion was made by Commissioner Wyatt and seconded by Commissioner Roland that bids be advertised for Construction of Johnson County Memorial Hospital. Said bids to be opened at 10:00 A.M., April 1st, 1947. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Wyatt, and seconded by Commissioner Roland that the bid of the Cleburne National Bank as County Depository for the next biennial be and is hereby accepted. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Evans and seconded by Commissioner Roland that the bid submitted by Brantley-Wyatt Motor Company on a 1947 New Dodge 4 Door Sedan for \$1412.00, (Less 275.00 trade-in allowance for 1942 Ford, Less Federal Excise Tax on New Dodge) for Sheriff's Department be accepted. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Wyatt and seconded by Commissioner Maddox, that all bids received on equipment advertised for sale by Precinct 2, be and are hereby rejected by the Commissioner's Court. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Evans and seconded by Commissioner Wyatt that the Court accept the offer of Mr. Oscar Ford and Mr. C. J. Jackson to open the County road between Anglin & Main Streets in order for the Commissioner to grade this County road. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

A motion was made by Commissioner Roland and seconded by Commissioner Evans, that Janitor A. T. Bowers, salary be increased from \$170.00 to \$185.00 per month, effective March 1st, 1947. Commissioners Wyatt, Evans, Maddox, and Roland voted "Aye".

Commissioner's Court employed Dennis McWilliams as County Veterans Service Officer at a salary of \$2500.00 per year, payable monthly, beginning March 1st, 1947, for March Service.

THIS AGREEMENT made the 15 day of July in the year Nineteen Hundred and Forty-Six by and between the County of Johnson, through its legally constituted Commissioners Court, hereinafter called the Owner acting through its County Judge, Roy Anderson; and Herman G. Cox, 422 Neil P. Anderson Bldg., Ft. Worth 2, Texas, hereinafter called the Architect;

WITNESSETH, that whereas the Owner intends to erect a County Hospital Building in Cleburne, Texas.

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

Art. 1 - - The Architect agrees to perform, for the above-named work, professional services as hereinafter set forth:

- (a) Assisting the Court in appraisal and site selection;
- (b) The preparation of preliminary studies for the Owner's approval, based on site selected in (a) above;
- (c) Securing of an approximate cost estimate of the work desired, based on proposed preliminary studies as stipulated in (b) above;
- (d) The preparation of the working drawings, plans, and other necessary details;
- (e) The preparation of specifications covering all phases of the work desired;
- (f) The drafting of forms of bid proposals, contracts, and other forms necessary for the completion of the work;
- (g) Assisting the Owner in receiving of bids and the awarding of contracts necessary for the construction of the project;
- (h) The supervision of construction work. The supervision by the Architect will consist of 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

(Seal)

Witnesses: Lou Ceil Little

Commissioners Court, Johnson County, OWNER

BY Roy Anderson, County Judge

Herman G. Cox, Architect

(See Minutes of July 15, 1946.)

Attest: _____ [County Clerk.](#) _____ County Judge.

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