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Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Houston, Texas
July 11, 1970
VOLUME NO. 3

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Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Houston, Texas

July 11, 1970

The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at ten o'clock a.m. July 11, 1970.

PRESENT:

Members: Mr. R. E. McGee of Houston
          Mr. J. Harold Bates of Houston
          Mr. Douglas Bergman of Dallas
          Mr. Walter Todd of Dallas
          Mr. Roy Maness of Beaumont
          Mr. Joe Bob Golden of Jasper
          Mr. Sam Tanner of Longview
          Mr. James I. Perkins of Rusk

          Mr. C. G. Haas of Nacogdoches, Secretary

ABSENT:

Member: Mrs. Lera Thomas of Houston

PRESENT: Dr. R. W. Steen, President of the University
Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that the Minutes of the meeting held on April 27, 1970, in Nacogdoches, Texas, be approved.

Upon motion of Regent Maness, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the salary of R. W. Steen, President of the University, be increased by $5,000 beginning September 1, 1970, which increase is to be paid from contributions made to the President's Contingency Fund.

Upon motion of Regent Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Mr. Robert William Yeagy, 27, M. S. (Louisiana State University; Ph. D. expected by Fall 1970), Assistant Professor of Mathematics at a salary rate of $11,000; without Ph.D. salary will be $10,000 for nine months, effective Fall Semester 1970.

2. Mrs. Jaye Jean Colwell, 38, B. A. (Stephen F. Austin State University; M. A. expected by Fall 1970), Instructor of English at a salary rate of $7,000 for nine months, effective Fall Semester 1970.

3. Mr. Gerald Eugene Sitton, 36, M. A. (Stephen F. Austin State University), Assistant Professor of Secondary Education at a salary rate of $10,000 for nine months, effective Fall Semester 1970.

4. Dr. Seymour Ira Somberg, 53, D. F. (Duke University) Director of Forestry Research and Professor of Forestry at a salary rate of $11,500 for nine months, effective Fall Semester 1970.

5. Dr. Hershel Leonard Jones, 34, Ph.D. (University of Oklahoma), Assistant Professor of Geology at a salary rate of $11,000 for nine months, effective Fall Semester 1970.

6. Miss Sharon Huddleston, 24, M.Ed. (Stephen F. Austin State University) Instructor of Health and Physical Education for Women at a salary rate of $8,000 for nine months, effective Fall Semester 1970.

7. Dr. Windel Lee Dickerson, 32, Ph.D. (University of Texas), Associate Professor of School Services at a salary rate of $13,250 for nine months, effective Fall Semester 1970.

8. Mr. William Joseph Mosley, Jr., 26, M. A. (University of Arkansas), Instructor of English at a salary rate of $8,000 for nine months, effective Fall Semester 1970.
9. Mr. Charles Dean Fisher, 36, M. S. (University of Michigan, Ph.D. expected by Fall 1970), Assistant Professor of Biology at a salary rate of $10,500 for nine months, effective Fall Semester 1970.

10. Mr. Stanley Howard Henderson, 27, B. A. (Wheaton College; M. A. expected by Fall 1970 from University of Texas), Instructor of Mathematics at a salary rate of $7,725 for nine months, effective Fall Semester 1970.

11. Miss Sandra Sue Cole, 25, M.Ed. (Stephen F. Austin State University), Instructor of Health and Physical Education for Women, at a salary rate of $8,000 for nine months, effective Fall Semester 1970. Miss Cole was employed during the academic year 1969-70.

12. Miss Carolyn Joyce Miller, 32, B. S. (Wayland College; M.Ed. expected by Fall 1970 from Stephen F. Austin State University), Instructor of Health and Physical Education for Women at a salary rate of $8,000 for nine months, effective Fall Semester 1970.

13. Mr. David Foster Hales, 25, M. A. (Oklahoma University; Ph.D. expected by Fall 1970), Assistant Professor of Political Science at a salary rate of $10,000 for nine months, effective Fall Semester 1970.

14. Mr. Earnest A. Golden, 55, M. F. (Louisiana State University), Lecturer of Forestry (one-fourth time) at a salary rate of $1,100 for four and one-half months, effective Fall Semester 1970.

15. Mr. Austin Albert Sartin, Jr., 34, M. S. (University of Arkansas; Ph.D. expected by Fall 1970 from Southern Methodist University), Assistant Professor of Geology at a salary rate of $10,250 for nine months, effective Fall Semester 1970.

16. Mr. Charles I. Dorsett, 24, M. S. (Stephen F. Austin State University), Instructor of Mathematics at a salary rate of $8,175 for nine months effective Fall Semester 1970. Mr. Dorsett's name was erroneously omitted from the 1970-71 budget.

17. Mr. Carter L. Franklin, 32, M. A. (Stephen F. Austin State University), Instructor of Health and Physical Education for Men and Assistant Football Coach at a salary rate of $9,000 for nine months effective Fall Semester 1970.

Upon motion of Regent Maness, seconded by Regent Todd, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Mr. Carter Franklin, 32, M. A. (Stephen F. Austin State University), Assistant Football Coach at a salary rate of $1,650 for one and one-half months, effective July 10, 1970.
2. Mr. George B. Mears, 45, M.A. (Sam Houston State University), Instructor of Sociology (Research) at a salary rate of $2,833.33 for three months, effective June 1, 1970.

3. Mr. Bill M. Stiles, 26, M.A. (Stephen F. Austin State University), Instructor of Sociology (Research) at a salary rate of $1,166.66 for one and one-half months, effective July 10, 1970.

4. Mr. Robert R. Martin, 41, M.Ed. (Texas Tech University), Assistant Professor of Agriculture and Supervisor of Farms (one-half time) at a salary rate of $1,708.33 for three months, effective June 1, 1970.

5. Mr. Alfred Barbre, 27, M.Ed. (Stephen F. Austin State University), Instructor of Health and Physical Education for Men at a salary rate of $1,408.33 for one and one-half months, effective June 1, 1970.

6. Mr. John Morris Daniel, 31, M.F.A. (University of Arkansas), Assistant Professor of Art at a salary rate of $1,779.15 for one and one-half months, effective June 1, 1970.

7. Dr. Nelson T. Samson, 51, Ph.D. (State University of New York College of Forestry), Professor of Forestry (Research) at a salary rate of $2,291.66 for one and one-half months, effective June 1, 1970.

8. Dr. Harold E. Abbott, 66, Ph.D. (Columbia University), Professor of Chemistry (Forestry Research) at a salary rate of $1,137 for three weeks, effective June 15, 1970.

9. Miss Freida Ruth Warner, 30, M.S. (Texas Woman's University), Instructor of Elementary Education, at a salary rate of $2,000 for three months, effective June 1, 1970.

10. Dr. Lorene S. Archer, 54, Ph.D. (East Texas State University), Visiting Professor in Elementary Education at a salary rate of $1,500 for six weeks, effective July 10, 1970.

70-70

Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Mr. Jimmie R. Kelly, 23, Supervisor of Stores and Shop in the Department of Physics, at a salary rate of $6,000 for twelve months, effective July 1, 1970.

2. Mrs. Mary Johnson Briggs, 22, B.A. (Stephen F. Austin State University), Administrative Secretary to the Dean of Liberal Arts, effective May 25, 1970, at a salary rate of $4,500 for twelve months.
Upon motion of Regent Todd, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Dr. Valentine John Belfiglio, Assistant Professor of Political Science, effective Fall Semester 1970. Dr. Belfiglio resigned to accept another position.

2. Mrs. Mary Catherine Kelly, Instructor of Health and Physical Education for Women, effective May 16, 1970. Mrs. Kelly will be moving out of the state.

3. Mr. Thomas Wesley Nicholas, Instructor of Psychology, effective May 31, 1970. Mr. Nicholas was employed on a temporary basis for the 1969-70 academic year.

4. Dr. James Lane Gillings, Assistant Professor of Sociology, effective May 31, 1970. Dr. Gillings resigned to accept employment elsewhere.


7. Mr. Larry Robert Gebhardt, Assistant Professor of Music, effective May 31, 1970. Mr. Gebhardt resigned to accept employment elsewhere.

8. Mrs. Sharron Marlow Graves, Administrative Secretary to the Dean of Liberal Arts, effective June 5, 1970. Mrs. Graves resigned in order to further her education.

Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following leaves of absence be granted:

1. Miss Sue Gunter, Instructor of Health and Physical Education for Women and Intramural Director, for the academic year 1970-71, in order that she may work full time toward the Ph.D. Degree.

2. Dr. Paul A. Wood, Associate Professor and Acting Head of the Department of Geology, for the academic years 1970-71 and 1971-72, to work in Australia as a research geologist.

3. Dr. John T. Thornton, Jr., Associate Professor of Elementary Education, for the summer terms of 1970 and the academic year 1970-71, effective June 1, 1970, to accept a post-doctoral fellowship at the University of Miami.
4. Mrs. Elnita Ostrom Stanley, Assistant Professor of School Services, for eight months effective January 1, 1971, in order to continue work toward the Ed.D. Degree at Colorado State College.

5. Mrs. Vera Elizabeth Wallace, Assistant Cataloger, Library, for two months effective July 1, 1970, for personal reasons.

6. Mrs. Gloria Ann Frye, Assistant Cataloger, Library, for one and one-half months, effective July 21, 1970, to complete work on her degree in Library Service at North Texas State University.

7. Mr. George Kennedy Stephenson, Editor of Forestry Publications, for one month effective July 10, 1970, in order to travel.

70-73
Upon motion of Regent Bergman, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following changes in status be accepted:

1. Mrs. Janice S. Pattillo from Early Childhood Education Institute first summer term to Instructor of Elementary Education 100% first summer term at a salary rate of $1,250 for six weeks effective June 1, 1970. Mrs. Pattillo will fill the vacancy created by Dr. Thornton's leave of absence.

2. Dr. Forrest D. Alexander, Professor and Administrative Assistant in the Department of Mathematics from 100% TSO to 75% TSO and 25% National Science Foundation Grant for four and one-half months, effective January 12, 1971. Dr. Alexander will teach at 25% in the National Science Foundation Institute.

3. Dr. William Dean Clark, Associate Professor of Mathematics, from 100% TSO to 75% TSO and 25% Research Grant for nine months, effective Fall Semester 1970. Dr. Clark received a research grant.

4. Dr. Robert William Gruebel, Assistant Professor of Physics, from 50% research to 50% research and 50% teaching for six weeks, effective July 10, 1970. Dr. Gruebel is employed for the second summer term to teach an additional section of Physics.

5. Dr. Robert William Gruebel, Assistant Professor of Physics, from 100% TSO to 66.6% TSO and 33.3% research for nine months effective Fall Semester 1970. Dr. Gruebel received a research grant.

6. Dr. James Edward Towns from Instructor of Speech at a salary rate of $10,000 for nine months to Assistant Professor of Speech at a salary rate of $10,500 for nine months, effective Fall Semester 1970. This promotion and salary increase was made to bring Dr. Towns' rank and salary into line with salaries of others of similar education and experience.

7. Mr. Julius M. Burkett, Assistant Professor of Mathematics, from 100% teaching second summer term to 100% teaching first summer term, effective June 1, 1970. Mr. Burkett replaced Mr. Bunch in the first summer term.
8. Mr. Harold Eugene Bunch, Assistant Professor of Mathematics, from 100% teaching first summer term to 100% teaching second summer term, effective July 10, 1970. Mr. Bunch replaces Mr. Burkett in the second summer term.

9. Dr. Jack Dennis McCullough, Assistant Professor of Biology, from a salary of $10,900 for nine months to a salary rate of $11,175 for nine months, effective Fall Semester 1970. This adjustment was made to bring Dr. McCullough's salary in line with salaries of others of similar education and experience.

10. Miss Jane Shannon Osborne, Instructor of Health and Physical Education for Women, from a salary rate of $8,675 for nine months to a salary rate of $8,800 for nine months, effective Fall Semester 1970. Change made to adjust Miss Osborne's salary to be equivalent with others in the department.

11. Mrs. Susanna Sheffield Duncan, Instructor of English, from 50% teaching at a salary rate of $3,900 for nine months to 75% teaching at a salary rate of $5,850 for nine months, effective Fall Semester 1970.

12. Mrs. Carolyn Stokes Foster, Instructor of English, from 50% teaching at a salary rate of $3,900 for nine months to 75% teaching at a salary rate of $5,850 for nine months, effective Fall Semester 1970.

13. Dr. William Thomas Young, Assistant Professor of Music, from 100% TSO at a salary rate of $1,833.33 for one and one-half months to 50% TSO at a salary rate of $916.67 and 50% research at a salary rate of $916.66 for one and one-half months, effective July 10, 1970. Dr. Young will be working part-time under an HEW grant.

14. Dr. Danny Joe Beaty, Associate Professor of Music, from 50% TSO second summer term at a salary rate of $1,016.66 for six weeks to 100% TSO second summer term at a salary rate of $2,083.32 for six weeks, effective July 10, 1970. Dr. Beaty's teaching assignment is changed to handle course loads more effectively.

15. Dr. Harold M. Clements from Associate Professor of Sociology at a salary rate of $12,700 for nine months to Associate Professor and Head of the Department of Sociology at a salary rate of $13,200 for nine months, effective Fall Semester 1970. Dr. Clements will fill the vacancy created by the resignation of Dr. Houseworth.

16. Dr. John C. Austin, Assistant Professor of Secondary Education, from a salary rate of $2,875 for three months to a salary rate of $3,125 for three months, effective June 1, 1970. Dr. Austin will be working on Region VII Research Project.

17. Dr. Odis O. Rhodes, Assistant Professor of Elementary Education, from a salary rate of $1,862.50 for three months to a salary rate of $2,000 for three months, effective June 1, 1970. Dr. Rhodes will be working on Region VII Research Project.
18. Dr. Bennat Curtis Mullen, Assistant Professor of Secondary Education, from a salary rate of $3,833.34 for three months to a salary rate of $4,375 for three months, effective June 1, 1970. Dr. Mullen will be working on Region VII Research Project.

19. Dr. Bennat Curtis Mullen, Assistant Professor of Secondary Education, from a salary rate of $9,000 for nine months to a salary rate of $9,845 for nine months, effective Fall Semester 1970. Dr. Mullen will be working on Region VII Research Project.

70-74

Upon motion of Regent Bates, seconded by Regent Bergman, with all Regents voting aye, it was ordered that:

The biennial legislative request for appropriations for fiscal years 1972 and 1973 as submitted under separate cover be approved for submission to the Coordinating Board, the Legislative Budget Bureau and the Governor's Budget Office.

70-75

Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that:

The contract for $335,000 with L. Richardson and Sons Company for the construction of the Data Processing Center be approved and the Chairman of the Board be authorized to sign the contract, as follows:

\[
\text{CONTRACT}
\]

\[
\text{THE STATE OF TEXAS}
\]

\[
\text{COUNTY OF NACOGDOCHES}
\]

\[
\text{KNOW ALL MEN BY THESE PRESENTS:}
\]

\[
\text{THIS AGREEMENT, made this the 11th day of July, 1970; by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its president, hereinafter called "Owner" and L. RICHARDSON AND SONS, INC., LUFKIN, TEXAS, hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled DATA PROCESSING BUILDING, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marseilles & Scott, Architects - Engineers, Lufkin, Texas, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of this Contract, the Drawings and Specifications.}
2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Drawings entitled "DATA PROCESSING CENTER", Specifications entitled "DATA PROCESSING BUILDING", STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions"; and the following:

Addendum No. 2, dated June 6, 1970, page 1-5 inclusive and Detail Sheet E-1.

Addendum No. 3, dated June 17, 1970, pages 1-2 and Detail Sheet 5E/7.

Addendum No. 4, dated June 19, 1970 page 1.

1. This Contract is to cover the General Contract Work, Plumbing, Heating and Air Conditioning, and Electric Work, complete. The said Drawings, and each and all said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 210 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day the work remains unfinished as specified in Paragraph 1.1.8 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein. THREE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($335,000.00), out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Constitutional Tax - University Building Funds. The basis of the above Contract price is as follows:

| Base Bid          | $335,000.00 |

The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work,
a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 3444, Acts 56th legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:
a) Compensation and Employer's Liability Insurance: As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Public Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $100,000.00, each occurrence $300,000.00 aggregate.

c) Automotive Public Liability and Property Damage Insurance: Covering all automobiles and motor vehicles used in Contractor's operations on the campus of the University in an amount not less than $300,000.00 for injuries including death to any one person and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $300,000.00 each occurrence.

d) Include Broad Form Property Damage Insurance: Remove "XCV" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

e) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at this expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. Bodily Injury
   $ 300,000.00 (each person)
   $ 500,000.00 (each occurrence)

2. Property Damage
   $ 100,000.00 (each occurrence)
   $ 300,000.00 (aggregate)

f) Completed Operations: Continue coverage in force for one year after completion of work.

g) Indemnify, protect and hold harmless the Owner and Architect and their agents and employees from any and all claims, demands, acts of destruction, loss or damage to property, injury to or death of Contractor's employees, Owner's employees, and any and all persons whomsoever growing out of, or in any way connected with Contractor's operations upon the campus of the above described University. Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with
a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance:** The Contractor shall provide **Builder's Risk Insurance** as specified in Paragraph 1.6 of Specifications of Addendum No. 2, on a 100% completed value basis, in the names of the Contractor, Owner and Architect.

The Owner will purchase and maintain such steam boiler insurance as may be required by the Contract Documents or by law.

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

9. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

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<tr>
<td>Labor</td>
<td>$154,100.00</td>
</tr>
<tr>
<td>Materials</td>
<td>180,900.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$335,000.00</strong></td>
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IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ C. G. Haas
Witness

By /s/ R. E. McGee
President

L. RICHARDSON AND SONS, INC.
LUFKIN, TEXAS

/s/ Jo Ann P. Mott
Witness

By /s/ Delbert F. Richardson V. P.

READ AND EXAMINED:

/s/ C. G. Haas
Secretary
Board of Regents, Stephen F. Austin State University

3-11
APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS /s/ John Reeves
Assistant

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.

PERFORMANCE BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1) L. RICHARDSON & SON, INC. of (2) LUFKIN, TEXAS hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY OF MARYLAND of BALTIMORE State of MARYLAND, hereinafter called the Surety, are held and firmly bound into (4) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS hereinafter called Owner, in the penal sum of THREE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS ($335,000.00) in lawful money of the United States, to be paid in (5) NACOGDOCHES, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, the Owner, dated the 6th day of July, A. D., 1970, a copy of which is attached hereto and made a part hereof Data Processing Building at Stephen F. Austin State University (Herein called the "Work").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished

3-12
by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in FOUR counterparts, each one of which shall be deemed an original, this the 6th day of July, A. D., 1970.

ATTEST:

/s/ Leonard K. Richardson
Principal

/by /s/Delbert F. Richardson
Secretary

SEAL

/s/ Jo Ann P. Mott
Witness as to Principal
1909 Montclair
Lufkin, Texas
(Address)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

/by /s/ Douglas L. Stockman
Attorney-in-Fact

(by Surety) Secretary

/s/ Mary Englishbee
Witness as to Surety
1001 First City National Bk. Bldg.
Houston, Texas
Address

3-13
NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1) L. RICHARDSON & SON, INC.
a (2) corporation of LUFKIN, TEXAS hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY OF MARYLAND of BALTIMORE, State of MARYLAND hereinafter called the Surety, are held and firmly bound unto (4) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for or perform labor upon the building or improvements hereinafter referred to in the penal sum of THREE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($335,000.00) in lawful money of the United States, to be paid in (5) NACOGDOCHES, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, the Owner, dated the 6th day of July, A. D., 1970, a copy of which is hereto attached and made a part hereof for the construction of: Data Processing Building at Stephen F. Austin State University.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.
PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 6th day of July A. D., 1970.

ATTEST:

/s/ Leonard K. Richardson
(Principal) Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By /s/ Delbert F. Richardson

/s/ Jo Ann P. Mott
Witness as to Principal
1909 Montclair
Lufkin, Texas
(Address)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By /s/ Douglas L. Stockman
Attorney-in-Fact

/s/ Mary Englishbee
Witness as to Surety
1001 First City Nat'l. Bk. Bldg.
Houston, Texas
(Address)

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Golden, seconded by Regent Perkins, with all Regents voting aye, it was ordered that:

The contract for $194,200 with Pigg Construction Company for the renovation of the Austin Building be approved and the Chairman of the Board be authorized to sign the contract, as follows:

CONTRACT

THE STATE OF TEXAS \\
COUNTY OF NACOGDOCHES \\

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 11th day of July, 1970, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and PIGG CONSTRUCTION COMPANY, CENTER, TEXAS hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the specifications entitled AUSTIN BUILDING RENOVATIONS - PHASE III, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marsellos & Scott, Architects - Engineers, Lufkin, Texas, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of this Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Drawings and Specifications entitled "AUSTIN BUILDING RENOVATIONS - PHASE III, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions"; and the following:

Addendum No. 1, dated July 1, 1970, pages 1-5 inclusive.


1. This Contract is to cover the General Contract Work, Plumbing, Heating and Air Conditioning, Electric Work and Elevator complete. The said Drawings, and each and all said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided
that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed as follows:

   The Contractor shall complete the Project as expeditiously as possible and with as little delay as possible.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, ONE HUNDRED NINETY FOUR THOUSAND AND TWO HUNDRED DOLLARS ($194,200.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Appropriations of House Bill No. 2 of the 61st Legislature Second Called Session. The basis of the above Contract Price is as follows:

   Base Bid - $194,200.00

   The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.
5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 3444, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) Compensation and Employer's Liability Insurance: As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Public Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $100,000.00, each occurrence $300,000.00 aggregate.

c) Automotive Public Liability and Property Damage Insurance: Covering all automobiles and motor vehicles used in Contractor's operations on the campus of the University in an amount not less than $300,000.00 for injuries including death to any one person and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $300,000.00 each occurrence.

d) Include Broad Form Property Damage Insurance. Remove "EXC" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.
e) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. Bodily Injury
   - $300,000.00 (each person)
   - $500,000.00 (each occurrence)

2. Property Damage
   - $100,000.00 (each occurrence)
   - $300,000.00 (aggregate)

f) Completed Operations: Continue coverage in force for one year after completion of work.

g) Indemnify, protect, and hold harmless the Owner and Architect and their agents and employees from any and all claims, demands, acts of destruction, loss or damage to property, injury to or death of Contractor's employees, Owner's employees, and any and all persons whatsoever growing out of, or in any way connected with Contractor's operations upon the campus of the above described University. Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. Builder's Risk Insurance: The Contractor shall provide Builder's Risk Insurance as specified in Paragraph 1.6 of Specifications in the amount of $500,000.00 in the names of the Contractor, Owner and Architect, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law.

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

9. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
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</tr>
<tr>
<td>Materials</td>
<td>$134,200.00</td>
</tr>
<tr>
<td>Total</td>
<td>$194,200.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

By /s/ C. G. Haas
Witness

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
President

PIGG CONSTRUCTION COMPANY
CENTER, TEXAS

ATTEST:

/s/Julia Pigg
Secretary

By /s/Franklin Pigg
President

READ AND EXAMINED:

/s/ C. G. Haas
Secretary

Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS /s/ John Reeves
Assistant

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
PERFORMANCE BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) PIGG CONSTRUCTION COMPANY of (2) Center, Texas hereinafter called Principal and (3) GENERAL INSURANCE COMPANY OF AMERICA of Seattle State of Washington, hereinafter called the Surety, are held and firmly bound into (4) Stephen F. Austin State University hereinafter called Owner, in the penal sum of One Hundred Ninety Four Thousand Two Hundred and No/100 DOLLARS ($194,200.00), in lawful money of the United States, to be paid in (5) Nacogdoches, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) Stephen F. Austin State University, the Owner, dated the 11th day of July, A. D., 1970, a copy of which is attached hereto and made a part hereof for the construction of: General contract work including mechanical, electrical and plumbing for the construction of renovation - Austin Building - Phase III.

(Herein called the "Work").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.
PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this the 11th day of July, A. D., 1970.

ATTEST:

PIGG CONSTRUCTION COMPANY
Principal

BY /s/ Franklin Pigg

(By Principal) Secretary

SEAL

/s/ R. L. Cooper
Witness as to Principal

(Address)

ATTEST:

GENERAL INSURANCE COMPANY OF AMERICA
Surety

BY /s/ Earl G. Lee

(Surety) Secretary

Attorney-in-Fact

/s/ T. L. Morse
Witness as to Surety

Mitchell, Gartner & Thompson
3733 Republic National Bank Tower
Dallas, Texas 75201
Address
NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) PIGG CONSTRUCTION COMPANY of Center, Texas hereinafter called Principal and (3) GENERAL INSURANCE COMPANY OF AMERICA of Seattle, State of Washington hereinafter called the Surety, are held and firmly bound unto (4) Stephen F. Austin State University hereinafter called Owner, unto all persons, firms and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of One Hundred Ninety Four Thousand Two Hundred and No/100 Dollars ($194,200.00) in lawful money of the United States, to be paid in (5) Nacogdoches, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Stephen F. Austin State University, the Owner, dated the 11th day of July, A. D., 1970, a copy of which is hereto attached and made a part hereof for the construction of: General Contract work including mechanical, electrical and plumbing for the construction of renovation - Austin Building - Phase III

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 3lu, Acts 56h Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 3lu, Acts 56th Legislature, Regular Session, 1959.
PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this the 11th day of July A.D., 1970.

ATTEST:

PIGG CONSTRUCTION COMPANY
Principal

/s/ Julia Pigg
(Principal) Secretary

BY /s/ Franklin Pigg

SEAL

/s/ R. L. Cooper
Witness as to Principal

(Address)

ATTEST:

GENERAL INSURANCE COMPANY OF AMERICA
Surety

/s/ Earl G. Lee
Attorney-in-Fact

(Surety) Secretary

/s/ T. L. Morse
Mitchell, Gartner & Thompson
3733 Republic National Bank Tower
Dallas, Texas 75201
Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor.
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

The contract for $95,900.00 with L. Richardson and Sons Company for the construction of the Austin Plazas be approved and the Chairman of the Board be authorized to sign the contract, as follows:

CONTRACT

THE STATE OF TEXAS
CITY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 11th day of July, 1970, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and L. RICHARDSON AND SONS, INC., LUFKIN, TEXAS 75901, hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled DATA PROCESSING BUILDING - AUSTIN PLAZA EAST - AUSTIN PLAZA WEST, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marsellos & Scott, Architects - Engineers, Lufkin, Texas, acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of this Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Drawings and Specifications entitled "DATA PROCESSING BUILDING" AUSTIN PLAZA EAST - AUSTIN PLAZA WEST, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions"; and Drawing Sheets 9-12 inclusive and SME-1 and SME-2 and the following:

Addendum, No. 1, dated June 5, 1970, pages 1-7 inclusive and 2A of Proposal; and detail sheets as listed in "Index - Detail Sheets".

Addendum No. 2, dated June 6, 1970, pages 1-5 inclusive and Detail Sheet E-1.
1. This Contract is to cover the General Contract Work, Plumbing, and Electric Work, complete. The said Drawings, and each and all said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed as follows:

The Contractor shall make every effort to complete that portion of Austin Plaza East shown on the drawings to be completed by August 15, 1970 by that date. If he cannot complete it by that date, the completion time on that portion will be extended to September 15, 1970.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, NINETY FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($95,900.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Pledged Revenue Property Surplus Funds. The basis of the above Contract Price is as follows:

| Base Bid | $95,900.00 |

The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and
when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) Compensation and Employer's Liability Insurance: As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Public Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $100,000.00, each occurrence $300,000.00 aggregate.
c) **Automotive Public Liability and Property Damage Insurance:**
Covering all automobiles and motor vehicles used in Contractor's operations on the campus of the University in an amount not less than $300,000.00 for injuries including death to any one person and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one accident; Property Damage Insurance in an amount not less than $300,000.00 each occurrence.

d) **Include Broad Form Property Damage Insurance; Remove "XCV" Exclusions (Explosion, collapse, underground property damage).**
Include damage to underground wiring, conduits, piping.

d) **Contractual Liability Insurance:** As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. **Bodily Injury**
   - $300,000.00 (each person)
   - $500,000.00 (each occurrence)

2. **Property Damage**
   - $100,000.00 (each occurrence)
   - $300,000.00 (aggregate)

f) **Completed Operations:** Continue coverage in force for one year after completion of work.

g) **Indemnify, protect and hold harmless the Owner and Architect and their agents and employees from any and all claims, demands, acts of destruction, loss or damage to property, injury to or death of Contractor's employees, Owner's employees, and any and all persons whomsoever growing out of, or in any way connected with Contractor's operations upon the campus of the above described University. Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the abovementioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance:** The Contractor shall provide Builder's Risk Insurance as specified in Paragraph 1.6 of Specifications of Addendum No. 2, on a 100% completed value basis in the names of the Contractor, Owner and Architect.

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements
and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

9. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$47,000.00</td>
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<tr>
<td>Materials</td>
<td>48,900.00</td>
</tr>
<tr>
<td>Total</td>
<td>$95,900.00</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHENV F. AUSTIN STATE UNIVERSITY

By /s/ C. G. Haas
Witness

By /s/ R. E. McGee
President

L. RICHARDSON AND SONS, INC.

LUFKIN, TEXAS
Address

SEAL

By /s/ Delbert F. Richardson, V. P.

/s/ Jo Ann P. Mott
Witness

READ AND EXAMINED:

/s/ C. G. Haas
Board of Regents, Stephen F. Austin State University

SECRETARY

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS /s/ John Reeves
Assistant

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
THE STATE OF TEXAS

COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1) L. RICHARDSON & SON, INC. of (2) LUFKIN, TEXAS hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY OF MARYLAND of BALTIMORE State of MARYLAND, hereinafter called the Surety, are held and firmly bound into (4) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS hereinafter called Owner, in the penal sum of NINETY-FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($95,900.00), in lawful money of the United States, to be paid in (5) NACOGDOCHES, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, the Owner, dated the 6th day of July, A. D. 1970, a copy of which is attached hereto and made a part hereof for the construction of: concrete and brick sidewalks, planters, benches and walls at site of Data Processing Building at Stephen F. Austin State University.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications
accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 5th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 6th day of July A. D., 1970.

ATTEST:

/s/ Leonard K. Richardson
(Principal) Secretary

/s/ Delbert F. Richardson
By /s/ L. RICHARDSON & SON, INC.
Principal

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

/s/ Jo Ann P. Mott
Witness as to Principal

/s/ Douglas L. Stockman
By /s/ Fidelity and Deposit Company of Maryland
Address
(Address)
Attorney-in-Fact

1909 Montclair
Lufkin, Texas

(Surety) Secretary
NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS
COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1) L. RICHARDSON & SONS, INC., a (2) CORPORATION of LUFKIN, TEXAS hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY OF MARYLAND of BALTIMORE, State of MARYLAND hereinafter called the Surety, are held and firmly bound unto (4) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements herein-after referred to in the penal sum of NINETY-FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($95,900.00) in lawful money of the United States, to be paid in (5) NACOGDOCHES, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, the Owner, dated the 6th day of July, A. D., 1970, a copy of which is hereto attached and made a part hereof for the construction of: concrete and brick sidewalks, planters, benches, and walls at site of Data Processing Building at Stephen F. Austin State University.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 3141, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

3-32
This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 6th day of July, A.D. 1970.

ATTEST:

/s/ Leonard K. Richardson
(Principal) Secretary

/s/ Jo Ann P. Mott
Witness as to Principal
1909 Montclair, Lufkin, Texas
(Address)

ATTEST:

/s/ Mary Englishbee
Witness as to Surety
1001 First City National Bk. Bldg.
Houston, Texas
(Address)

L. RICHARDSON & SON, INC.
Principal

By: /s/ Delbert F. Richardson

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By /s/ Douglas L. Stockman
Attorney-in-Fact

NOTE: Date of Bond must not be prior to date of Contract

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that:

The contract for the use of the University Stadium by the Nacogdoches Independent School District be approved and the Chairman of the Board be authorized to sign the contract, as follows:

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Nacogdoches Independent School District wishes to make certain stipulated use of the athletic facilities of Stephen F. Austin State University, as enumerated herein.

NOW THEREFORE BE IT KNOWN: That this Agreement is made on this the 11 day of July in the year of our Lord 1970 between the Board of Regents of Stephen F. Austin State University, acting for and in behalf of Stephen F. Austin State University, Nacogdoches, Texas, and known hereinafter as the Party of the First Part, and the Board of Education of the Nacogdoches Independent School District, known hereinafter as the Party of the Second Part, to wit:

1. The Board of Regents of Stephen F. Austin State University does hereby agree to permit the Nacogdoches Independent School District to use the Football Field, the Stadium (excluding dressing rooms), and the Track at the Stephen F. Austin State University for the purpose of playing thereon and therein their regularly matched and scheduled football games and athletic track contests for the high schools' and junior high schools' football and track teams.

2. The athletic teams of the Stephen F. Austin State University shall have priority rights to the use of all facilities herein indicated and involved, and the duly authorized representatives of the Board of Education of the Nacogdoches Independent School District shall consult with the duly authorized representatives of the Stephen F. Austin State University before scheduling any football game, or track events, in or on said facilities. It is the declared intention of both Parties, however, that all matters pertaining to the scheduling of games and events shall be worked out cooperatively and in a spirit of mutual good will with the understanding, knowledge, and consent of both Parties involved.

3. It is agreed that the Nacogdoches Independent School District will limit the number of football games played in said Stadium and on said Athletic Field to thirteen (13) in any one football season and will limit the track meets to eight (8) in any one season. In addition, no event will be scheduled in the stadium in the night preceding the University
"Home Coming" Game. The only exception to this limit of thirteen (13) games shall be in the case of a team representing the Nacogdoches Independent School District being required to play in a district, regional, or championship game or event extending beyond those regularly scheduled. It is also agreed that after the 1970 season the use of the stadium will be restricted to the varsity teams of the Nacogdoches Independent School System.

4. It is hereby agreed and understood that in renting to the Nacogdoches Independent School District the aforementioned Stadium (excluding Dressing Rooms), Football Field and Track for use as herein indicated, the Stephen F. Austin State University will not provide or be asked to provide, over and above the plants and facilities herein previously indicated, any athletic equipment or supplies needed by teams representing the Nacogdoches Independent School District in order to play any games, or events. The Nacogdoches Independent School District does herein agree to provide its own teams with all such equipment and supplies necessary for the games or athletic contests in which these teams do and will participate.

5. In football games and at track contests in which teams representing the Nacogdoches Independent School District are participants, the Stephen F. Austin State University does herein agree to permit the duly authorized representatives of the Nacogdoches Independent School District the free use of any concession stands owned by the University at or adjacent to the Stadium and grounds, and does herein give to the Nacogdoches Independent School District the full and complete rights for the sale and distribution of all concessions for all games and athletic contests in which the teams of said Nacogdoches Independent School District shall participate, and in which use will be made of the facilities of the Stephen F. Austin State University herein indicated.

6. In no event shall the Stephen F. Austin State University be liable for any injury to any person, or property damage incurred during or in connection with any athletic event, or the use of any facilities herein indicated, staged by and/or under the supervision of the Board of Education of the Nacogdoches Independent School District or its authorized representatives, and the Party of the Second Part does hereby agree to hold the Party of the First Part harmless for, of, and from all claims for any such damage which may be incurred.

7. It is agreed that the Nacogdoches Independent School District will pay to the Stephen F. Austin State University a rental of Three Hundred Dollars ($300.00) per game, said sum to be due and payable on or before December 15 of each year of this Agreement.

8. The Stephen F. Austin State University does herein agree to have a duly authorized representative on hand at each scheduled use of the Stadium and/or Track, and Football Field, said representative to be responsible for seeing that the facilities are open and available for use, and that the lights are turned on and in usable condition. The University further agrees to replace needed lights that are burned out in electrical fixtures necessary for the satisfactory use of the facilities herein indicated.
9. It is further agreed that in the event either Party uses the electric scoreboard which is within the stadium grounds, the Party using the said scoreboard will pay for any qualified operator necessary for its use, and it is further agreed by the Board of Education of the Nacogdoches Independent School District that any individual selected by it for the operation of said scoreboard will be approved by the duly authorized representative of the Stephen F. Austin State University. Further, it is agreed that each Party will pay for any costs incurred by it in the use of any radio and/or loud speaker equipment which the Party using said equipment and material may use in connection with its scheduled athletic contests.

10. This Contract shall be operative and in effect for a period of one (1) year from September 1, 1970 to August 31, 1971.

THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

By: /s/ R. E. McGee
Chairman

BY: /s/ John Reeves
Assistant Attorney General

BOARD OF EDUCATION OF THE NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

BY: /s/ Charles Wright
President

70-79
Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

Change Orders Nos. 4, 5 and 6 to the contract with H. A. Lott, Inc., for the construction of the Music, Forestry and Home Economics Buildings for a total value of $21,039.03 be approved and the Chairman of the Board be authorized to sign the Change Order.

70-80
Upon motion of Regent Maness, seconded by Regent Bergman, with all Regents voting aye, it was ordered that:

The Utilities Easement to Texas Power and Light Company for the construction and erection of an overhead power line across the University Dairy Farm be approved and the President of the University be authorized to sign the easement.

70-81
Upon motion of Regent Todd, seconded by Regent Bergman, with all Regents voting aye, it was ordered that:

The following construction projects be accepted as complete, subject to certificates of completion by the architects and that the University be authorized to make final payment therefor:
1. East College Street Extension
2. Home Economics Building
3. Forestry Building
4. Music Building
5. Beef Farm Equipment Shop Building

70-82
Upon motion of Regent Bates, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following appropriations from pledged property surpluses be approved:

1. $3,000 for engineering services on base mapping
2. $6,000 for 336 mattresses for Dormitories 1, 2 and 3.

70-83
Upon motion of Regent Bates, seconded by Regent Bergman, with all Regents voting aye, it was ordered that:

$5,000 be appropriated from pledged properties surplus to finance 25 poverty scholarships of $200 each.

70-84
Upon motion of Regent Perkins, seconded by Regent Bates, with all Regents voting aye, it was ordered that:

The University be authorized to dismantle for salvage the hay barn located north of the Agriculture Building in the area formerly used as a beef farm.

70-85
Upon motion of Regent Todd, seconded by Regent Bates, with all Regents voting aye, it was ordered that the following curriculum items, approved by the University undergraduate and graduate curriculum committees, be approved:

COURSES ADDED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Economics 321</td>
<td>Apparel Design: Draping</td>
<td>3</td>
</tr>
<tr>
<td>Accounting 101</td>
<td>Introduction to Computer Systems</td>
<td>3</td>
</tr>
<tr>
<td>*English 444</td>
<td>Linguistics</td>
<td>3</td>
</tr>
<tr>
<td>*History 432</td>
<td>History of Mexico (1810-present)</td>
<td>3</td>
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<tr>
<td>*History 459</td>
<td>The Rise of Totalitarianism (1920-1945)</td>
<td>3</td>
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<tr>
<td>*History 441</td>
<td>The Hanoverian Age (1714-1837)</td>
<td>3</td>
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<tr>
<td>Public Address 112</td>
<td>Speech Composition</td>
<td>3</td>
</tr>
<tr>
<td>*Public Address 401</td>
<td>History of Public Speaking</td>
<td>3</td>
</tr>
<tr>
<td>*Public Address 413</td>
<td>Directing Forensics</td>
<td>3</td>
</tr>
<tr>
<td>Public Address 311</td>
<td>Persuasive Speaking</td>
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<tr>
<td>Public Address 215</td>
<td>Parliamentary Procedure</td>
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*Submitted for Graduate Credit also.
### COURSES TO BE REVISED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
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<tbody>
<tr>
<td>HPE-Men 111</td>
<td>Physical Fitness and Touch Football 1</td>
<td>111</td>
<td>Flag Football 1</td>
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<tr>
<td>HPE-Men 112</td>
<td>Physical Fitness and Basketball 1</td>
<td>112</td>
<td>Basketball 1</td>
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<tr>
<td>Elementary Education 239</td>
<td>Fundamentals of Reading Instruction 3</td>
<td>139</td>
<td>Fundamentals of Reading Instruction 3</td>
</tr>
<tr>
<td>Elementary Education 414</td>
<td>Teaching Reading Through Children's Literature</td>
<td>314</td>
<td>Teaching Reading Through Children's Literature 3</td>
</tr>
<tr>
<td>Elementary Education 330</td>
<td>Reading Skills in the Elementary School 3</td>
<td>230</td>
<td>Reading Skills in the Elementary School 3</td>
</tr>
<tr>
<td>Public Address 315</td>
<td>Discussion and Parliamentary Procedure 3</td>
<td>315</td>
<td>Discussion 3</td>
</tr>
<tr>
<td>Biology 251</td>
<td>Comparative Plant Morphology 3</td>
<td>251</td>
<td>Plant Kingdom 3</td>
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### COURSES TO BE DELETED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>Public Address 352</td>
<td>Resource Materials for the Teacher 2</td>
</tr>
<tr>
<td>Public Address 101</td>
<td>Fundamentals of Speech 3</td>
</tr>
<tr>
<td>History 240</td>
<td>Introduction to Eastern Civilization 3</td>
</tr>
<tr>
<td>Modern Languages 314</td>
<td>Descriptive Linguistics 3</td>
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### COURSES ADDED: (Graduate Council)

<table>
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<tr>
<th>Department and Number</th>
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<tbody>
<tr>
<td>Psychology 575</td>
<td>Advanced Graduate Studies</td>
<td>3</td>
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<tr>
<td>Psychology 504</td>
<td>Vision</td>
<td>3</td>
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<td>Psychology 506</td>
<td>Audition</td>
<td>3</td>
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<td>Psychology 520</td>
<td>Clinical Practicum I</td>
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<tr>
<td>Psychology 521</td>
<td>Clinical Practicum II</td>
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### COURSES REVISED: (Graduate Council)

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<th>New Title and Credit</th>
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</thead>
<tbody>
<tr>
<td>Psychology 503</td>
<td>Theories of Learning 3</td>
<td>503</td>
<td>Learning 3</td>
</tr>
<tr>
<td>Psychology 507</td>
<td>Advanced Experimental Psychology 3</td>
<td>507</td>
<td>Experimental Design 3</td>
</tr>
<tr>
<td>Forestry 577</td>
<td>Advanced Graduate Studies 3</td>
<td>575</td>
<td>Advanced Graduate Studies 3</td>
</tr>
<tr>
<td>HPE-Women 525</td>
<td>Curriculum Construction in Health and Physical Education</td>
<td>525</td>
<td>Curriculum Construction in Physical Education 3</td>
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### COURSES DELETED: (Graduate Council)

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<tr>
<th>Department and Number</th>
<th>Title</th>
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<tr>
<td>Psychology 501</td>
<td>Physiological Psychology</td>
<td>3</td>
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<tr>
<td>Psychology 502</td>
<td>Seminar in Critical Issues in Psychology</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 509</td>
<td>Advanced Statistics I</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 510</td>
<td>Seminar in Perception</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 512</td>
<td>Advanced Statistics II</td>
<td>3</td>
</tr>
</tbody>
</table>

### PROGRAM ADDED:

Department of Computer Science

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By invitation of Regent Bates Mr. Stayton Nunn, Jr., of the firm of Bernard Johnson, Inc., gave a general report on the progress being made and the outline of the plan of their firm to conduct the requirements of their contract with the Board for master planning of Stephen F. Austin State University. In summary, it was reported that they were in about the third month of 12 months of work, and the current work involves the gathering of data requisite to the remaining portion of the work.

There being no further business the meeting adjourned at 12 noon.

C. G. Haas  
Secretary  
3-39