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Minutes of the Meeting of the Board of Regents of Stephen F. Austin State University held in Nacogdoches, Texas on April 30-May 1, 1971

**VOLUME NO. 6**

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The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at nine o'clock a.m., May 1, 1971.

PRESENT:

Members: Mr. R. E. McGee of Houston
Mr. Robert C. Gray of Austin
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 Beaumont
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
71-22
Upon motion of Regent Golden, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the minutes of the meeting of January 23, 1971, be approved.

71-23
Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that the present Board officers be re-elected for the year 1971-72.

R. E. McGee Chairman
Joe Bob Golden Vice-Chairman
C. G. Haas Secretary

71-24
The following persons appeared before the Board:

1. Dr. Blanche Phillips
2. Rep. Steve Burgess
3. Chief of Police M. C. Roebuck
4. Sheriff John Lightfoot
5. Mr. Charles Bright
6. Mr. John Lynn Bailey
7. Mr. Roy Ed Price (outgoing Student Congress President)
8. Mr. Rick Scarborough (President-Elect of Student Congress)
9. Mr. Bill Owens (Vice-President-Elect of Student Congress)

71-25
A report was made by the Committee on Committees composed of Regent Bergman, Chairman, and Regents Tanner and Perkins, members, and a request was made by the Chairman that the following four committees be approved:

1. Executive Committee
2. Building Committee
3. Finance and Administrative Relations Committee
4. Faculty Relations Committee

Upon motion of Regent Golden, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the first three committees be accepted.

71-26
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that an interim Faculty Relations Committee composed of Regent Golden, Chairman, and Regents Maness and Tanner, members, be appointed to meet with the President of the University to study employment policies and duties for a committee to follow and recommend procedures in employment matters at the next Regents meeting.
71-27
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following committee appointments be confirmed:

<table>
<thead>
<tr>
<th>Executive Committee</th>
<th>Building Committee</th>
<th>Finance Committee</th>
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<tbody>
<tr>
<td>Bergman, Chairman</td>
<td>Tanner, Chairman</td>
<td>Thomas, Chairman</td>
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<tr>
<td>Perkins</td>
<td>Golden</td>
<td>Todd</td>
</tr>
<tr>
<td>Maness</td>
<td>Gray</td>
<td>McGee</td>
</tr>
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</table>

71-28
Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the curfew be extended immediately from 11 p.m. to 12 p.m. on week nights and from 1 a.m. to 2 a.m. on Friday and Saturday nights, and that a committee composed of Regent Todd, Chairman, and Regents Thomas and Perkins, members, be appointed to study unlimited curfew hours and to report to the Board at the July meeting.

71-29
Upon motion of Regent Golden, seconded by Regent Maness, with all Regents voting aye, it was ordered that the University will not make any further payments for a full-time Director for the Ex-Students' Association after August 31, 1971, until further action of the Board, and that a letter be written to the President of the Ex-Students' Association, with a copy to the present Director, advising them of this action.

71-30
Upon motion of Regent Golden, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Art

   Mr. Charles Douglas Jones, 29, M.F.A. (University of the Americas), Assistant Professor of Art at a salary rate of $10,000 for nine months, effective Fall Semester 1971.

2. Department of Economics

   Mr. Bruce Ray Cofer, 24, M.S. (Baylor University), Instructor of Economics at a salary rate of $8,500 for nine months, effective Fall Semester 1971.
3. Department of English, Journalism and Philosophy

Mrs. Anne Gibbes Solomon, 29, M. A. (Stephen F. Austin State University) Instructor of English at a salary rate of $2,850 for four and one-half months, effective Spring Semester 1971.

Mr. James Edward Magruder, 30, M. A. (Southern Illinois University; Ph.D. expected from Southern Illinois University by Fall 1971), Assistant Professor of Philosophy at a salary rate of $10,500 for nine months; without Ph.D. rank will be Instructor and salary rate will be $9,500 for nine months, effective Fall Semester 1971.

Dr. Jerry Marvin Self, 33, Th.D. (Southwestern Baptist Theological Seminary), Lecturer in Philosophy (part-time) at a salary rate of $800 for four and one-half months, effective Fall Semester 1971.

4. School of Forestry

Dr. Jack E. Coster, 35, Ph.D. (Texas A&M University), Assistant Professor of Forestry at a salary rate of $11,250 for nine months, effective Fall Semester 1971.

5. Department of General Business

Miss Martha A. Brown, 40, M.B.A. (University of Chicago; Ph.D. expected from the University of Texas by Fall 1971), Associate Professor of General Business at a salary rate of $13,000 for nine months; without Ph.D. rank will be Assistant Professor and salary will be $11,500 for nine months, effective Fall Semester 1971.

Mr. Patrick Michael Conn, 29, B.B.A. (North Texas State University; M.B.A. from Lamar Tech expected by Fall 1971), Instructor of General Business at a salary rate of $8,500 for nine months, effective Fall Semester 1971.

Mr. Norman C. Cox, 50, M.B.A. (Louisiana Polytechnic Institute), Instructor of General Business at a salary rate of $9,000 for nine months, effective Fall Semester 1971.

Mr. Robert Arnold Swerdlow, 24, B.B.A. (Lamar Tech; M.B.A. expected from Lamar Tech by Fall 1971), Instructor of General Business at a salary rate of $8,500 for nine months, effective Fall Semester 1971.
6. Department of Health and Physical Education for Women

Miss Carolyn Joyce Miller, 33, M.Ed. (Stephen F. Austin State University), Instructor of Health and Physical Education for Women (25%), Intramurals (75%), at a salary rate of $8,000 for nine months, effective Fall Semester 1971.

7. Department of Home Economics

Mrs. Ethelind Sigloch Gibson, 40, M. S. (Kansas State University), Instructor of Home Economics (part-time) at a salary rate of $4,000 for nine months, effective Fall Semester 1971.

8. Department of Management

Mr. Bobby Gene Bizzell, 30, M.B.A. (University of Texas; Ph.D. expected by Fall 1971), Associate Professor of Management at a salary rate of $13,500 for nine months; without Ph.D. rank will be Assistant Professor and salary rate will be $11,500 for nine months, effective Fall Semester 1971.

9. Department of Political Science

Mr. Donald Dean Gregory, 34, M. S. (North Texas State University), Instructor of Political Science at a salary rate of $9,500 for nine months, effective Fall Semester 1971.

Mr. Melville Joseph Kahn, 49, M. A. (Harvard University; Ph.D. expected from Columbia University by Fall 1971), Assistant Professor of Political Science at a salary rate of $10,500 for nine months, effective Fall Semester 1971.

Mr. Ronald Glen Claunch, 27, M. A. (University of Missouri), Instructor of Political Science at a salary rate of $9,000 for nine months, effective Fall Semester 1971.

10. Department of School Services

Mrs. Margaret D. Maxwell, 54, M. A. (Fordham University), Instructor of School Services (part-time) at a salary rate of $1,600 for four and one-half months, effective Spring Semester 1971. Mrs. Maxwell was salaried by an HEW grant.
11. Department of Sociology

Mr. Richard Paul Hurzeler, 36, M. A. (Columbia University), Instructor of Sociology at a salary rate of $9,500 for nine months, effective Fall Semester 1971.

12. Department of Speech

Dr. Thomas K. Heino, 31, Ph.D. (University of Wisconsin), Associate Professor of Theatre and Director of Theatre Division at a salary rate of $14,500 for nine months, effective Fall Semester 1971.

Dr. William E. Knabe, 31, Ph.D. (University of Iowa), Associate Professor and Head of Department of Speech, at a salary rate of $14,500 for nine months, effective Fall Semester 1971.

13. Library

Mr. Alvin C. Cage, 28, M.L.S. (Rutgers University), Director of Libraries at a salary rate of $17,000 for twelve months, effective July 1, 1971.

14. Student Life Division

Mr. Grover Kenneth Birdsong, 34, Security Patrolman, at a salary rate of $5,500 for twelve months, effective March 22, 1971.

Mrs. Janice Sue McLauchlin, 25, (Medical Technologist, ASCP, St. Paul's Hospital, Dallas), Health Services, Laboratory Technician, at a salary rate of $6,500 for twelve months, effective February 15, 1971.

Miss Shirley Francis Sidwell, 30, B. S. (Stephen F. Austin State University, M.D., University of Texas, Galveston), Health Services Physician (Part-time), at a salary rate of $3,333. for five months, effective January 18, 1971.

15. Computer Center

Mr. Benjamin W. Jarboe, 28, Programmer Analyst at a salary rate of $7,200 for twelve months, effective August 1, 1970.

Mr. Douglas Owen Hughes, 25, B.B.A. (West Texas State University), Programmer, at a salary rate of $7,800 for twelve months, effective April 12, 1971.

Mr. Jerry Franklin Davis, 30, B. S. (Texas Christian University), Systems Analyst, at a salary rate of $12,900 for twelve months, effective April 1, 1971.
71-31
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the faculty and staff as listed in the Supplement be elected for the academic year 1971-72, or for the period designated in the Supplement.

71-32
Upon motion of Regent Maness, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following individual be employed for the position, date and salary indicated:

1. Library

   Miss Eddie Mae King, 47, Assistant Catalog Librarian, at a salary rate of $1,702 for two months, effective June 16, 1971.

71-33
Upon motion of Regent Tanner, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the faculty and staff as listed in the Supplement be elected for the Summer Session 1971.

71-34
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. Department of English, Journalism and Philosophy

   Dr. Philip Rex Kleitz, Assistant Professor of English, effective July 7, 1971. Dr. Kleitz is resigning to accept employment elsewhere.

   Dr. Cecil A. Roberts, Assistant Professor of Philosophy, effective January 15, 1971. Dr. Roberts resigned to accept employment elsewhere.

   Dr. Harry Miller Solomon, Instructor of English, effective May 31, 1971. Mr. Solomon is resigning to accept employment elsewhere.

2. School of Forestry

   Dr. Bill H. Wilford, Visiting Professor in Forestry, effective February 28, 1971, due to illness in his immediate family.
3. Department of Geography

Miss Linda Douglas Arnold, Instructor of Geography, effective May 31, 1971. Miss Arnold is resigning in order to continue work toward the doctoral degree.

4. Department of Geology

Dr. Donald Harvey Campbell, Assistant Professor of Geology, effective May 31, 1971. Enrollment in Geology is declining and Dr. Campbell would receive tenure if appointed for another year.

5. Department of General Business

Mr. Conway T. Rucks, Jr., Instructor of General Business, effective May 31, 1971. Mr. Rucks is resigning in order to return to graduate school.

Mr. John Harry Lewis, Instructor of General Business, effective May 31, 1971. Mr. Lewis is resigning in order to return to graduate school.

6. Department of Modern Languages

Miss Anna Mary Boudreaux, Instructor of Modern Languages, effective May 31, 1971. Miss Boudreaux's original appointment was for one year only.

Mrs. Marina M. Nickerson, Assistant Professor of Modern Languages, effective July 7, 1971. Mrs. Nickerson's original appointment was for one year only.

7. Department of Psychology

Mr. John Michael Knight, Instructor of Psychology, effective May 31, 1971. Mr. Knight's original appointment was for one year only.

8. Department of Secondary Education

Mr. Gerald E. Sitton, Assistant Professor of Secondary Education, effective May 31, 1971. Mr. Sitton's original appointment was for one year only.

9. Department of Sociology

Mr. Bill M. Stiles, Instructor of Sociology, effective May 31, 1971. Mr. Stiles is resigning to accept employment elsewhere.
Miss Wynona M. Sowell, Instructor of Sociology, effective May 31, 1971. Miss Sowell's original appointment was for one year only.

Mr. Michael P. Cone, Instructor of Sociology, effective May 31, 1971. Mr. Cone's original appointment was for one year only.

10. School of Business - Office of the Dean

Mrs. Carol Sue Atkins, Administrative Secretary to the Dean of the School of Business, effective March 1, 1971. Mrs. Atkins resigned to accept a part-time job and become a full-time housewife.

11. Health Services

Mrs. Helen Hooper Russell, B. S., Medical Technologist, Student Health Services, effective January 31, 1971. Mrs. Russell resigned to seek other employment with higher salary.

71-35
Upon motion of Regent Maness, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following retirements be accepted:

1. Department of Chemistry

Mr. William W. Spurlock, Instructor of Chemistry, effective August 31, 1971. Mr. Spurlock is retiring due to mandatory age requirements.

2. Department of History

Dr. Charles K. Chamberlain, Professor of History, effective August 31, 1971. Dr. Chamberlain is retiring due to mandatory age requirements.

71-36
Upon motion of Regent Golden, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following changes in status be accepted:

1. Department of Biology

Dr. Charles W. Mims, Assistant Professor of Biology, from 100% teaching to 50% teaching and 50% Doctor of Arts Study Grant, effective January 1, 1971.
2. Computer Center

Mr. Allen E. Bailey from Director of Computer Center to Instructor of Computer Science effective January 27, 1971.

Mr. Algie Franklin Trussell, Jr., from Assistant Director of Computer Center and Instructor in Statistics Laboratory to Acting Director of Computer Center, effective January 27, 1971.

3. Department of English, Journalism and Philosophy

Dr. Leslie M. Thompson, Associate Professor of English, from 100% teaching to 50% teaching and 50% Doctor of Arts Study Grant, effective January 1, 1971.

4. Department of Geology

Dr. Jerry William Vincent, Assistant Professor of Geology, from a salary rate of $9,700 for nine months to a salary rate of $10,500 for nine months effective January 1, 1971. Dr. Vincent completed all requirements for the Ph.D. degree.

5. Department of Health and Physical Education for Men

Dr. William Jerre Stanley from Professor and Head of Department to Professor effective June 1, 1971--on development leave for summer.

Dr. Carl Ray Kight from Associate Professor of Physical Education to Associate Professor and Head of Department effective June 1, 1971.

6. Department of History

Dr. James Lynn Nichols, Professor of History, from 100% teaching to 50% teaching and 50% Doctor of Arts Study Grant, effective January 1, 1971.

7. Department of Home Economics

Dr. Blanche M. Phillips from Professor of Home Economics and Head of Department to Professor of Home Economics, effective Fall Semester 1971.

8. Department of Management

Mrs. Donna Sue Jones from Secretary in the Department of Management at a salary rate of $3,600 for twelve months.
to Administrative Secretary to the Dean of the School of Business at a salary rate of $4,800 for twelve months, effective March 1, 1971. Mrs. Jones filled the vacancy created by the resignation of Mrs. Sue Atkins.

9. Department of Mathematics

Dr. Robert G. Dean, Associate Professor of Mathematics, from 100% teaching to 50% teaching and 50% Doctor of Arts Study Grant, effective January 1, 1971.

10. Department of Psychology

Dr. Wayne J. Wilson from Professor and Head of the Department of Psychology to Professor of Psychology, effective June 1, 1971. Dr. Wilson is resigning his administrative position as Head of the Department to devote full time to teaching and research.

Dr. Robert L. Jones from Associate Professor of Psychology at a salary rate of $13,500 for nine months to Associate Professor and Head of the Department of Psychology at a salary rate of $14,000 for nine months, effective June 1, 1971. Dr. Jones will replace Dr. Wilson as Head of the Department of Psychology.

11. Department of School Services

Dr. David A. Grigsby, Assistant Professor of School Services, from a salary rate of $10,250 for nine months to a salary rate of $10,750 for nine months, effective January 1, 1971. Dr. Grigsby completed all requirements for the Ed.D. degree.

12. Department of Speech

Dr. Robert Capel from Professor of Speech and Head of the Department to Professor of Speech, effective Fall Semester 1971.

13. President's Office

Mrs. Rachel Alice Click from Secretary, Placement, to Administrative Secretary, President's Office, at a salary rate of $6,000 for twelve months, effective January 25, 1971.

71-37
Upon motion of Regent Maness, seconded by Regent Golden, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

6-11
1. Department of Modern Languages

Mr. Ross O. Bridewell, Assistant Professor of Modern Languages, effective Fall Semester 1971. Mr. Bridewell has been attending graduate school.

Dr. Waclaw Jarzebowski, Associate Professor of Modern Languages, effective Fall Semester 1971.

2. Department of School Services

Mr. Jimmy Glenn Ledbetter, Assistant Professor of School Services, effective May 31, 1971. Mr. Ledbetter has been attending graduate school.

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

1. Department of English, Journalism and Philosophy

Mr. Terry Joe Box, Instructor of English, for the academic year 1971-72, in order that he may continue work toward the doctoral degree.

2. Department of Geology

Mrs. Nancy Sue Alexander, Instructor of Geology, for the academic year 1971-72, in order that she may continue work toward the doctoral degree.

3. Department of Health and Physical Education for Women

Miss Sue Gunter, Instructor of Health and Physical Education for Women, for the academic year 1971-72, in order that she may continue work on the doctoral degree.

4. Department of History

Dr. Sylvia Freeman McGrath, Assistant Professor of History, for four and one-half months effective Fall Semester 1971. Dr. McGrath is requesting leave for maternity reasons.

5. Department of School Services

Mrs. Elnita Ostrom Stanley, Assistant Professor of School Services, for the academic year 1971-72, in order that she might continue work on the doctoral degree.
6. Library

Mr. Henry J. Ferry, Documents Librarian, for the academic year 1971-72, in order that he may return to graduate school.

71-39
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the University be given permission to petition the Coordinating Board for the following administrative changes:

1. To create a separate Department of Theatre and remove it from the administrative jurisdiction of the Department of Public Address.

2. To create a Department of Communications to include the Department of Public Address and Journalism with a new emphasis in radio and television.

71-40
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following 1970-71 Operating Budget adjustments be approved:

1. Increase in Incomes (over original budget)
   a. Educational and General Income (1.05%) $89,742.15
   b. Auxiliary Enterprises Income (8.72%) $54,878.45
   c. Pledged Properties Income (9.60%) $495,729.75
   TOTAL Increase in Incomes (4.49%) $640,350.35

2. Increase in Expenditures (over original budget)
   a. Educational and General (1.10%) March 31, 1971 $97,269.00
      1013 General Business 500.00
      1020 Agriculture 1,000.00
      1024 Teacher Certification 500.00
      1025 Student Teaching 500.00
      1026 HPE-Men 1,600.00
      1028 Home Economics 2,000.00
      1031 Music 500.00
      1054 Physics 1,700.00
      1060 Military Science 500.00
      1063 Self-Study 500.00
      1071 Matching Grants Fund 28,469.00
      1075 General Furnishings Equip. 25,000.00
      1080 Dean of Graduate School 1,000.00
      1101 Dairy Farm 12,500.00
      1125 Continuing Education 2,500.00
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<td>Registrar</td>
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<td>1806</td>
<td>Official Functions</td>
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<td>1950</td>
<td>Major Repairs</td>
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**b. Auxiliary Enterprises**

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<td>Intercollegiate Athletic Dept.</td>
<td>(4.62%) 29,022.00</td>
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<td>5030</td>
<td>Football</td>
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<tr>
<td>5040</td>
<td>Basketball</td>
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<td>5045</td>
<td>Baseball</td>
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<td>5070</td>
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<td>5140</td>
<td>Religious Emphasis Week</td>
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<td>Fine Arts Series</td>
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<td>Music Activities</td>
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<td>Cheerleaders</td>
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<td>Student Financial Aids</td>
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<td>High School Program Coordinated</td>
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<td><strong>c. Pledged Properties</strong></td>
<td>(2.49%) 128,500.00</td>
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<td>5510</td>
<td>Dormitory 1</td>
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<td>5515</td>
<td>Apartments 73-96</td>
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<tr>
<td>5790</td>
<td>Dormitory 19</td>
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d. Construction Funds
6636 Furnishings EDPC 16,000.00

Estimated Unappropriated Surplus Funds
(after above changes)
Educational & General 333,000.00
Auxiliary Enterprises 243,000.00
Pledged Properties 2,023,000.00
Plant Fund Surplus 133,000.00

71-41
Upon motion of Regent Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Change Order No. 1 for $7,201 to be added to the Henderson Electric Company contract for the installation of the Clock and Bell System be approved and the Chairman of the Board be authorized to sign the change order.

71-42
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract to construct certain fire safety improvements to Mays Hall and Gibbs Hall Dormitories for a maximum of $34,919.00 with T. G. Evans Construction Company be approved and that 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 30th day of April, 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:

ARTICLE 1:

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued.
subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 17. If anything in the General Conditions is inconsistent with this Agreement, the Agreement shall govern.

ARTICLE 2:
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

FIRE ESCAPES, GIBBS HALL AND MAYS HALL
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3:
ARCHITECT:

The Architect for this Project is Kent, Marsellos & Scott, Architect-Engineer
Lufkin, Texas

ARTICLE 4:
THE CONTRACTOR'S DUTIES AND STATUS

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 5:
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced approximately May 24, 1971 and completed by August 15, 1971.

ARTICLE 6:
COST OF THE WORK AND GUARANTEED MAXIMUM COST
6.1 The Owner agrees to reimburse the Contractor for the Cost of the Work as defined in Article 9. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 7.

6.2 The maximum cost to the Owner, including the Cost of the Work and the Contractor's Fee, is guaranteed not to exceed the sum of Thirty Four Thousand Nine Hundred Nineteen and No/100 dollars ($34,919.00); such Guaranteed Maximum Cost shall be increased or decreased for Changes in the Work as provided in Article 8.

ARTICLE 7:
CONTRACTOR'S FEE

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee as follows:

A fixed fee of Three Thousand One Hundred Seventy-Five and No/100 Dollars ($3,175.00)

7.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows:

For changes in the work shown on the drawings add or deduct 10% of the change in cost from the Contractor's Fee.

7.3 The Contractor shall be paid Fifty per cent (50%) of the proportionate amount of his Fee with each progress payment, and the balance of his Fee shall be paid at the time of final payment.

ARTICLE 8:
CHANGES IN THE WORK

8.1 The Owner may make Changes in the Work in accordance with Article 12 of the General Conditions insofar as such Article is consistent with this Agreement. The Contractor shall be reimbursed for Changes in the Work on the basis of Cost of the Work as defined in Article 9.

8.2 The Contractor's Fee for Changes in the Work shall be as set forth in Paragraph 7.2, or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.
ARTICLE 9:

COSTS TO BE REIMBURSED

9.1 The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work and paid by the Contractor. Such costs shall be at rates not higher than the standard paid in the locality of the Work except with prior consent of the Owner, and shall include the items set forth below in this Article 9.

9.1.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereo.

9.1.2 Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed.

9.1.3 Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs 9.1.1 and 9.1.2.

9.1.4 The proportion of reasonable transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with the Work.

9.1.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

9.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.

9.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.

9.1.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or others, including in-
installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

9.1.9 Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.

9.1.10 Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.

9.1.11 Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Contractor's negligence.

9.1.12 Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Paragraph 7.1.

9.1.13 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.

9.1.14 Cost of removal of all debris.

9.1.15 Costs incurred due to an emergency affecting the safety of persons and property.

9.1.16 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

**ARTICLE 10:**

**COSTS NOT TO BE REIMBURSED**

10.1 The term Cost of the Work shall not include any of the items set forth below in this Article 10.

10.1.1 Salaries or other compensation of the Contractor's officers, executives, general managers, estimators, auditors,
accountants, purchasing and contracting agents and other employees at the Contractor's principal office and branch offices, except employees of the Contractor when engaged at shops or on the road in expediting the production or transportation of materials or equipment for the Work.

10.1.2 Expenses of the Contractor's Principal and Branch Offices other than the Field Office.

10.1.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

10.1.4 Overhead or general expenses of any kind, except as may be expressly included in Article 9.

10.1.5 Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

10.1.6 The cost of any item not specifically and expressly included in the items described in Article 9.

10.1.7 Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 6 and adjusted pursuant to Article 8.

ARTICLE 11:
DISCOUNTS, REBATES AND REFUNDS

All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale or surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

ARTICLE 12:
SUBCONTRACTS

12.1 All portions of the Work that the Contractor's organization has not been accustomed to perform shall be performed under subcontracts. The Contractor shall request bids from
subcontractors and shall deliver such bids to the Architect. The Architect will then determine, with the advice of the Contractor and subject to the approval of the Owner, which bids will be accepted.

12.2 All Subcontracts shall conform to the requirements of Paragraph 5.3 of the General Conditions. Subcontracts awarded on the basis of the cost of such work plus a fee shall also be subject to the provision of this Agreement insofar as applicable.

ARTICLE 13:
ACCOUNTING RECORDS

The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years after the final payment.

ARTICLE 14:
APPLICATIONS FOR PAYMENT

The Contractor shall, at least ten days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 6 and the amount of the Contractor's Fee due as provided in Article 7, together with payrolls for all labor and all receipted bills for which payment has been received.

ARTICLE 15:
PAYMENTS TO THE CONTRACTOR

15.1 The Architect will review the Contractor's statement of moneys due as provided in Article 14 and will promptly issue a Certificate for Payment to the Owner for such amount as he approves, which Certificate shall be payable on or about the tenth day of the month.

15.2 Final payment, constituting the unpaid balance of the Cost of the Work and of the Contractor's Fee, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Architect. Final payment
shall be due thirty (30) days after the date of issuance of the final Certificate for Payment.

ARTICLE 16:
TERMINATION OF THE CONTRACT

16.1 The Contract may be terminated by the Contractor as provided in Article 14 of the General Conditions.

16.2 If the Owner terminates the Contract as provided in Article 14 of the General Conditions, he shall reimburse the Contractor for any unpaid Cost of the Work due him under Article 6, plus (1) the unpaid balance of the Fee computed upon the Cost of the Work to the date of termination at the rate of the percentage named in Article 7, or (2) if the Contractor's Fee be stated as a fixed sum, such an amount as will increase the payments on account of his Fee to a sum which bears the same ratio to the said fixed sum as the Cost of the Work at the time of termination bears to the adjusted Guaranteed Maximum Cost, if any, otherwise to a reasonable estimated Cost of the Work when completed. The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Contract the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work. The Contractor shall, as a condition of receiving the payments referred to in this Article 16, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Contractor under such obligations or commitments.

ARTICLE 17:
MISCELLANEOUS PROVISIONS

17.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

17.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement.


3. Drawings entitled "Gibbs Hall" and "Mays Hall", Stephen F. Austin State University, Nacogdoches, Texas - Sheets 1-5 inclusive.

The Contractor shall:

1. Furnish Performance Bond and Payment Bond in 100% of the Contract price acceptable to the Owner.

2. Furnish Insurance acceptable to the Owner as follows:

   a. Compensation and Employer's Liability Insurance as required by law.

   b. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance $300,000.00-$500,000.00. Property Damage $100,000.00-$300,000.00 include Broad Form Property Damage Insurance; eliminate XCU exclusions.

      Provide Owner's Protective Liability Insurance naming the Owner and the Architect/Engineer in the same amounts.

   c. Builder's Risk Insurance to 100% of the amount of the contract.

3. Install hardware (hardware will be furnished by the Owner) for Fire Escape Doors on Gibbs Hall, Mays Hall, Wisely Hall, Dormitory 10, Dormitory 15, Dormitory 18, Dormitory 13, Dormitory 16, Dormitory 14, Dormitory 17, Dormitory 19.

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

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<th>Item</th>
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<tr>
<td>Material</td>
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</tr>
<tr>
<td>Total</td>
<td>$34,919.00</td>
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</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 ____________________________ By /s/ R. E. McGee

Witness Chairman

SEAL

T. G. EVANS COMPANY

NACOGDOCHES, TEXAS

/s/ Margaret Baldwin By /s/ T. G. Evans

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) T. G. EVANS COMPANY of (2) Nacogdoches, Texas, 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 unto (4) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of Thirty Four Thousand Nine Hundred Nineteen and No/100 DOLLARS ($34,919.00), 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) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas the Owner, dated the 30th day of April, A. D., 1971, a copy of which is attached hereto and made a part hereof for the construction of:

Fire Escapes at Gibbs Hall and Mays Hall at Stephen F. Austin State University, Nacogdoches, Texas.

(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.

6-25
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 six counterparts, each one of which shall be deemed an original, this the 30th day of April, A. D. 1971.

ATTEST:

T. G. EVANS COMPANY
______________________
Principal

______________________
(Principal) Secretary

BY /s/ T. G. Evans
Owner

/s/ Margaret Baldwin
Witness as to Principal

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.

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 (2) individual of Nacogdoches, Texas hereinafter called Principal and (3) 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 Thirty Four Thousand Nine Hundred Nineteen and No/100 DOLLARS ($34,919.00) 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) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 30th day of April, A. D. 1971, a copy of which is hereto attached and made a part hereof for the construction of: Fire Escapes at Gibbs Hall and Mays Hall at Stephen F. Austin State University, Nacogdoches, Texas.

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 six counterparts, each one of which shall be deemed an original, this the 30th day of April, A. D., 1971.

ATTEST: T. G. EVANS COMPANY

Principal

(Principal) Secretary

BY /s/ T. G. Evans

Owner
SEAL

/s/ Margaret Baldwin
Witness as to Principal

Tyler, Texas  75701
(Address)

ATTEST: ARGONAUT INSURANCE COMPANY
(Surety) Secretary
 Büro:  /s/ B. C. Floyd
Attorney-in-Fact

/s/ Margaret Baldwin
Witness as to Surety

Tyler, Texas  75701

ATTORNEY GENERAL OF TEXAS
BY: /s/ John Reeves
Assistant Attorney General

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.

6-29
Upon motion of Regent Tanner, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the contract to completely re-paint Dormitories 7, 9, and 12 for $26,830 with Taylor Brothers of Lufkin, Texas, 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 30th day of April, 1971, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and TAYLOR BROTHERS LUFKIN, TEXAS 75901, hereinafter called "Contractor".

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

ARTICLE: 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all modifications issued
subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 17. If anything in the General Conditions is inconsistent with this Agreement, the Agreement shall govern.

ARTICLE 2:
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

Repainting Dormitories 7, 9 and 12.

ARTICLE 3:
ARCHITECT

The Architect for this Project is Kent, Marsellos & Scott Architects-Engineers Lufkin, Texas

ARTICLE 4:
THE CONTRACTOR'S DUTIES AND STATUS

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 5:
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced approximately May 24, 1971 and completed by August 15, 1971.

ARTICLE 6:
COST OF THE WORK AND GUARANTEED MAXIMUM COST

6.1 The Owner agrees to reimburse the Contractor for the Cost of the Work as defined in Article 9. Such reimburse-
ment shall be in addition to the Contractor's Fee stipulated in Article 7.

6.2 The maximum cost to the Owner, including the Cost of the Work and the Contractor's Fee, is guaranteed not to exceed the sum of Twenty Six Thousand, Eight Hundred Thirty and No/100 Dollars ($26,830.00); such Guaranteed Maximum Cost shall be increase or decreased for Changes in the Work as provided in Article 8.

ARTICLE 7:
CONTRACTOR'S FEE

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee as follows:

A fixed fee of Three Thousand Five Hundred and No/100 Dollars ($3,500.00)

7.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows:

For changes in the work shown on the drawings add or deduct 15% of the change in cost from the Contractor's Fee.

7.3 The Contractor shall be paid Fifty per cent (50%) of the proportionate amount of his Fee with each progress payment, and the balance of his Fee shall be paid at the time of final payment.

ARTICLE 8:
CHANGES IN THE WORK

8.1 The Owner may make Changes in the Work in accordance with Article 12 of the General Conditions insofar as such Article is consistent with this Agreement. The Contractor shall be reimbursed for Changes in the Work on the basis of Cost of the Work as defined in Article 9.

8.2 The Contractor's Fee for Changes in the Work shall be as set forth in Paragraph 7.2, or in the absence of specific provisions therein, shall be adjusted by negotiation on the basis of the Fee established for the original Work.

ARTICLE 9:
COSTS TO BE REIMBURSED

9.1 The term Cost of the Work shall mean costs necessarily incurred in the proper performance of the Work and paid by
9.1.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Contractor, and including such welfare or other benefits, if any, as may be payable with respect thereto.

9.1.2 Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed.

9.1.3 Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the Contractor and included in the Cost of the Work under Subparagraphs 9.1.1 and 9.1.2.

9.1.4 The proportion of reasonable transportation, traveling and hotel expenses of the Contractor or of his officers or employees incurred in discharge of duties connected with the Work.

9.1.5 Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.

9.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.

9.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the Contractor.

9.1.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the site of the Work, whether rented from the Contractor or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof, at rental charges consistent with those prevailing in the area.

9.1.9 Cost of premiums for all bonds and insurance which the Contractor is required by the Contract Documents to purchase and maintain.
9.1.10 Sales, use or similar taxes related to the Work and for which the Contractor is liable imposed by any governmental authority.

9.1.11 Permit fees, royalties, damages for infringement of patents and costs of defending suits therefor, and deposits lost for causes other than the Contractor's negligence.

9.1.12 Losses and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the Work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, such loss requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a Fee proportionate to that stated in Paragraph 7.1.

9.1.13 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

9.1.14 Cost of removal of all debris.

9.1.15 Cost incurred due to an emergency affecting the safety of persons and property.

9.1.16 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

ARTICLE 10:

COSTS NOT TO BE REIMBURSED

10.1 The term Cost of the Work shall not include any of the items set forth below in this Article 10.

10.1.1 Salaries or other compensation of the Contractor's offices, executives, general managers, estimators, auditors, accountants, purchasing and contracting agents and other employees at the Contractor's principal office and branch offices, except employees of the Contractor when engaged at shops or on the road in expediting the production or transportation of materials or equipment for the Work.

10.1.2 Expenses of the Contractor's Principal and Branch Offices other than the Field Office.
10.1.3 Any part of the Contractor's capital expenses, including interest on the contractor's capital employed for the Work.

10.1.4 Overhead or general expenses of any kind, except as may be expressly included in Article 9.

10.1.5 Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials and equipment wrongly supplied, or making good any damage to property.

10.1.6 The cost of any item not specifically and expressly included in the items described in Article 9.

10.1.7 Costs in excess of the Guaranteed Maximum Cost, if any, as set forth in Article 6 and adjusted pursuant to Article 8.

ARTICLE 11:
DISCOUNTS, REBATES AND REFUNDS

All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

ARTICLE 12:
SUBCONTRACTS

12.1 All portions of the Work that the Contractor's organization has not been accustomed to perform shall be performed under subcontracts. The Contractor shall request bids from subcontractors and shall deliver such bids to the Architect. The Architect will then determine, with the advise of the Contractor and subject to the approval of the Owner, which bids will be accepted.

12.2 All Subcontracts shall conform to the requirements of Paragraph 5.3 of the General Conditions. Subcontracts awarded on the basis of the cost of such work plus a fee shall also be subject to the provisions of this Agreement insofar as applicable.
ARTICLE 13:
ACCOUNTING RECORDS

The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years after the final payment.

ARTICLE 14:
APPLICATIONS FOR PAYMENT

The Contractor shall, at least ten days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 6 and the amount of the Contractor's Fee due as provided in Article 7, together with payrolls for all labor and all receipted bills for which payment has been received.

ARTICLE 15:
PAYMENTS TO THE CONTRACTOR

15.1 The Architect will review the Contractor's statement of moneys due as provided in Article 14 and will promptly issue a Certificate for Payment to the Owner for such amount as he approves, which Certificate shall be payable on or about the Tenth day of the month.

15.2 Final payment, constituting the unpaid balance of the Cost of the Work and of the Contractor's Fee, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Architect. Final payment shall be due Thirty days after the date of issuance of the final Certificate for Payment.

ARTICLE 16:
TERMINATION OF THE CONTRACT

16.1 The Contract may be terminated by the Contractor as provided in Article 14 of the General Conditions.
16.2 If the Owner terminates the Contract as provided in Article 14 of the General Conditions, he shall reimburse the Contractor for any unpaid Cost of the Work due him under Article 6, plus (1) the unpaid balance of the Fee computed upon the Cost of the Work to the date of termination at the rate of the percentage named in Article 7, or (2) if the Contractor's Fee be stated as a fixed sum, such an amount as will increase the payments on account of his Fee to a sum which bears the same ratio to the said fixed sum as the Cost of the Work at the time of termination bears to the adjusted Guaranteed Maximum Cost, if any, otherwise to a reasonable estimated Cost of the Work when completed. The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Contract the Owner shall further assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work. The Contractor shall, as a condition of receiving the payments referred to in this Article 16, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Contractor under such obligations or commitments.

ARTICLE 17:
MISCELLANEOUS PROVISIONS

17.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.

17.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

1. This Agreement


3. DORMITORY 7: Repaint one coat in present color the following:

   Interior: One coat on all plaster walls except in Mechanical Rooms, Laundries, Storage, Janitor's Closets and Bedroom Closets.

   One coat present color on all doors and door bucks and all built-in furniture:
One coat on Rest Rooms ceilings.

DORMITORIES 9 & 12: Repaint one coat present color as follows:

Exterior: All wood, metal and plaster surfaces.

Interior: All plaster ceilings and walls except in Mechanical Rooms, Laundries, Storage and Janitor's Closets.

All doors and door bucks. Sight exposed surfaces of all built-in furniture.

To change colors a second coat will be needed; additional cost 40%.

4. The Contractor shall furnish Insurance acceptable to the Owner as follows:

a. Compensation and Employer's Liability Insurance as required by law.

b. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance $300,000.00-$500,000.00. Property Damage $100,000.00-$300,000.00. Provide Owner's Protective Liability Insurance naming the Owner and the Architect/Engineer in the same amounts.

For purpose of complying with the State of Texas Sales Tax the following is a division between labor and materials:

<table>
<thead>
<tr>
<th>Labor</th>
<th>Material</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>$26,830.00</td>
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</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/ R. E. McGee
Chairman

Witness

6-38
SEAL

TAYLOR BROTHERS

LUFKIN, TEXAS

Address

By /s/ A. M. Taylor

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 Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that:

The University be authorized to (1) purchase 107 used washers and 55 used dryers for certain dormitories from Muckleroy Sales Company for $20,300.00; and (2) purchase 17 new washers, and 54 coin changers for $5,908.00 from Ford Coin Equipment Company, and (3) purchase 17 new dryers for $6,658.10 from Muckleroy Sales Company, all from Pledged Properties Surplus Funds.

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

(1) the Computer Center Building, (2) the Austin Plazas, and (3) the Austin Building Renovation Phase III be accepted as complete and that the University be authorized to make final payments on the contracts upon receipt of certificates of completion from the architect.

Upon motion of Regent Bergman, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the following exceptions to the University fiscal regulations prohibiting the employment of relatives in the first degree of consanguinity to a faculty member or administrator be approved:

1. Children of hourly employees and clerical personnel.

2. Full-time students employed on an hourly basis for not more than twenty hours per week.

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

C. G. Haas
Secretary

6-40