

SPECIAL TERM- February 6, 1951.

BE IT REMEMBERED that the Commissioners Court of Titus County, Texas, met in Special Session at the Courthouse in Mt. Pleasant, Texas, with the following members present, to-wit:

W. W. Mason	County Judge
R. W. Jones	Commissioner, Prec. 1
J. Q. Roper	Commissioner, Prec. 2
Eugene Mankins	Commissioner, Prec. 3
J. R. Ponder	Commissioner, Prec. 4
Thomas J. Hood	County Clerk

and the following proceedings were had, to-wit:

-----  
 IN THE MATTER OF AGREEMENT BETWEEN ARCHITECT-ENGINEER AND OWNER IN REGARD TO COUNTY HOSPITAL,  
 THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT - ENGINEER

THIS AGREEMENT, made the 6th day of Feb. in the year Nineteen Hundred and 51, by and between COUNTY OF TITUS (Texas), hereinafter called Owner, and WYATT C. HEDRICK, Dallas, Dallas County, Texas, hereinafter called Architect-Engineer,

WITNESSETH; that whereas the Owner intends to erect a County Hospital - - - - -  
 NOW, THEREFORE, the Owner and the Architect-Engineer, for the considerations hereinafter named, agree as follows:

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

The Owner agrees to pay the Architect-Engineer for such services a fee of six (6) per cent of the cost of the work.

The parties hereto further agree to the following conditions:

1. THE ARCHITECT-ENGINEER'S SERVICES. - The Architect-Engineer's professional services consist of the necessary conferences; the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts; the furnishing of 15 sets of plans and specifications; the issuance of certificates of payment; the keeping of accounts, the general administration of the business, and supervision of the work.

2. EXTRA SERVICES AND SPECIAL CASES. - The following provisions will apply if extra services are required or if special conditions are encountered:

(a) The Architect-Engineer shall be paid the actual cost of extra drafting or other expense resulting from any of the following causes:

- (1) Changes ordered by the owner after preliminary drawings are approved and working drawings started.
- (2) Delinquency or insolvency of the Owner or Contractor.
- (3) Damage by fire.

(b) If any part of the work is abandoned or suspended, the Architect-Engineer shall be paid the actual cost plus 100% of all drafting and other work performed to the date of notice of abandonment or suspension.

(c) The Architect-Engineer shall be paid the actual cost of reproducing any plans and specifications required in addition to the 15 sets to be furnished in accordance with Article 1 of this contract.

3. PAYMENTS. - Payments to the Architect-Engineer on account of his fee shall be made as follows:

- (a) Upon completion of the preliminary studies, a sum equal to twenty-five (25)

percent of the total fee computed upon a reasonable estimated cost.

(b) Upon completion of specifications and general working drawings, a sum sufficient to increase payments on the fee to seventy-five (75) per cent of the fee arising from this agreement, computed upon a reasonable cost estimated on such completed specifications and drawings.

(c) From time to time during the execution of work, and in proportion to the amount of service rendered by the Architect-Engineer, payments shall be made until the aggregate of all payments made on account of the fee under this Article shall be a sum equal to the total fee arising from this agreement, computed upon the final cost of the work.

(d) No deductions shall be made from the Architect-Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

4. SURVEY, BORINGS AND TESTS. - The Owner shall, so far as the work under this agreement may require, furnish the Architect-Engineer 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, if required.

5. SUPERVISION OF THE WORK. - The Architect-Engineer, or his authorized representative, shall make all necessary inspections of the work to verify the quality of the materials, equipment, and workmanship employed in the work. He will endeavor to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts.

6. PRELIMINARY ESTIMATES. - When requested to do so, the Architect-Engineer will furnish preliminary estimates on the cost of the work, but he does not guarantee the accuracy of such estimates.

7. DEFINITION OF THE COST OF THE WORK. - The cost of the work, as herein referred to, means the cost to the Owner of work on which professional services are rendered by the Architect-Engineer, exclusive of the Architect-Engineer's fee.

8. OWNERSHIP OF DOCUMENTS. - Drawings and specifications, being instruments of service, are the property of the Architect-Engineer, whether the work for which they are made be executed or not. However, a complete set of drawings and specifications will be furnished the Owner for his information and record.

9. SUCCESSORS AND ASSIGNMENTS. - The Owner and the Architect-Engineer each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Architect-Engineer shall assign, sublet, or transfer his interest in this agreement without the written consent of the other.

10. SPECIAL PROVISIONS. - The Architect-Engineer agrees to submit copies of plans and specifications to the Texas State Department of Health (Hospital Survey and Construction Division) for the necessary action of that agency.

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

The Owner and the Architect-Engineer 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.

ATTEST:

Thomas J. Hood, County Clerk

(SEAL)

COUNTY OF TITUS (Texas)

Owner

By W. W. Mason, County Judge, County of Titus

WYATT C. HEDRICK, ARCHITECT-ENGINEER

By Grady Miller, Authorized Agent

-----  
There being no further business before the Court, motion was made by Commissioner Ponder  
and seconded by Commissioner Roper to adjourn. Motion carried.  
-----