

BE IT REMEMBERED that the Commissioners' Court of Titus County, Texas, met in a Special Session on the 24th day of October, 1939, at the Court House in Mt. Pleasant, Texas, and the following members were present, to-wit:

C. T. Neugent	County Judge
T. L. Garrett	Commissioner, Pre. 1
W. J. Gody	Commissioner, Pre. 2
Ernest Brown	Commissioner, Pre. 3
G. C. Lunsford	Commissioner, Pre. 4

and the following proceedings were had to-wit:

CONTRACT BETWEEN TITUS COUNTY AND FRED E. HESS, Engineer, FOR ENGINEERING AND ARCHITECTURAL WORK IN CONNECTION WITH REMODELING OF COURTHOUSE:

This agreement made the 24th day of October, in the Year Nineteen Hundred Thirty Nine, by and between Titus County, Texas acting herein by and through the Commissioners Court of said county, duly authorized so to act, herein called OWNER, and Fred. E. Hess of Dallas, Texas herein called ENGINEER.

WITNESSETH: That whereas the Owner intends to reinforce structurally, remodel and alter the present County Courthouse located at Mount Pleasant Texas.

Now, therefore, the Owner and the Engineer, for the consideration hereinafter named, agree as follows:

The Engineer agrees to perform, for the above named work, profession services as hereinafter set forth.

The Owner agrees to pay the Engineer for such services a fee, a percentage of the total cost of such work, as set forth in the schedule below:

7% of Total Cost of work.

The parties hereto further agree to the following conditions:

(1) The Engineer's Services shall consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full

sized drawings, the drafting of forms of proposals and contracts; the issuance of certificates of payments; the keeping of accounts and the general administration of the work.

(2) Payment to the Engineer on account of his fee shall be made as follows:

Upon acceptance by Owner of plans and specifications a sum equal to 50% of the basis rate of commission. From time to time during the execution and progress of the work, payments shall be made on the remainder of the fee, in proportion to the completed work, on the basis of the contractor's estimates, until aggregate of all payments made on account of the fee under this agreement shall be a sum equal to the rate of commission arising from this agreement, computed upon the final cost of the work.

No reductions shall be made from the Engineer's fee on account of penalty, liquidation damages, or other sums withheld from payment to Contractors.

(3) Supervision of the Work: The Engineer will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors, but he does not guarantee the performance of their contracts. The Engineer will keep and maintain on the site of the work a competent Inspector during construction.

(4) The cost of the work herein referred to, means the cost to the Owner but does not include any attorney's or Engineer's fees.

(5) Ownership of documents: Drawings and specifications as instruments of service are the property of the Engineer, whether the work for which they are made is executed or not. The Engineer will furnish the Owner 2 sets of each free of cost and any other sets required for his files or records at the actual cost of reproduction.

(6) The Owner and the Engineer each binds himself and his partners, assigns, successors and administrators to the other party to this agreement and to the partners, assigns, successors and administrators of such other party, in respect to all covenants of this agreement.

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

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

TITUS COUNTY TEXAS (OWNER)

By C. T. Neugent, Co. Judge

T. L. Garrett, Co. Commr.

W. J. Gody, Co. Commr.

Ernest Brown, Co. Commr.

G. C. Lunsford, Co. Commr.

(COMMISSIONERS' COURT SEAL)

Attest: A. B. Gilpin, County Clerk.

(ENGINEER PROFESSIONAL ENGINEER'S SEAL)

Fred E. Hess (ENGINEER)

The above minutes read and approved.

ATTEST: \_\_\_\_\_  
County Clerk.

\_\_\_\_\_ County Judge.