MINUTES OF
Board of Regents
of
Stephen F. Austin State University

VOLUME NO. 5
JANUARY 23, 1971
INDEX

Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Houston, Texas
January 23, 1971
VOLUME NO. 5

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

January 23, 1971

The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at two o'clock p.m., January 23, 1971.

PRESENT:

Members:  Mr. R. E. McGee of Houston
          Mr. J. Harold Bates of Houston
          Mrs. Lera Thomas 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

PRESENT:  Dr. R. W. Steen, President of the University
          Dr. John T. Lewis, III, Vice President for Academic Affairs, Stephen F. Austin State University
Upon motion of Regent Bates, seconded by Regent Maness, with all Regents voting aye, it was ordered that the minutes of the meeting of October 23, 1970, be approved.

Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that Dr. Steen be elected President of Stephen F. Austin State University for the academic year 1971-72.

Upon motion of Regent Tanner, 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. John J. Stransky, 47, M. F. (Harvard University), Instructor of Forestry (part-time) at a salary rate of $1,400 for four and one-half months, effective Spring Semester, 1971. Mr. Stransky has previously been employed in this position.

2. Mrs. Anna Martha Strybos, 34, B. S. (Stephen F. Austin State University), Teacher, University Kindergarten, at a salary rate of $375 per month for four and one-half months, effective Spring Semester, 1971. Mrs. Strybos previously held the position as Assistant Teacher, University Kindergarten.

3. Mrs. Patricia Ann Elkins, 22, B. S. (Houston Baptist College), Assistant Teacher, University Kindergarten, at a salary rate of $200 per month for four and one-half months, effective Spring Semester, 1971. Mrs. Elkins has previously been employed as a Graduate Assistant at Stephen F. Austin State University.

4. John L. Levra, 33, M. S. (Kansas State College) Athletic Director and Head Football Coach at a salary rate of $16,000 for 12 months effective January 1, 1971. Mr. Levra has been head coach at Highlands University of New Mexico for the past four years.

5. Lloyd Dean Moore, 29, M. S. (New Mexico Highlands), Assistant Football Coach at a salary of $10,000 for nine months, effective January 1, 1971. Mr. Moore has been assistant coach at New Mexico Highlands for the past four years.

6. Clifford O. Silva, 25, M. A. (New Mexico Highlands) Assistant Football Coach at a salary of $10,000 for nine months, effective January 1, 1971. Mr. Silva has been assistant coach at New Mexico Highlands for two years.

7. Mr. Curtis Carroll Bradshaw, 40, M. S., (East Texas State University) Assistant Director of Placement and Financial Aid, effective November 1, 1970, at a salary rate of $10,000 for 12 months.
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Mr. Hugo Alphonse Walter, Assistant Special Collections Librarian, effective October 31, 1970. Mr. Walter resigned to accept employment elsewhere.

2. Dr. Paul Alan Wood, Professor of Geology, effective October 21, 1970. Dr. Wood resigned for personal reasons.

3. Mr. Louis Alton Crawford, Instructor of Geography, effective May 31, 1971. Mr. Crawford is resigning in order to return to graduate school.

4. Miss Jenny Susan Harrison, Instructor of Geography, effective May 31, 1971. Miss Harrison is resigning in order to return to graduate school.

5. Mr. William A. Macauley, Instructor of Political Science, effective May 31, 1971. Mr. Macauley is resigning in order to continue his work toward the doctoral degree.

6. Mr. Harold Wayne Hill, Assistant Professor of Art, effective May 31, 1971. Mr. Hill is resigning for personal reasons.

7. Mr. James Leonard Steele, Instructor of Political Science, effective May 31, 1971. Mr. Steele is resigning in order to return to graduate school.

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

1. Dr. Calvin Pascal Barton, Assistant Professor of Mathematics, from a salary rate of $10,650 to a salary rate of $11,000 for nine months, effective Spring Semester, 1971. Dr. Barton completed all requirements for the Ph.D. on October 20, 1970.

2. Dr. James Galen Dickson, Assistant Professor of Political Science, from a salary rate of $10,000 to a salary rate of $11,000 for nine months, effective Spring Semester, 1971. Dr. Dickson has completed all requirements for the Ph.D. and the degree was conferred on December 23, 1970.

3. Mrs. Janice Sue Pattillo, Instructor of Elementary Education, from a salary rate of $8,250 for 100% TSO to a salary rate of $2,062.50 for 25% TSO, effective Spring Semester, 1971. Mrs. Pattillo will be enrolling for part-time graduate work at Texas A&M University.


5. Carter L. Franklin from Assistant Coach and Instructor of Physical Education to Instructor of Physical Education, effective January 1, 1971.
6. Ben W. Nicholson from Assistant Coach and Instructor of Physical Education to Instructor of Physical Education.

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

1. Mr. Will Bower Barclay, Instructor of Modern Languages, for the academic year 1971-72, in order that he may continue work on the doctoral degree.

2. Mr. David Albert Shows, Assistant Professor of Health and Physical Education and Supervisor of Intramurals for Men, effective Spring Semester, 1971, in order that he may complete the residence requirements for his doctorate.

Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following Room and Board rates be approved for 1971-72:

<table>
<thead>
<tr>
<th>Dormitory No. and Name</th>
<th>Fall or Spring Semester</th>
<th>Summer Terms (6 Weeks)</th>
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<tr>
<td></td>
<td>W/5 Day Meals</td>
<td>W/7 Day Meals</td>
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<tr>
<td>1 - Unit 1</td>
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<td>3 - Unit 3</td>
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<tr>
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<tr>
<td>5 - Wisely Hall</td>
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<td>9 - North Dorm</td>
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<tr>
<td>11 - Mays Hall</td>
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<tr>
<td>13 - Dorm 13</td>
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<tr>
<td>19 - Dorm 19</td>
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Apartments (without meals) Rent Per Month

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<tr>
<td>71-96; 127-166</td>
<td>75.00</td>
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<tr>
<td>200-299</td>
<td>85.00</td>
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<td>P 1-16</td>
<td>125.00</td>
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5-3-
Upon motion of Regent Golden, seconded by Regent Tanner, with all Regents voting aye, it was ordered that:

The University be authorized to obtain the engineering services of Cowan, Love and Jackson, Mechanical Engineers of Fort Worth, Texas, and that the University be authorized to pay for their services based on a proposed schedule on file in the office of the Comptroller, such services being for those miscellaneous small projects for which professional engineering services are needed and on which projects an architectural firm is not required.

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

The University be authorized to pay Thomas and Thompson Construction Company $1,728 for constructing a storm sewer and sidewalks in the area between the University's Forestry Laboratory Building and the new Federal Forestry Building on the campus.

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

The Contract with Wilson Henderson Electric Company of Longview for $18,360 for the installation of a Clock and Bell System 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:

THIS AGREEMENT, made and entered into this 23rd day of January, A. D. 1971, by and between the Board of Regents, Stephen F. Austin State University of the City of Nacogdoches, County of Nacogdoches, and State of Texas, Acting herein through its President, Party of the First Part, termed in the Contract Documents as the Owner, and Wilson Henderson, Inc. of the City of Longview, County of Gregg, and the State of Texas, Party of the Second Part, termed in the Contract Documents as the CONTRACTOR;

WITNESSETH: (1) That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:
A "Clock and Bell System for Stephen F. Austin State University." The work is fully described by the plans and specifications prepared by Cowan, Love and Jackson, Inc., Consulting Engineers, dated December 18, 1971, and all work in connection therewith, and at his (or their) own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal, and in compliance with the Performance Bond and the Payment Bond and the Contract Documents hereto attached, and with the Plans, all of which are made a part thereof and collectively evidence and constitute the Contract.

(2) Contractor agrees to commence work under this Contract within thirty (30) days from the date thereof and to complete said work ready for use on or before September 1, 1971.

In defaulting thereof, the Contractor shall be liable for liquidated damages as provided in the Contract Documents.

(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, the sum of eighteen thousand, three hundred and sixty dollars ($18,360.00), subject to additions and deductions, as provided in the General Conditions of the Contract Documents, and to make payments on account thereof as provided.

(4) To insure prompt, faithful, sufficient, and complete performance of this Contract on his part, the Contractor has attached hereto and hereby makes a part hereof, Insurance Policies or Certificates of Insurance, a Performance Bond and a Payment Bond to be satisfactory in all respects to the Owner. Said Bonds, in the full amount of the Contract price, are to insure the faithful performance of the Contract under all conditions laid down by it and the Contract Documents covering equipment furnished labor employed, workmanship, material, time of completion and delivery. Said Bonds and Policies shall hold and keep the Owner harmless and free from all liens, claims, patent infringements, liability, demands, and expenses of every kind and nature for any accident or injury to any person or persons or property, occasioned by or resulting from the prosecution of the work pursuant to the terms of the Contract.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in five (5) 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

5-5-
THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

That we Wilson Henderson, Inc. of Longview, Texas hereinafter called Principal and Massachusetts Bay Insurance Company of Boston State of Massachusetts, hereinafter called the Surety, are held and firmly bound into Stephen F. Austin State University, hereinafter called Owner, in the penal sum of eighteen thousand, three hundred and sixty dollars ($18,360.00) in lawful money of the United States, to be paid in Nacogdoches County, Texas, for 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 Stephen F. Austin State University, the Owner, dated the 23rd day of January, A. D., 1971, a copy of which is attached hereto and made a part hereof for the construction of:

A "Clock and Bell System for 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 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 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.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the 23rd day of January A. D., 1971.

ATTEST:

/s/ Edith L. Henderson
(Principal)

/s/ Jenny Lynn Burton
Witness as to Principal

Longview, Texas
Address

MASSACHUSETTS BAY INSURANCE COMPANY
Surety

Wilson Henderson, Inc.
Principal

By /s/ Wilson Henderson
President

P. O. Box 2324, Longview, Texas 75601
Address

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THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

That we Wilson Henderson, Inc. of Longview, Texas hereinafter called Principal and Massachusetts Bay Insurance Company of Boston, State of Massachusetts hereinafter called the Surety, are held and firmly bound unto 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 eighteen thousand, three hundred and sixty dollars ($18,360.00) in lawful money of the United States, to be paid in Nacogdoches County, 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 Stephen F. Austin State University, the Owner, dated the 23rd day of January, A. D., 1971, a copy of which is hereto attached and made a part hereof for the construction of:

A "Clock and Bell System for 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 341, 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 341, 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.

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, 1969, and all liabilities of 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 five counter-
parts, each one of which shall be deemed an original, this the 23rd day of

ATTEST:

/s/ Edith L. Henderson (Principal) Secretary

/seal

/s/ Jenny Lynn Burton Witness as to Principal

Longview, Texas Address

/s/ Jenny Lynn Burton Witness

Longview, Texas Address

Wilson Henderson, Inc.

Principal

By /s/ Wilson Henderson President

P. O. Box 2324, Longview, Texas 75601 Address

MASSACHUSETTS BAY INSURANCE COMPANY

Surety

By /s/ Leroy T. Zeigler Attorney-in-Fact

Approved as to form:

ATTORNEY GENERAL OF TEXAS

By /s/ John Reeves Assistant Attorney General

5-9-
71-11
Upon motion of Regent Bates, seconded by Regent Perkins, with all Regents voting aye, it was ordered that:

The final Change Order No. 2 on the Contract with Temple Associates, Inc., for the renovation of the Chemistry Building in the amount of $2,377 increase be approved and the Chairman of the Board be authorized to sign the Change Order.

71-12
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that:

The University be authorized to purchase 40 Holstein dairy cows at $550 per cow and 965 pounds of base privilege with the South Texas Producers' Association for $9 per pound, for a total price of $30,685 from Mr. J. E. Deen, dairyman in Nacogdoches County.

71-13
Upon motion of Regent Bates, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

The Contract with Suniland Company for $15,001.57 to completely furnish portions of the Austin Building 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:

THIS AGREEMENT, made this the 23rd day of January, 1971, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and SUNILAND FURNITURE COMPANY, HOUSTON, 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 described in the Specifications entitled "FURNITURE AND FURNISHINGS, AUSTIN BUILDING RENOVATIONS, PHASE III", STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, prepared by Kent, Marseles & 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, and the Specifications.
2. The "General Conditions" of the Contract, the "Supplementary Conditions", 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:

Specifications entitled "FURNITURE AND FURNISHINGS, 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 January 5, 1971, Page 1.

1. This Contract is to cover the General Contract Work complete. 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 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $50.00 per day for each consecutive calendar day the work remains unfinished as specified in Paragraph 1.23 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, FIFTEEN THOUSAND ONE AND 57/100 DOLLARS ($15,001.57), out of General Operating Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University. The basis of the above Contract price is as follows:

   Base Bid - $15,001.57
   Including $250.00 contingency fund

The Owner shall make payment on account of the Contract as provided therein as follows: After substantial completion of the entire contract has been performed, all furniture and furnishings delivered and installed, and the furniture and furnishings, including material and workmanship, have been accepted as satisfactory to the Architect, a payment of eighty five per cent (85%) of the Contract price will be due upon certificate of the Architect. 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.

5-11-
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, $100,000.00.

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) 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)

e) 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. 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.

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

SEAL

SUNIIAND FURNITURE COMPANY

HOUSTON, TEXAS

Address

/s/ H. H. Thompson, Jr.
Witness

By /s/ Robert J. Kauffman

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.
Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

The Building Use Fee for the academic year 1971-72 be set at $30 per semester and $15 for each summer term, with the increase of $17 per semester and $8.50 per summer term to be prorated on the same basis that tuition is prorated.

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

The University be authorized to obtain professional assistance in planning the issuance of a $3,000,000 to $4,000,000 bond issue supported by a student building use fee to construct a Library Building.

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

The Contract with T. G. Evans Company of Nacogdoches, Texas, for $108,944 to construct a Greenhouse 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 23rd day of January, 1971, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and T. G. EVANS COMPANY NACOGDOCHES, TEXAS 75961, 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 GREENHOUSE, 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 "GREENHOUSE," STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Special Conditions" and the following:

Addendum No. 1-R, dated December 1, 1970, Page 1-2 incl. and
Addendum No. 2-R, dated January 5, 1971, Pages 1-5 incl.

Growth Chambers shall be furnished with air cooled condensers mounted on concrete pads outside the building instead of with water cooling; with electrical service for same.

1. This Contract is to cover the General Contract Work, Landscaping, Mechanical and Electrical 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 120 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 1.21 of "Special Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, ONE HUNDRED EIGHT THOUSAND NINE HUNDRED FORTY-FOUR AND NO/100 DOLLARS ($108,944.00) out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from a Grant from the Federal Government and Constitutional Tax Building Funds available to Stephen F. Austin State University. The basis of the above Contract Price is as follows:

   Base Bid - $108,944.00

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 Contract 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

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 occurrence; 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 occurrence; 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 1.18 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) 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 whosoever 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 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>
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<tr>
<td>Materials</td>
<td>79,569.00</td>
</tr>
<tr>
<td>Total</td>
<td>$108,944.00</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
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ C. G. Haas
Witness

By /s/ R. E. Mcgee
President

T. G. EVANS COMPANY
NACOGDOCHES, TEXAS
Address

/s/ Margaret Baldwin

/s/ T. G. Evans

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
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES
KNOW ALL MEN BY THESE PRESENTS:

That we (1) T. G. EVANS COMPANY of (2) Nacogdoches, Texas 75961, an individual hereinafter called Principal and (3) ARGONAUT INSURANCE COMPANY of Menlo Park State of California, hereinafter called the Surety, are held and firmly bound into (4) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of One Hundred Eight Thousand Nine Hundred Forty Four and No/100 DOLLARS ($108,944), in lawful money of the United States, to be paid in (5) Nacogdoches County, 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) the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas the Owner, dated the 23rd day of January, A. D., 1971, a copy of which is attached hereto and made a part hereof for the construction of:

A Greenhouse Building at Stephen F. Austin State University, Nacogdoches, Texas, in accordance with plans and specifications prepared by Kent, Marsellos & Scott, Architects-Engineers. (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 5150 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 8 counterparts, each one of which shall be deemed an original, this the 23rd day of January, A. D., 1971.

ATTEST: T. G. EVANS COMPANY

By /s/ T. G. Evans
Principal (Owner)

(Principal) Secretary

BY

(SEAL)

/s/ Margaret Baldwin
Witness as to Principal

Box 57l, Tyler, Texas 75701
(Address)

ATTEST: ARGONAUT INSURANCE COMPANY

(Surety)

BY /s/ B. C. Floyd
Attorney-in-Fact

(Surety) Secretary

(SEAL)

(s/ Margaret Baldwin
Witness as to Surety

Box 57l, Tyler, Texas 75701
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.

5-21-
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) T. G. EVANS COMPANY an Individual of Nacogdoches, Texas 75961 hereinafter called Principal and (2) ARGONAUT INSURANCE COMPANY of Menlo Park, State of California hereinafter called the Surety, are held and firmly bound unto (4) Board of Regents, 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 One Hundred Eight Thousand Nine Hundred Forty Four and No/100 DOLLARS ($108,944.00) in lawful money of the United States, to be paid in Nacogdoches County, 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) the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 23rd day of January, A.D., 1971, a copy of which is hereto attached and made a part hereof for the construction of:

A Greenhouse Building at Stephen F. Austin State University, Nacogdoches, Texas in accordance with plans and specifications prepared by Kent, Marsellos, & Scott, Engineers-Architects.

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 34, 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 34, 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 8 counterparts, each one of which shall be deemed an original, this the 23rd day of January, A. D., 1971.

ATTEST:

T. G. EVANS COMPANY
BY: /s/ T. G. Evans
Principal (Owner)

ARGONAUT INSURANCE COMPANY
BY /s/ B. C. Floyd
Surety
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 Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

The following amendment to the Rules and Regulations of the Board of Regents be adopted:

Naming of Buildings and Other Facilities

Section A. Buildings and other facilities (including laboratories and clinics) of Stephen F. Austin State University may be named by the Board of Regents for deceased persons who made outstanding contributions to the University or its prestige.

Section B. Proposed names may be submitted from any source to the Council of Deans for their recommendation to the President who, if he concurs, shall submit such names, together with background reasons, to the Board of Regents for consideration; provided, however, that the Board of Regents may act without receiving a nomination from the Council of Deans, when circumstances justify such action, and particularly when a substantial donation has been made toward the construction of the building or facility to be named.

Section C. A plaque shall be placed on each new building. The plaque shall show the names of the Board of Regents in alphabetical order, and the names of those occupying the following positions on the dates of the Contract award: The Chairman of the Board of Regents, the President of the University, the Comptroller of the University, the architect, and the contractor, together with the year the contract is awarded.

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

The request for a Master of Education Degree with an Emphasis on Early Childhood Education be approved and that the University be authorized to submit this degree plan to the Coordinating Board for its approval.

Upon motion of Regent Todd, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the University be authorized to obtain bids for the construction of additional parking facilities subject to approval of the Board at its next meeting.

Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that:
The University be authorized to negotiate a contract on a cost plus basis to make certain fire safety improvements to dormitories subject to approval by the Regents at the next regular meeting.

71-21
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that:

Regent Maness be appointed to represent the Board to the Committee of Governing Boards.

The Chair appointed Regent Bergman as Chairman and Regents Tanner and Perkins as Committee members to serve as a Committee on Committees to recommend organization of the Board for the purpose of best serving the University.

There being no further business, the meeting adjourned at four o'clock p.m.

C. G. Haas
Secretary

Following adjournment informal reports were made by:

(1) Dr. Frank J. Lauderdale, Dean of the School of Business
(2) Dr. William M. Turner, Dean of the School of Fine Arts
(3) Mr. John Lynn Bailey, Executive Secretary of the Ex-Students' Association.