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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., July 31, 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
Upon motion of Regent Maness, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the minutes of the meeting of April 30-May 1, be approved.

Upon motion of Regent Gray, seconded by Regent Tanner, the recommendations of the Committee on Dormitory Curfew were approved as follows:

The dormitories for single women students will be secured at twelve o'clock midnight on week days and two o'clock a.m. on week ends, after which time students over 18 years of age living in those dorms will be let in by the campus security who will keep a record of such individuals. After three late admissions the Dean of Student Life's office will advise the parents of that student about the student's late return to the campus.

Upon motion of Regent Todd, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the report and recommendation of the Faculty Relations Committee be approved as follows:

The Committee will be composed of three members appointed by the Chairman, who will appoint one of such members as Chairman of the Committee.

The Committee will concern itself with policies of employment and such other matters that may be brought before it pertaining to university personnel.

Meetings of the Committee will be called by the Chairman of the Committee upon a showing of necessity by either the members of the Committee or the President of the University.

Upon motion of Regent Perkins, seconded by Regent Gray, with all Regents voting aye, it was ordered that the Committee on Faculty Relations name be changed to Employment Policies Committee.

Upon motion of Regent Todd, seconded by Regent Gray, with all Regents voting aye, it was ordered that the appointment by the Chairman of the Board of the following members for the Employment Policies Committee be approved as follows:

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

1. Department of Accounting

   Mr. Bertin E. Howard, 33, M.B.A. (Lamar State College of Technology), Instructor of Accounting at a salary rate of $9,000 for nine months, effective Fall Semester 1971.

   Mr. John William Meredith, 33, M.B.A. (Southern Methodist University), Assistant Professor of Accounting at a salary rate of $11,000 for nine months, effective Fall Semester 1971.

2. Department of Chemistry

   Mr. John Thomas Moore, 24, M. S. (Furman University), Instructor of Chemistry at a salary rate of $8,000 for nine months, effective Fall Semester 1971.

3. Department of Computer Science

   Mr. Jarrell Craven Grout, 31, M.C.S. (Texas A&M University; Ph.D. expected from Texas A&M University by Spring Semester 1972), Assistant Professor and Acting Head of the Department of Computer Science at a salary rate of $13,500 for nine months, effective Spring Semester 1972.

   Mrs. Camille Cook Price, 25, M. A. (University of Texas), Instructor of Computer Science at a salary rate of $4,000 for four and one half months, effective Fall Semester 1971.

4. Department of Economics

   Mr. George Ellis Ott, 34, M.S. (Rutgers University), Instructor of Economics at a salary rate of $10,000 for nine months, effective Fall Semester 1971.

5. Department of English and Journalism

   Mr. John Page Coates, 25, M. A. (Arizona State University), Instructor of English at a salary rate of $7,500 for nine months, effective Fall Semester 1971.

   Mrs. Melissa Freeman, 25, B. A. (Stephen F. Austin State University; M.A. expected from Stephen F. Austin State University by Fall 1971), Graduate Intern in English at a salary rate of $7,200 for nine months, effective Fall Semester 1971.
Miss Gaile Ann Haessly, 25, M. A. (Miami University), Instructor of English at a salary rate of $7,500 for nine months, effective Fall Semester 1971.

Miss Dixie Deanna Lum, 22, B. A. (Stephen F. Austin State University; M. A. expected from Stephen F. Austin State University by Fall 1971), Graduate Intern in English at a salary rate of $7,200 for nine months, effective Fall Semester 1971.

Mr. Richard Ladd Kelley, 26, B. A. (North Texas State University; M. A. expected from Ohio State University by Fall 1971), Instructor of English at a salary rate of $7,500 for nine months, effective Fall Semester 1971.

Mr. Warren Roberts True, 25, B. A. (Centenary College; M. A. expected from Stephen F. Austin State University by Fall 1971), Graduate Intern in English at a salary rate of $7,200 for nine months, effective Fall Semester 1971.

Miss Frances Sue Tullos, 25, M. A. (University of Texas), Instructor of English at a salary rate of $7,500 for nine months, effective Fall Semester 1971.

6. Department of Forestry

Mr. Kent Barclay Smith, 27, M. S. (State University of New York College of Forestry), Instructor of Forestry (part-time), at a salary rate of $5,600 for nine months, effective Fall Semester 1971.

Mr. Alan Frederick Button, 31, M. S. (Penn State University), Instructor of Forestry (part-time), at a salary rate of $5,600 for nine months, effective Fall Semester 1971.

Mr. James William Martin, 33, M. A. (Stephen F. Austin State University), Instructor of Forestry (part-time), at a salary rate of $5,600 for nine months, effective Fall Semester 1971.

7. Department of Geography

Dr. Dean R. Hodson, 28, Ph.D. (Michigan State University), Assistant Professor of Geography at a salary rate of $11,500 for nine months, effective Fall Semester 1971.

8. Department of Geology

Mr. Boyd Varnell Dreyer, 29, B. S. (Baylor University; M. S. expected from Baylor University by Fall 1971), Instructor of Geology at a salary rate of $8,000 for nine months, effective Fall Semester 1971.
Mr. Volker W. Gobel, 30, M. S. (Justus Liebig University; Ph.D. expected by Fall 1971 from Colorado School of Mines), Assistant Professor of Geology at a salary rate of $10,700 for nine months, effective Fall Semester 1971.

Dr. Ron R. Anderson, 35, Ph.D. (Texas A&M University), Assistant Professor of Geology at a salary rate of $10,900 for nine months, effective Fall Semester 1971.

9. Department of History

Mr. James Michael McReynolds, 28, M. A. (Lamar State College of Technology), Instructor of History at a salary rate of $9,200 for nine months, effective Fall Semester 1971.

Mr. George Edward Cooper, Jr., 27, M. A. (Pepperdine College), Instructor of History at a salary rate of $9,500 for nine months, effective Fall Semester 1971.

10. Department of Home Economics

Dr. Gloria E. Durr, 40, Ph.D. (Texas Woman's University), Professor and Head of the Department of Home Economics at a salary rate of $16,000 for nine months, effective Fall Semester 1971.

Mrs. Bernice Myers Smith, 49, M. S. (Louisiana Tech University), Instructor of Home Economics at a salary rate of $8,500 for nine months, effective Fall Semester 1971.

11. Department of Mathematics

Mr. Ronald Elvin Mayeaux, 24, B. S. (Northwestern State University; M. S. expected from Northwestern State University by Fall 1971), Instructor of Mathematics at a salary rate of $8,000 for nine months, effective Fall Semester 1971.

Mr. Roy Walter Whitmore, 24, B. S. (Texas Tech University; M. S. expected from Texas Tech University by Fall 1971), Instructor of Mathematics at a salary rate of $8,000 for nine months, effective Fall Semester 1971.

12. Department of Music

Mr. Stephen Keith Goacher, 25, M. M. (Texas Christian University), Instructor of Music at a salary rate of $9,300 for nine months, effective Fall Semester 1971.

Mr. David Hiram Robertson, 30, M. A. (Eastman School of Music of the University of Rochester), Assistant Professor of Music at a salary rate of $10,000 for nine months, effective Fall Semester 1971.
13. Department of Psychology

Mr. Lester W. Barnett, Jr., 35, M. S. (Auburn University; Ph.D. expected from Texas Christian University by Fall 1971), Assistant Professor of Psychology (75%) and Sociology (25%), at a salary rate of $10,500 for nine months; without Ph.D. salary will be $9,500 for nine months, effective Fall Semester 1971.

Mr. Jerry Duane Williams, 32, M. A. (Stephen F. Austin State University), Graduate Intern of Psychology at a salary rate of $7,200 for nine months, effective Fall Semester 1971.

Dr. Larry Edward Beutler, 30, Ph.D. (University of Nebraska), Assistant Professor of Psychology at a salary rate of $12,750 for nine months, effective Fall Semester 1971.

14. Department of School Services

Mr. Raymond O. Henke, 37, M. Ed. (Our Lady of the Lake College; Ed. D. expected from University of Northern Colorado by Fall Semester 1971), Assistant Professor of School Services at a salary rate of $11,000 for nine months, effective Fall Semester 1971.

15. Department of Secondary Education

Dr. Robert Lee Brooks, 28, Ed. D. (North Texas State University), Assistant Professor of Secondary Education (50%) and Philemon Project (50%), at a salary rate of $11,000 for nine months, effective Fall Semester 1971.

16. Department of Sociology

Mr. Wallace John DuChateau, 35, M. A. (Washington State University; Ph. D. expected from Washington State University by Fall 1971), Assistant Professor of Sociology at a salary rate of $11,000 for nine months; without Ph.D. salary rate will be $10,000 for nine months, effective Fall Semester 1971.

Dr. Leonard J. Hippchen, 47, Ph.D. (State University of Iowa), Associate Professor of Sociology at a salary rate of $14,000 for nine months, effective Fall Semester 1971.

Mrs. Joy Bennett Reeves, 33, M. A. (Louisiana State University), Instructor of Sociology (50%), at a salary rate of $4,500 for nine months, effective Fall Semester 1971.
Mr. Samir N. Maamary, 36, M. A. (Michigan State University; Ph.D. expected from the University of Kentucky by Fall 1971), Assistant Professor of Sociology at a salary rate of $11,000 for nine months; without Ph.D. salary rate will be $10,000 for nine months, effective Fall Semester 1971.

17. Office of the Registrar

Mr. Dennis P. Jones, 32, Assistant Registrar, at a salary rate of $8,400 for twelve months, effective May 20, 1971.

18. Dairy Farm

Mr. Asa Edward McClendon, 32, Dairy Farm Manager, at a salary rate of $6,000 for twelve months, effective April 25, 1971.

19. Student Life Division

Mr. Gene James Burns, 48, Patrolman, Traffic and Security, at a salary rate of $5,500 for twelve months, effective July 1, 1971.

Mr. Edgar Kirby Darnell, 23, Supervisor, Catering, at a salary rate of $6,400 for twelve months, effective June 1, 1971.

Mrs. Shirley Francis Sidwell, 30, B. S. (Stephen F. Austin State University, M.D. (University of Texas, Galveston), Physician, Health Services, (part-time), at a salary rate of $2,499.68 for three months, effective May 19, 1971.

71-53
Upon motion of Regent Gray, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Agriculture

Mr. Robert Reese Martin, short course Assistant Professor in cooperation with the Texas Education Agency (50%), at a salary rate of $200 for two weeks, effective June 24, 1971.

Mr. Oran Standley, short course Assistant Professor in cooperation with the Texas Education Agency at a salary rate of $400 for two weeks, effective June 25, 1971.

Mr. Oran Standley, short course Assistant Professor in cooperation with the Texas Education Agency at a salary rate of $1,820 for one and one-half months, effective July 8, 1971.
Dr. Thurman Talmadge Thomas, short course Assistant Professor in cooperation with the Texas Education Agency (50%), at a salary rate of $1,950 for three months, effective May 31, 1971.

2. Department of Chemistry

Dr. Bennie Frank Walker, Assistant Professor of Chemistry (50%), at a salary rate of $906.25 for one and one-half months, effective May 31, 1971.

3. Department of Elementary Education

Mrs. Carol Anne Collum, 25, B. S. (East Texas Baptist College), Kindergarten Teacher at a salary rate of $1,125 for three months, effective May 31, 1971.

Mrs. Janice Sue Pattillo, Instructor of Elementary Education, at a salary rate of $2,750 for three months, effective May 31, 1971.

4. Department of English, Journalism, and Philosophy

Mr. James Edward Magruder, Instructor of English (50%), at a salary rate of $791.67 for one and one-half months, effective July 8, 1971.

Mr. Phillip Alexander Gallo, Jr., Assistant Professor of English, at a salary rate of $1,583.33 for one and one-half months, effective July 8, 1971.

5. Department of History

Miss Diane Elizabeth Prince, 28, M. A. (Stephen F. Austin State University), Instructor of History at a salary rate of $1,416.67 for one and one-half months, effective May 31, 1971.

Dr. Vera L. Dugas, Associate Professor of History (50%), at a salary rate of $1,083.33 for one and one-half months, effective May 31, 1971.

Dr. Douglas F. McMillan, 30, Ph.D. (University of New Mexico), Assistant Professor of History, at a salary rate of $1,750 for one and one-half months, effective May 31, 1971.

6. Department of Management

Mr. Troy A. Hargis, Instructor of Management (50%), at a salary rate of $787.50 for one and one-half months, effective July 8, 1971.
7. Department of School Services

Mr. Raymond O. Henke, Assistant Professor of School Services, at a salary rate of $3,666.66 for three months, effective May 31, 1971.

8. Department of Sociology

Mr. David Lee Petty, Instructor of Sociology, at a salary rate of $1,416.67 for one and one-half months, effective July 8, 1971.

9. Project Philemon

Dr. Robert Lee Brooks, 28, Ed.D. (North Texas State University), Assistant Professor, to work full-time with Project Philemon at a salary rate of $1,833 for one and one-half months, effective July 8, 1971.

71-54
Upon motion of Regent Maness, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following promotions be approved:

1. Department of English, Journalism, and Philosophy

Dr. Stanley Gerald Alexander from Associate Professor to Professor of English, effective Fall Semester 1971. Dr. Alexander completed the requirements for promotion and was recommended by the Dean and the Department Head.

2. Department of Mathematics

Mr. Ennis Donice McCune from Instructor to Assistant Professor of Mathematics, effective Fall Semester 1971. Mr. McCune completed the requirements for promotion and was recommended by the Dean and the Department Head.

3. Department of Music

Mr. Ronald E. Anderson from Instructor to Assistant Professor of Music, effective Fall Semester 1971. Mr. Anderson completed the requirements for promotion. His service proved to be outstanding, and he was recommended by the Dean and the Department Head.

Dr. Billie Rae Erlings from Assistant Professor to Associate Professor of Music, effective Fall Semester 1971. Dr. Erlings completed the requirements for promotion and was recommended by the Dean and the Department Head.
4. Department of Office Administration

Mr. Marlin Celeste Young from Instructor to Assistant Professor of Office Administration, effective Fall Semester 1971. Mr. Young completed the requirements for promotion and was recommended by the Dean and the Department Head.

5. Department of Psychology

Dr. Walter T. Bourbon from Assistant Professor to Associate Professor of Psychology, effective Fall Semester 1971. Dr. Bourbon completed the requirements for promotion and was recommended by the Dean and the Department Head.

71-55

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

1. Department of Accounting

Mr. Lynn Hugh DeBlance, Instructor of Accounting, effective May 31, 1971. Mr. DeBlance resigned to accept employment elsewhere.

Mr. Richmond O. Bennett, III, Instructor of Accounting, effective May 31, 1971. Mr. Bennett resigned in order to continue work toward the doctoral degree.

2. Department of Agriculture

Mr. James Luther Bice, Dairy Farm Manager, effective May 6, 1971. Mr. Bice resigned to enter private business.

3. Department of Economics

Mr. Billy R. Griffith, Instructor of Economics, effective May 31, 1971. Mr. Griffith resigned to accept employment elsewhere.

Mr. John Arthur Lewis, Assistant Professor of Economics, effective July 7, 1971. Mr. Lewis resigned in order to return to graduate school.

4. Department of English, Journalism, and Philosophy

Dr. James L. Allen, Jr., Professor (Visiting) of English, effective May 31, 1971. Dr. Allen was employed on a temporary basis.
Mrs. Martha Jean Bellamy, Assistant Professor of English, effective May 31, 1971. Mrs. Bellamy was employed on a temporary basis.

Mrs. Jaye Jean Colwell, Instructor of English, effective May 31, 1971. Mrs. Colwell was employed on a temporary basis.

Mrs. Susanna Sheffield Duncan, Instructor of English, effective May 31, 1971. Mrs. Duncan was employed on a temporary basis.

Mrs. Anne Gibbes Solomon, Instructor of English, effective May 31, 1971. Mrs. Solomon was employed on a temporary basis.

5. School of Forestry

Dr. Krishnaswamy Kadambi, Research Technologist, effective August 31, 1971. Dr. Kadambi is resigning to return to India.

Mr. Berman Duane Hudson, Instructor of Forestry, effective August 31, 1971. Mr. Hudson is resigning for personal reasons.

6. Department of Health and Physical Education for Men

Mr. Alfred Barbre, Instructor of Health and Physical Education for Men and Assistant Basketball Coach, effective July 15, 1971. Mr. Barbre resigned to accept employment elsewhere.

Dr. William Jerre Stanley, Professor of Health and Physical Education for Men, effective August 31, 1971. Dr. Stanley is resigning for personal reasons.

7. Department of Home Economics

Miss Barbara Kay Dommert, Instructor of Home Economics, effective June 18, 1971. Miss Dommert resigned to return to graduate school.

Miss Gwendolyn Schutte, Instructor of Home Economics, effective July 7, 1971. Miss Schutte resigned to enter private business.

8. Department of Mathematics

Mr. Don N. Book, Instructor of Mathematics, effective May 31, 1971. Mr. Book was employed on a temporary basis.

Mr. Eddie C. Wood, Instructor of Mathematics, effective May 31, 1971. Mr. Wood was employed on a temporary basis.
Mr. Charles I. Dorsett, Instructor of Mathematics, effective May 31, 1971. Mr. Dorsett was employed on a temporary basis.

Mr. James E. Gentle, Instructor of Mathematics, effective May 31, 1971. Mr. Gentle was employed on a temporary basis.

9. Department of Modern Languages

Dr. Mary E. Davis, Assistant Professor of Modern Languages, effective August 31, 1971. Dr. Davis is resigning to accept employment elsewhere.

10. Department of School Services

Mr. Jimmy Glenn Ledbetter, Assistant Professor of School Services, effective May 31, 1971. Mr. Ledbetter resigned in order to accept employment elsewhere.

11. Department of Sociology

Mr. James Harold Harrison, Instructor of Sociology, effective May 31, 1971. Mr. Harrison resigned to accept employment elsewhere.

12. Department of Speech

Mr. John E. Christiansen, Instructor of Speech and Theatre Technician, effective May 31, 1971. Mr. Christiansen was employed on a temporary basis.

13. Registrar's Office

Mr. C. W. Henry, Assistant Registrar, effective May 25, 1971. Mr. Henry resigned in order to continue his education.

14. Student Life Division

Mr. Gerald Black, Supervisor, Catering, effective June 1, 1971. Mr. Black is returning to school.

Mr. Edwin Raymond Core, M. D., Physician, Health Services, effective May 13, 1971. Dr. Core is resigning due to illness.


Mrs. Shirley Francis Sidwell, M.D., Physician, Health Services, effective June 30, 1971. Dr. Sidwell is resigning to accept a position at Region VII.
Mr. Rollin A. Sininger, Ed.D., Dean of Student Life, effective July 31, 1971. Dr. Sininger is resigning to accept the position of Vice President for Student Affairs at North Texas State University.

Mr. Jerry W. Weems, Sergeant, Traffic and Security, effective July 4, 1971. Mr. Weems is resigning to accept another position.

Mr. William Rodney Short, Supervisor, Craft Shop, effective July 16, 1971. Mr. Short is relocating to Finland to attend school.

Upon motion of Regent Perkins, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the following retirement be accepted:

1. Library

Miss Mildred Vivian Wyatt, Special Collections Librarian, effective August 31, 1971. Miss Wyatt is retiring due to mandatory age requirements.

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

1. Department of English

Dr. Warren Barker Austin, Professor of English, from 100% teaching in second summer term to resignation for personal reasons, effective July 8, 1971.

Mrs. Maurice Cecil, Assistant Professor of English, appointed 50% teaching for second summer term to replace Dr. Abernethy who asked to have his load reduced 50%, effective July 8, 1971.

Mr. David Coleman Howard, Instructor of English, appointed 50% teaching for second summer term as a partial replacement for Dr. Austin, effective July 8, 1971.

Mr. Ira Jarrell Richman, Assistant Professor of English, appointed 50% teaching for second summer term as a partial replacement for Dr. Austin, effective July 8, 1971.

Mr. Carroll Robert Schoenewolf, Assistant Professor of English, from 100% teaching in first summer term to 50% teaching in first summer term for personal reasons, effective May 31, 1971.
Mr. Beeman Bentley, Assistant Professor of English, appointed 50% teaching for first summer term to replace Mr. Schoenewolf, effective May 31, 1971.

Mr. Harry Miller Solomon, Instructor of English, from 100% teaching in first summer term to resignation for personal reasons, effective May 31, 1971.

Miss Rosemary Huff, Instructor of English, appointed 100% teaching for first summer term to replace Mr. Solomon, effective May 31, 1971.

Dr. Philip Rex Kleitz, Assistant Professor of English, from 100% teaching in first summer term to resignation to assume another position, effective May 31, 1971.

Mrs. Kathryn Dobbs Morris, Instructor of English, appointed 100% teaching for first summer term to replace Dr. Kleitz, effective May 31, 1971.

Mr. Oliver Clarke Foster, Assistant Professor of English, from 100% teaching in second summer term to resignation to continue graduate work, effective July 8, 1971.

Dr. Patricia Elinor Read, Assistant Professor of English, from a salary rate of $1,750 to a salary rate of $875 (50%) for one and one-half months, effective July 8, 1971. One of the classes that Dr. Read was scheduled to teach did not materialize, and she requested that her load be reduced by one class.

2. Department of Geology

Dr. Hershel L. Jones, Assistant Professor of Geology, from 50% teaching in second summer term to 100% teaching in second term to replace Dr. Sartin who resigned for personal reasons, effective July 8, 1971.

Mr. Austin Albert Sartin, Jr., Assistant Professor of Geology, from 50% teaching in first summer term to 100% teaching in first summer term to replace Dr. Vincent who resigned for personal reasons, effective May 31, 1971.

Mr. Austin Albert Sartin, Jr., Assistant Professor of Geology, from 50% teaching in second summer term to resignation for personal reasons, effective July 8, 1971.

Dr. Jerry William Vincent, Assistant Professor of Geology, from 50% teaching in first summer term to resignation for personal reasons, effective May 31, 1971.
3. Department of Elementary Education

Mrs. Anna Martha Strybos, Kindergarten Teacher, from 100% teaching in first and second summer terms to resignation to complete graduate work, effective May 31, 1971.

4. Department of Health and Physical Education for Men

Dr. Ronnie Glenn Barra, Assistant Professor of Health and Physical Education for Men, appointed 50% teaching in second summer term to replace Dr. Stanley who is on leave, effective July 8, 1971.

Mr. Andrew Eugene Huffty, Instructor of Health and Physical Education for Men, appointed 50% teaching in first summer term to replace Dr. Stanley who is on leave, effective May 31, 1971.

5. Department of Intramurals and Health and Physical Education for Men

Mr. Raymond Lee Worsham, Supervisor of Intramurals, appointed Instructor (50%) for first summer term. Mr. Worsham was previously appointed as Supervisor of Intramurals 50% each summer term.

6. Department of Management

Mrs. Janelle C. Ashley, Assistant Professor of Management from 100% teaching in second summer term to 50% teaching in second summer term for personal reasons, effective July 8, 1971.

7. Department of Mathematics

Dr. Russell G. Brasher, Associate Professor of Mathematics, from 100% teaching in first summer term to resignation for personal reasons, effective May 31, 1971.

Mr. Joe A. Robbins, Assistant Professor of Mathematics, appointed 100% teaching in first summer term to replace Dr. Brasher, effective May 31, 1971.

8. Department of Sociology

Mr. David Lee Petty, Instructor of Sociology, from a salary rate of $1,416.67 to a salary rate of $708.34 (50%) for one and one-half months, effective July 8, 1971. One of the classes that Mr. Petty was scheduled to teach did not materialize, and he requested that his load be reduced by one class.
Upon motion of Regent Tanner, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Mathematics

Miss Jane Fay Ritter, Assistant Professor of Mathematics, effective Fall Semester 1971. Miss Ritter has been attending graduate school.

Mr. Jasper E. Adams, Assistant Professor of Mathematics, effective July 8, 1971. Mr. Adams has been attending graduate school.

2. Department of Music

Mr. Cody Alan Garner, Assistant Professor of Music, effective Fall Semester 1971. Mr. Garner has been attending graduate school.

3. Department of Speech

Mr. Thomas Martin Matthys, Assistant Professor of Theatre and Theatre Technician, effective Fall Semester 1971. Mr. Matthys has been attending graduate school.

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

1. Department of English, Journalism and Philosophy

Mr. William David Whitescarver, Instructor of English, for the academic year 1971-72, in order that he may continue work toward the doctoral degree.

Mr. Harry Dale Dawson, Assistant Professor of English, for the academic year 1971-72, in order that he may continue work toward the doctoral degree.

Dr. John Joseph Quinn, Professor of English, for the Fall Semester 1971, in order that he may accept a Fulbright Lecture-ship in Argentina.

2. Department of Music

Mr. Thomas Michael Houston, Instructor of Music, for the academic year 1971-72 in order that he may complete the residence requirements for the doctoral degree.
Mr. Gaston Darrell Holt, Assistant Professor of Music, for the academic year 1971-72, in order that he may complete the residence requirements for the doctoral degree.

71-60

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

COURSES ADDED: (Curriculum Committee)

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*Submitted for Graduate Credit also
COURSES TO BE REVISED: (Curriculum Committee)

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<td>Floriculture and Floral Design 3</td>
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<td>Modern Drama: American, British, and Continental 3</td>
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<td>Western Military History 1</td>
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### COURSES TO BE DELETED: (Curriculum Committee)

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<td>Stratigraphy and Sedimentation</td>
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<td>Physical Geochemistry</td>
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<td>Studies in French Culture and Civilization</td>
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<td>Modern Languages (Spanish) 230</td>
<td>Studies in Hispanic Culture and Civilization</td>
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<td>Modern Languages (French) 308</td>
<td>The Development of the Short Literary Genres</td>
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<td>Modern Languages (Independent) 315</td>
<td>Greek and Latin Elements in English</td>
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### COURSES ADDED: (Graduate Council)

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<td>Biology 521</td>
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71-61
Upon motion of Regent Maness, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following budget adjustments to the 1970-71 operating budget be approved:

1. Add $5,316 to 7095 NIH Grant 5E01-AH00665-03
2. Add $2,000 to 1101-6000 Dairy Farm Student Labor
3. Add $3,725 to 1101-9000 Dairy Farm Operation & Maintenance
4. Add $705 to 1102-9000 Beef Farm Operation & Maintenance
5. Add $310 to 1026-9000 HPE-Men's (Tennis Courts)
6. Add $5,000 to 1950-9001 Major Repairs (Rusk Building)
7. Add $8,000 to 5725-9000 Raguet Apartments 200-299 (Air Conditioning Repairs)
8. Add $700 to 5615-9001 University Center Activities O & M
9. Add $1,900 to 5615-9001 University Center Activities O & M
10. Add $30,000 to 5580-5000 University Center Cafeteria - Cooks, Waiters, etc.
11. Add $40,000 to 5580-9001 University Center Cafeteria - O & M
12. Add $24,000 to 5770-5001 East College Cafeteria - Cooks, Waiters, etc.
13. Add $20,000 to 5770-9001 East College Cafeteria - O & M
14. Add $65,000 to 5600-9001 University Center Bookstore - O & M
15. Add $204 to 5070-6000 Intramurals - Men, Student Assistants
71-62
Upon motion of Regent Bergman, seconded by Regent Maness, with all Regents voting aye, it was ordered that the 1971-72 operating budget providing for a total estimated income of $16,721,843 and total expenditures of $16,098,163 be approved as submitted under separate cover.

71-63
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the University be authorized to purchase 106 desks and 106 chests of drawers for Mays Hall from Trenstyle, Division of Terrill Manufacturing Company for $13,074.04, and that the same sum be appropriated from Pledged Property Surplus Funds.

71-64
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the University adopt guidelines concerning the use of chartered aircraft as recommended by the Coordinating Board detailed under separate cover.
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the resolution authorizing the abandonment of Dormitories 4 and 6 and the dismantling thereof in accordance with the provisions of existing bond resolutions as prepared by Messrs. McCall, Parkhurst & Horton, be approved, as follows:

RESOLUTION AUTHORIZING THE ABANDONMENT OF DORMITORIES NUMBER 4 AND 6 AND THE DISMANTLING THEREOF IN ACCORDANCE WITH PROVISIONS OF EXISTING BOND RESOLUTIONS.

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

WHEREAS, Todd Hall (Dormitory No. 4) and Ferguson Hall (Dormitory No. 6) have become a part of the Housing System of 1962 facilities created by the Board of Regents in the resolution authorizing the issuance and sale of Board of Regents of the State Teachers Colleges, Stephen F. Austin State College Housing System Revenue Bonds of 1962, Series A, B, C and D, dated October 1, 1962, and adopted by the Board on June 8, 1963; and

WHEREAS, the resolution authorizing said Bonds of 1962 provided that the Board may at any time permanently abandon the use of or sell at fair market value any of its Housing System of 1962 facilities upon compliance with the terms of such resolution governing such sale or abandonment; and

WHEREAS, it is the desire of the Board that Dormitories No. 4 and 6 be abandoned; and

WHEREAS, the requirements of the resolution authorizing the Bonds of 1962 for abandonment can be met; and

WHEREAS, a further lien was placed on the Housing System of 1962 facilities by the resolution authorizing the issuance of Board of Regents, State Senior Colleges, Stephen F. Austin State College Building Revenue Bonds of 1965, Series A and B, dated October 1, 1965, and adopted on May 19, 1967; and

WHEREAS, such resolution authorizing the Bonds of 1965 established a lien on the revenues of the facilities defined as "Encumbered Facilities," (subject to the lien securing the said Bonds of 1962 and other bonds on a parity therewith and other obligations theretofore paid in full), and Dormitories No. 4 and 6 are included in such "Encumbered Facilities;" and
WHEREAS, said resolution authorizing the said Bonds of 1965 set out conditions under which certain of the "Encumbered Facilities" including Dormitories No. 4 and 6 may be dismantled; and

WHEREAS, the conditions for such dismantling can be met;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

1. That it is hereby found and determined that the conditions set forth in the resolution of the Board authorizing the issuance of the Bonds of 1965 governing the abandonment of Dormitories No. 4 and 6 have been met, and it is hereby declared that such Dormitories No. 4 and 6 are hereby abandoned and are no longer a part of the Housing System of 1962 facilities.

2. That in support of such abandonment it is hereby certified by the Board as follows:

   (a) The Board is in full compliance with all covenants and undertakings in connection with all of the said Bonds of 1965 which are payable from the revenues of the Housing System of 1962 facilities or any part thereof.

   (b) Dormitories No. 4 and 6 are no longer economically feasible of producing net revenues; and

   (c) The estimated net revenues of the remaining Housing System of 1962 facilities (and all other revenues pledged to such Bonds of 1962 and bonds issued on a parity therewith) for the next succeeding fiscal year satisfy the test provided in said resolution authorizing the Bonds of 1962 governing the issuance of additional bonds, such test being as follows, to-wit: the estimated pledged revenues of the remaining facilities of the Housing System of 1962 plus other revenues pledged to such bonds and all bonds on a parity therewith, for the next preceding fiscal year have been certified by an independent certified public accountant, employed by the Board to have been equal to at least one and thirty-five hundredths (1.35) times the average annual requirements for principal and interest on the outstanding Bonds of 1962 and all outstanding bonds on a parity therewith, and the estimated net revenues of the Housing System of 1962 facilities, plus all other pledged revenues, have been determined by the Chief Financial Officer of the University and approved by the President of the University and is hereby approved by the Board to be at least one and thirty-five hundredths (1.35) times the average annual debt service requirements for the principal of and interest on all outstanding bonds payable from the revenues of the Housing System of 1962 facilities.

3. That the Board hereby exercises its right reserved in the resolution authorizing the issuance of the Bonds of 1965 to dismantle Dormitories No. 4 and 6 in order to provide sites for other purposes.
4. That it is hereby found and determined that such dismantling does not violate any covenants of the Board and that the remaining revenues pledged to the payment of the Bonds of 1965 and other bonds issued on a parity thereto will be sufficient to allow the Board to meet all of the obligations pertaining to such bonds as set forth in the resolution or resolutions authorizing same.

5. That such dismantling is hereby ordered.

71-66
Upon motion of Regent Gray, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the revised Traffic and Parking regulations for 1971-72 be adopted as submitted under separate cover.

71-67
Upon motion of Regent Bergman, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the revised fiscal regulations effective September 1, 1971, as submitted under separate cover be approved.

71-68
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the Master Plan for Long Range Campus Development developed by Bernard Johnson Engineers, Inc., as submitted under separate cover be approved, subject to such future changes as the Board may adopt.

71-69
Upon motion of Regent Bergman, seconded by Regent Tanner, with all Regents voting aye, it was ordered that Change Order No. 2 to add $385 to the Henderson Electric Company contract (installation of Clock and Bell System) be approved and the Chairman of the Board be authorized to sign the change order.

71-70
Upon motion of Regent Perkins, seconded by Regent Gray, with all Regents voting aye, it was ordered that the agreement for the University to pay the Nacogdoches Independent School District 30¢ per student clock hour for scheduled and approved pre-student-teaching observation be extended for the 1971-72 school year and the Contract with Nacogdoches Independent School District for their use of Stephen F. Austin State University stadium be approved and the Chairman of the Board authorized to sign the contract, as follows:
WHEREAS the Nacogdoches Independent School District wishes to make certain stipulated use of the athletic facilities of Stephen F. Austin State University, as enumerated herein.

NOW THEREFORE BE IT KNOWN: That this Agreement is made on this the 31 day of July in the year of our Lord 1971, between the Board of Regents of Stephen F. Austin State University, acting for and in behalf of Stephen F. Austin State University, Nacogdoches, Texas, and known hereinafter as the Party of the First Part, and the Board of Education of the Nacogdoches Independent School District, known hereinafter as the Party of the Second Part, to wit:

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

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

3. It is agreed that the Nacogdoches Independent School District will limit the number of football games played in said Stadium and on said Athletic Field to six (6). In addition, no event will be scheduled in the Stadium on the night preceding the University "Home Coming" Game. The only exception to this limit of six (6) games shall be in the case of a team representing the Nacogdoches Independent School District being required to play in a district, regional, or championship game or event extending beyond those regularly scheduled.

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

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

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

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

8. The Stephen F. Austin State University does herein agree to have a duly authorized representative on hand at each scheduled use of the Stadium and Football Field, said representative to be responsible for seeing that the facilities are open and available for use, and that the lights are turned on and in usable condition. The University further agrees to replace needed lights that are burned out in electrical fixtures necessary for the satisfactory use of the facilities herein indicated.

9. It is further agreed that in the event either Party uses the electric scoreboard which is within the stadium grounds, the Party using the said scoreboard will pay for any qualified operator necessary for its use, and it is further agreed by the Board of Education of the Nacogdoches Independent School District that any individual selected by it for the operation of said scoreboard will be approved by the duly
authorized representative of the Stephen F. Austin State University. Further, it is agreed that each Party will pay for any costs incurred by it in the use of any radio and/or loud speaker equipment which the Party using said equipment and material may use in connection with its scheduled athletic contests.

10. This Contract shall be operative and in effect for a period of four (4) months from September 1, 1971, to December 31, 1971.

THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY

By:  /s/ R. E. McGee
Chairman

BOARD OF EDUCATION OF THE
NACOGDOCHES INDEPENDENT SCHOOL DISTRICT

By:  /s/ Branch Patton
President

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

By:  /s/ John Reeves
Assistant Attorney General
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the architectural agreement with Kent, Marsello & Scott for the design and supervision of additions and alterations to the University Center be approved and the Chairman of the Board be authorized to sign the contract, as follows:

**CONTRACT FOR ARCHITECTURAL SERVICES**

**CITY OF NACOGDOCHES**

**THE STATE OF TEXAS**

**COUNTY OF NACOGDOCHES**

This Agreement made as of the Thirty-First day of July in the year Nineteen Hundred and Seventy One and between the Board of Regents Stephen F. Austin State University, Nacogdoches, Texas acting herein by and through its President, hereinafter called the Owner, and Kent, Marsello and Scott, Architects-Engineers, Lufkin, Texas, hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, UNIVERSITY CENTER, PHASE III, hereinafter called the Project.

NOW, THEREFORE, the Owner and the Architect for the considerations hereinafter set forth agree as follows:

I. The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as follows:

a) For the Architect's Basic Services seven per cent (7.0%) of the project construction cost, hereinafter referred to as the Basic Rate, and such other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from proceeds from Housing System Revenue Bonds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architects Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.
c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

III. The Architect and the Owner further agree to the following Terms and Conditions:

ARTICLE 1
ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship or Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.
1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.
1.3.4 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.5 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.6 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.7 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.8 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.9 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.10 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.11 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.12 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The
Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's Work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.
ARTICLE 3
CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon.
in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 If authorized in advance by the Owner, fees of special consultants for other than the normal structural, mechanical and electrical engineering services.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

- Design Development Phase-------------------25%
- Construction Documents Phase--------------75%
- Construction Phase----------------------100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of Accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.
ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as Instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13
GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

NUMBER OR COUNTERPART COPIES

This Contract is executed in four counterparts.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year first above written.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

ATTEST:

/s/ C. G. Haas
Secretary

By /s/ R. E. McGee
Chairman of the Board

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By /s/ Wilbur Kent
Partner

APPROVED AS TO FORM:

/s/ John Reeves
Assistant Attorney General
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the architectural agreement with Kent, Marsellos & Scott for the design and supervision of Austin Building Renovation Phase IV be approved and the Chairman of the Board be authorized to sign the contract, as follows:

CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Thirty-First day of July in the year Nineteen Hundred and Seventy-One and between the Board of Regents Stephen F. Austin State University, Nacogdoches, Texas acting herein by and through its President, hereinafter called the Owner, and Kent, Marsellos and Scott, Architects-Engineers, Lufkin, Texas, hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, Renovation of Austin Building, Phase IV, hereinafter called the Project.

NOW, THEREFORE, the Owner and the Architect for the considerations hereinafter set forth agree as follows:

I. The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as follows:

a) For the Architect's Basic Services Ten and 66/100 per cent (10.66%) of the project construction cost, hereinafter referred to as the Basic Rate, and such other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Funds appropriated by Senate Bill Number Eleven of the Sixty-first Legislative Session and Surplus Pledged Property Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architect's Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.
c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

III. The Architect and the Owner further agree to the following Terms and Conditions:

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary
bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

**BIDDING OR NEGOTIATION PHASE**

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

**CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall
endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the date comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection
or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an Exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.
1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as herein-before provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.4 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.5 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.6 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.7 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.8 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.9 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.10 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.11 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.
1.3.12 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's Work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.
2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect
nor the Owner has any control over the cost of labor, materials, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacation, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES
5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Fees paid for securing approval of authorities having jurisdiction over the project.

5.1.2 If authorized in advance by the Owner, fees of special consultants for other than the normal structural, mechanical and electrical engineering services.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

- Design Development Phase-------------25%
- Construction Documents Phase----------75%
- Construction Phase------------------100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.
ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9
OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10
SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.
ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the application statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.
This Contract is executed in four counterparts.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year first above written.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
Chairman of the Board

ATTEST:

/s/ C. G. Haas
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By /s/ Wilbur Kent
Partner

APPROVED AS TO FORM:

/s/ John Reeves
Assistant Attorney General
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the architectural agreement with Kent, Marsellos & Scott for the construction, design and supervision of a parking lot and the re-topping of certain campus streets be approved and the Chairman of the Board be authorized to sign the contract, as follows:

CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES 

THE STATE OF TEXAS 

COUNTY OF NACOGDOCHES 

THIS AGREEMENT made as of the Thirty-First day of July in the year Nineteen Hundred and Seventy One and between the Board of Regents Stephen F. Austin State University, Nacogdoches, Texas acting herein by and through its President, hereinafter called the Owner, and Kent, Marsellos and Scott, Architects-Engineers, Lufkin, Texas, hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, Paving - Parking 1971, hereinafter called the Project.

NOW, THEREFORE, the Owner and the Architect for the considerations hereinafter set forth agree as follows:

I. The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as follows:

a) For the Architect's Basic Services seven and one half per cent (7-1/2%) of the project construction cost, hereinafter referred to as the basic rate, and such other payments and reimbursements as may be hereinafter provided, but all such payments and every payment hereinafter provided shall be from Pledged Property Surplus Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architects Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.
c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

III. The Architect and the Owner further agree to the following Terms and Conditions:

**ARTICLE 1**

**ARCHITECT'S SERVICES**

1.1 **BASIC SERVICES**

The Architect's Basic Services consist of the five phases described below and include normal structural mechanical and electrical engineering services.

**SCHEMATIC DESIGN PHASE**

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

**DESIGN DEVELOPMENT PHASE**

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

**CONSTRUCTION DOCUMENTS PHASE**

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of
bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous
on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.
1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.
1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.4 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.5 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.6 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.7 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.8 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.9 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.10 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.11 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.12 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES
2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's Work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.
2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the limit of the Architect's responsibility in this regard; and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5
REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:
5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 If authorized in advance by the Owner, fees of special consultants for other than the normal structural, mechanical and electrical engineering services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

- Design Development Phase-------------------25%
- Construction Documents Phase-------------75%
- Construction Phase----------------------100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Contractor, shall be
kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

**ARTICLE 8**

**TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

**ARTICLE 9**

**OWNERSHIP OF DOCUMENTS**

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

**ARTICLE 10**

**SUCCESSORS AND ASSIGNS**

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

**ARTICLE 11**

**ARBITRATION**

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13
GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

NUMBER OR COUNTERPART COPIES

This Contract is executed in four counterparts.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement, the day and year first above written.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By /s/ R. E. McGee
Chairman of the Board

ATTEST:

/s/ C. G. Haas
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS - ENGINEERS

By /s/ Wilbur Kent
Partner

APPROVED AS TO FORM:

/s/ John Reeves
Assistant Attorney General

7-65
Upon motion of Regent Todd, seconded by Regent Golden, with all Regents voting aye, it was ordered that the architectural agreement with Caudill Rowlett Scott of Houston, Texas, for the design and supervision of the construction of a stadium and its related facilities be approved and the Chairman of the Board be authorized to sign the contract, as follows:
AGREEMENT

made this Thirtieth day of July in the year of Nineteen Hundred and Seventy-one.

BETWEEN Board of Regents, Stephen F. Austin State University the Owner, and
Caudill Rowlett Scott, Houston, Texas the Architect.

It is the intention of the Owner to erect a new stadium and related site development work.

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.
I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under:

- A Single Stipulated Sum Contract: seven per cent (7 %)
- Separate Stipulated-Sum Contracts: ____________________________ per cent (_____%)
- A Single Cost-Plus Fee Contract: ____________________________ per cent (_____%)
- Separate Cost-Plus Fee Contracts: ____________________________ per cent (_____%)

AN INITIAL PAYMENT of ____________________________ dollars ($_______) shall be made upon the execution of this Agreement and credited to the Owner's account.

b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

Principals' and Employees' time computed at a multiple of two and three quarters (2.75) times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical, and electrical engineering services at a multiple of ____________________________ (_______) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of one and one quarter (1.25) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within thirty-six (36) months of the date hereof.

c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.
ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201. General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-
1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of materials, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning, leasing, or rental space.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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© 1970 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006
ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work;

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the event of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph 6.2 is the minimum payment under this Agreement.

6.1.2 Subsequent Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>15%</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>35%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>75%</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>80%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>100%</td>
</tr>
</tbody>
</table>

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Con-
tractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9
OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10
SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11
ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13
GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.
This Agreement executed the day and year first written above.

OWNER

STEPHEN F. AUSTIN STATE UNIVERSITY

ARCHITECT

CAUDILL ROWLETT SCOTT

/s/ R. E. McGee
R. E. McGee, Chairman
Board of Regents

/s/ Wallie E. Scott, Jr.
Wallie E. Scott, Jr. AIA Partner

APPROVED AS TO FORM:

/s/ John Reeves
Assistant Attorney General
71-75
Upon motion of Regent Maness, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the appointment by the Chairman of the Board of the Stadium Planning Committee be approved as follows:

Regent Todd, Chairman
Regents Perkins and Gray, Members

71-76
Upon motion of Regent Bergman, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract for the construction of a parking lot and the re-topping of certain campus streets for $131,000 with A. D. Muckleroy Company be approved and the Chairman of the Board be authorized to sign the contract, as follows:

CONTRACT

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

THIS AGREEMENT, made this the 31st day of July, 1971, by and between the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, acting herein through its President, hereinafter called "Owner" and A. D. Muckleroy 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 PAVING - PARKING 1971, 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 the Drawings:
Drawings and Specifications entitled PAVING - PARKING 1971, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

1. This Contract is to cover the General Contract work, and storm drainage 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 Specification shall be considered as final.

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

   Complete street paving within 30 consecutive calendar days thereafter; and fully complete the entire project within 60 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 first portion of the work remains unfinished and $100.00 for each consecutive calendar day required to complete the second portion as specified in Paragraph 1.47 of "Supplementary Conditions", "Information for Bidders" and "Proposal".

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, ONE HUNDRED THIRTY ONE THOUSAND AND NO/100 DOLLARS ($131,000.00) out of Funds from Pledged Property Surplus Funds, available to Stephen F. Austin State University. The basis of the above Contract Price is as follows:

   Base Bid - $131,000.00

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

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

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

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

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.
Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 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 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 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

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

2. **Property Damage**
   - $100,000.00 (each occurrence)
   - $300,000.00 (aggregate)
f) **Completed Operations Insurance:** Continue coverage in force for one year after completion of the work.

g) **Builder's Risk Insurance:** The entire project is at the Contractor's risk.

h) 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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$81,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$131,000.00</strong></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
THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) A. D. Muckleroy Company of (2) Nacogdoches, Tx. hereinafter called Principal and (3) General Insurance Company of America of Seattle State of Washington, hereinafter called the Surety, are held and firmly bound unto (4) Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, hereinafter called Owner, in the penal sum of One Hundred Thirty One Thousand and No/100 ($131,000.00) DOLLARS ($131,000.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Tx, 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 31 day of July, A. D., 1971, a copy of which is attached hereto and made a part hereof for the construction of:

Paving - Parking 1971, Stephen F. Austin State University Nacogdoches, Tx

(Herein caled 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 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 31 day of July, A. D., 1971.
A. D. Muckleroy Company
Principal

By: /s/ A. D. Muckleroy
A. D. Muckleroy

/s/ Tom J. Maroney

General Insurance Company of America
Surety

BY: /s/ Helen Hurst
Attorney-in-Fact
Helen Hurst

/s/ E. L. Moore
Witness as to Surety

APPROVED AS TO FORM:
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.
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) A. D. Muckleroy Company a (2) Partnership of Nacogdoches, Texas hereinafter called Principal and (3) General Insurance Company of America of Seattle, State of Washington hereinafter called the Surety, are held and firmly bound unto (4) Board of Regents, Stephen F. Austin State University, Nacogdoches, Tx. 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 Thirty One Thousand and No/100 Dollars ($131,000.00) in lawful money of the United States, to be paid in (5) Nacogdoches County, Tx. 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, Tx., the Owner, dated the 31 day of July, A. D., 1971, a copy of which is hereto attached and made a part hereof for the construction of: Paving - Parking 1971, 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 Specifica-
tions 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 here-
derunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counter-
parts, each one of which shall be deemed an original, this the 31 day

ATTEST:

A. D. Muckleroy Company
Principal
By /s/ A. D. Muckleroy
A. D. Muckleroy

/s/ Tom J. Maroney
Tom J. Maroney

/s/ Imogene Maroney
Witness as to Principal

(Address)

ATTEST:

General Insurance Company of America
BY: /s/ Helen Hurst
Attorney-in-Fact
Helen Hurst

APPROVED AS TO FORM:

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.
71-77
Upon motion of Regent Maness, seconded by Regent Todd, with all
Regents voting aye, it was ordered that matching funds up to
$16,469 be appropriated from Auxiliary Enterprises operations to the
National Defense Education Act Student Loan Fund for the year
1972-73.

71-78
Upon motion of Regent Gray, seconded by Regent Thomas, with all
Regents voting aye, it was ordered that the Select Student Scholarship Fund Guidelines as outlined under separate cover be approved.

71-79
Upon motion of Regent Todd, seconded by Regent Golden, with all
Regents voting aye, it was ordered that the tuition charge for an extension course be increased from $45 to $50 and the salary for teaching an extension course be increased from $640 to $700 effective September 1, 1971.

71-80
Upon motion of Regent Maness, seconded by Regent Tanner, with all
Regents voting aye, it was ordered that the President of Stephen F. Austin State University be authorized to approve in-state and out-of-state official travel and reimbursements for University personnel during the biennium September 1, 1971, through August 31, 1973.

71-81
Upon motion of Regent Todd, seconded by Regent Maness, with all
Regents voting aye, it was ordered that the Secretary of the Board of Regents of Stephen F. Austin State University be authorized to approve official travel reimbursements for members of the Board during the biennium September 1, 1971, through August 31, 1973.

71-82
Upon motion of Regent Gray, seconded by Regent Tanner, with all
Regents voting aye, it was ordered that during the biennium September 1, 1971, through August 31, 1973, Stephen F. Austin State University be authorized to locate pay telephones in University buildings with the proceeds to be accounted for as state revenue.

71-83
Upon motion of Regent Perkins, seconded by Regent Todd, with all
Regents voting aye, it was ordered that the following banks be named as depositories for Stephen F. Austin State University for the six months, starting September 1, 1971:

- Lufkin National Bank - Lufkin
- Stone Fort National Bank - Nacogdoches
- Commercial National Bank - Nacogdoches
- Fredonia State Bank - Nacogdoches

placing certificates of deposit so as to obtain the maximum earnings
available to the University and, at the end of that six-months period, to obtain new proposals for bank depositories, and that the Chairman of the Board be authorized to sign the contracts that read as follows:
DEPOSITORY CONTRACT

STATE OF TEXAS

COUNTY OF NACOGDOCHES

WHEREAS, The Lufkin National Bank of Lufkin, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Lufkin National Bank of Lufkin, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1971 through February 28, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the First City National Bank of Houston, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the
extent necessary to permit the Board of Regents to receive in full its cash
balances theretofore in such Depository, and the money derived from such sale
shall be the property of Stephen F. Austin State University in an amount equal
to the funds of Stephen F. Austin State University in the Depository, and any
amount in excess thereof shall be the property of the Depository. Such sales
may be public or private and may be made in Nacogdoches, Texas, or elsewhere,
at the discretion of the Board of Regents, and shall convey such securities
absolutely to the purchaser thereof and no notice of such sale shall be
necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting
or changing the securities herein pledged as occasion may require, subject, how-
ever, to the approval of the Chief Fiscal Officer of the institution or his
representative.

V.

It is further agreed herein that the Trustee shall credit to the De-
pository, the proceeds of interest coupons on such bonds or securities as they
become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the
amount of funds on deposit by the Board of Regents with the Depository nor the
validity or genuineness of securities deposited and that (1) under Article III
Trustee has no duty to verify the circumstances but solely to comply with the
"demand" of Board of Regents. (2) Depository shall be entitled to income on
securities held by Trustee and Trustee may dispose of such income as directed
by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds
deposited with it as time deposits at the following rates:

<table>
<thead>
<tr>
<th>Deposits of less than $100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Deposits of from 30 days to one year, interest at 5.00%.</td>
</tr>
<tr>
<td>(b) Deposits of from one year to two years, interest at 5.50%.</td>
</tr>
<tr>
<td>(c) Deposits of from two years and over, interest at 5.34%.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deposits of more than $100,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Deposits of from 30 to 89 days, interest at 5.25%.</td>
</tr>
<tr>
<td>(b) Deposits of from 90 to 179 days, interest at 5.50%.</td>
</tr>
<tr>
<td>(c) Deposits of from 180 days to one year, interest at 5.75%.</td>
</tr>
<tr>
<td>(d) Deposits of from one to two years, interest at 6.00%.</td>
</tr>
<tr>
<td>(e) Deposits of from two years and over, interest at 6.25%.</td>
</tr>
</tbody>
</table>
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 31 day of July, 1971.

Attest: Keith Deal, Assistant Cashier

Attest: N. E. Pater, Assistant Cashier

Approved as to Form:

Lufkin National Bank

By: Pitser H. Garrison, President

By: Wayne Richardson, Assistant Vice President

N. E. Pater, Assistant Cashier

First City National Bank

By: Richard L. Richardson, Assistant Vice President

By: John News

Assistant Attorney General of Texas
STATE OF TEXAS I
COUNTY OF NACOGDOCHES

WHEREAS, The Stone Fort National Bank of Nacogdoches, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Stone Fort National Bank of Nacogdoches, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1971 through February 28, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the Republic National Bank of Dallas, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

<table>
<thead>
<tr>
<th>Deposit of any Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Deposits of from 30 to 89 days, interest at 4.50%.</td>
</tr>
<tr>
<td>(b) Deposits of from 90 to 179 days, interest at 4.75%.</td>
</tr>
<tr>
<td>(c) Deposits of from 180 to 365 days, interest at 5.00%.</td>
</tr>
<tr>
<td>(d) Deposits for over one year, interest at 5.50%.</td>
</tr>
</tbody>
</table>
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 31 day of July 1971.

Attest: 

Bruce Morris
Cashier

Attest: 

Title

Attest: 

Title


Title

Approved as to Form:

STONE FORT NATIONAL BANK OF NACOGDOCHES
Depository

By: 

President

Board of Regents, Stephen F. Austin State
University

By: 

Chairman

REPUBLIC NATIONAL BANK
Trustee Bank

By: /s/ Buck Cain, V. Pres. and Trust Officer

Title

By: 

Assistant Attorney General of Texas
WHEREAS, The Commercial National Bank of Nacogdoches, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Commercial National Bank of Nacogdoches, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1971 through February 28, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the Bank of the Southwest National Association Bank of Houston, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

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<td>(a) Deposits of from 30 to 89 days, interest at 4.50%.</td>
</tr>
<tr>
<td>(b) Deposits of from 90 to 179 days, interest at 4.75%.</td>
</tr>
<tr>
<td>(c) Deposits of from 180 to 365 days, interest at 5.00%.</td>
</tr>
<tr>
<td>(d) Deposits over one year, interest at 5.50%.</td>
</tr>
</tbody>
</table>
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 31 day of July, 1971.

Attest:

[Signature]
Cashier
Title

Attest:

[Signature]
See
Title

Attest:

[Signature]
Title

Approved as to Form:

[Signature]
Assistant Attorney General of Texas

Commercial National Bank in Nacogdoches, Texas
 Depository

By: [Signature] Bill G. U
Vice President
Title

Board of Regents, Stephen F. Austin State University

By: [Signature] R. E. M. Lee
Chairman
Title

Bank of the Southwest N. A., Houston, Texas
 Trustee Bank

By: [Signature] W. J. Regan
Assistant Vice President
Title

By: [Signature] C. M. Shear
STATE OF TEXAS

COUNTY OF NACOGDOCHES

WHEREAS, The Fredonia State Bank of Nacogdoches, Texas, has been duly designated by the Board of Regents of Stephen F. Austin State University, as a depository for funds belonging to Stephen F. Austin State University of Nacogdoches, Texas, and said Board of Regents, acting herein by and through the Chairman and Secretary of said Board thereunto duly authorized, and hereinafter referred to as Board of Regents and the Fredonia State Bank of Nacogdoches, Texas, a banking corporation, acting herein by and through its proper officers, thereunto duly authorized, and hereinafter called DEPOSITORY, agree that:

I.

In consideration of such designation, the Depository agrees to and with the Board of Regents that it will act as depository for all funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1971 through February 28, 1972.

II.

It is further agreed that the Depository will secure such funds belonging to Stephen F. Austin State University by depositing and pledging bonds or securities acceptable to the State Treasurer, in an amount at all times equal to one hundred per cent of any and all sums of money which may be on deposit with said Depository to the credit of Stephen F. Austin State University and that such securities so pledged shall be deposited with the First City National Bank of Houston, Texas, hereinafter called TRUSTEE. Such securities so deposited with Trustee shall be held under joint Trust Receipt issued by said Trustee in favor of Depository and Board of Regents, the original of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University, who shall approve of the release of same.

III.

In the event the Depository named shall be unable to pay or shall fail to pay and satisfy upon presentment for payment any check or draft lawfully drawn upon any existing fund of Stephen F. Austin State University, then the Board of Regents shall have the right and power any time thereafter to procure the entire amount of money then on deposit in said Depository belonging to Stephen F. Austin State University, by forced sale of the collateral pledged, and said Trustee is hereby directed on demand of the Board of Regents to surrender such pledged securities to the Board of Regents, and the Board of Regents is hereby fully
authorized and empowered to proceed with the sale of such securities to the extent necessary to permit the Board of Regents to receive in full its cash balances theretofore in such Depository, and the money derived from such sale shall be the property of Stephen F. Austin State University in an amount equal to the funds of Stephen F. Austin State University in the Depository, and any amount in excess thereof shall be the property of the Depository. Such sales may be public or private and may be made in Nacogdoches, Texas, or elsewhere, at the discretion of the Board of Regents, and shall convey such securities absolutely to the purchaser thereof and no notice of such sale shall be necessary.

IV.

It is agreed that said Depository shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the Chief Fiscal Officer of the institution or his representative.

V.

It is further agreed herein that the Trustee shall credit to the Depository, the proceeds of interest coupons on such bonds or securities as they become due until otherwise notified by the Board of Regents.

VI.

It is understood that the Trustee shall have no duty to ascertain the amount of funds on deposit by the Board of Regents with the Depository nor the validity or genuineness of securities deposited and that (1) under Article III Trustee has no duty to verify the circumstances but solely to comply with the "demand" of Board of Regents. (2) Depository shall be entitled to income on securities held by Trustee and Trustee may dispose of such income as directed by Depository without approval of the Board of Regents.

VII.

It is further agreed that the Depository shall pay interest on all funds deposited with it as time deposits at the following rates:

**Deposit of any Dollar Amount**

- Deposits of from 30 to 89 days, interest at 4.50%.
- Deposits of from 90 to 179 days, interest at 4.75%.
- Deposits of from 180 to 365 days, interest at 5.00%.
- Deposits over one year, interest at 5.50%.
WITNESS OUR HANDS AND OFFICIAL SEAL, this the 31 day of July, 1971.

Attest:

J. R. House, Cashier

Title

Attest:

C. Jones, Sec.

Title

Attest:

W. W. Palmiter, Assistant Vice President

Title

Approved as to Form:

Fredonia State Bank, Nacogdoches, Texas.

Depository

By: C. W. Stripling, Chairman of the Board

Title

Board of Regents, Stephen F. Austin State University

By: K. E. McFadden, Chairman

First City National Bank of Houston, Texas

Trustee Bank

By: W. L. Bogart, Senior Vice President

Title

By: J. A. Teas, Assistant Attorney General of Texas
71-84
Upon motion of Regent Gray, seconded by Regent Golden, with all Regents voting aye, it was ordered that the following recommendations concerning absences from duty be approved:

A. Authorized absences are those which have been approved by the administration. Authorization to be absent from duty must be requested on appropriate forms and should be submitted to the department head at least five days prior to the absence. In cases of emergency or illness, the department head should be immediately notified and the written request should follow as soon as possible.

B. Unauthorized absences are those which have not received administrative approval. The administration will review unauthorized absences and take corrective action when necessary.

71-85
Upon motion of Regent Perkins, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the sum of $10,000 be appropriated to maintain the Office of Ex-Student Records. Source of funds will be Non-Pledged Properties Surplus.

71-86
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that Thad Gordon Beasley, 38, Ed.D. (University of Arkansas) be named Dean of Student Life effective August 1, 1971, at a salary of $23,000 per year.

71-87
Upon motion of Regent Bergman, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the University be authorized to sell to the highest bidder for removal from the premises a house located at 1600 Baker Street in Nacogdoches.

71-88
Upon motion of Regent Maness, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the University be authorized to accept and present to the next meeting of the Board bids for replacing pumps, filters, and piping at the swimming pool—estimated cost $30,000.

71-89
Upon motion of Regent Bergman, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the resignation of Dr. Blanche Phillips, effective August 31, 1971, be accepted.
Regent Perkins extended an invitation to the Board members to meet in Rusk, Texas, for the next meeting.

There being no further business, the meeting adjourned at 11:30 a.m.

C. G. Haas
Secretary