MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 9

December 18, 1971
## I N D E X

Minutes of the Meeting of the Board of Regents of
Stephen F. Austin State University
held in Nacogdoches, Texas
December 18, 1971
VOLUME NO. 9

<table>
<thead>
<tr>
<th>Approval Number</th>
<th>Item Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>72-25</td>
<td>Approval of Contract to Construct Vending Operation Building</td>
<td>9-2</td>
</tr>
<tr>
<td>72-26</td>
<td>Approval of Contract to Construct Stadium</td>
<td>9-25</td>
</tr>
<tr>
<td>72-27</td>
<td>Approval of Contract for the Renovation of the Austin Building - Phase IV</td>
<td>9-41</td>
</tr>
<tr>
<td>72-28</td>
<td>Approval for the Demolition and Removal of Substructures Below Existing Bleachers</td>
<td>9-59</td>
</tr>
<tr>
<td>72-29</td>
<td>Tabling of Proposal for Utility Line Easement to Texas Power &amp; Light Company and Appointement of a Committee to Consult with Texas Power &amp; Light Company</td>
<td>9-59</td>
</tr>
</tbody>
</table>
MINUTES OF THE MEETING OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT NACOGDOCHES, TEXAS.

December 18, 1971

The meeting was called to order by R. E. McGee, Chairman of the
Board of Regents, at 1:00 p.m., December 18, 1971.

PRESENT:

Members:  Mr. R. E. McGee of Houston
          Mr. Robert C. Gray of Austin
          Mrs. Lera Thomas of Houston
          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

Member:    Mr. Douglas Bergman of Dallas

ABSENT:

PRESENT:

Mr. C. G. Haas of Nacogdoches, Secretary
Dr. R. W. Steen, President of the University
Upon motion of Regent Tanner, seconded by Regent Gray, with all Regents voting aye, it was ordered that the contract with L. Richardson & Sons of Lufkin, Texas, in the amount of $54,000 for the construction of a building for the campus vending operations be approved and the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 5th day of November, 1971, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and L. RICHARDSON & SONS, INC., LUFKIN, TEXAS hereinafter called "Contractor".

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

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

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

Drawings and Specifications entitled **SFA VENDING, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS**, sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

Addendum No. 1 dated October 25, 1971 - Page 1

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:
Substantially complete the project within ___70____ consecutive calendar days thereafter.
The Contractor agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day the work remains unfinished after the above date as specified in Paragraph 1.58 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, out of Funds from Pledged Property Surplus Funds, available to Stephen F. Austin State University the sum of:

SIXTY THREE THOUSAND FOUR HUNDRED SIXTY AND NO/100 DOLLARS ($63,460.00)

The basis of the above Contract Price is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$63,360.00</td>
</tr>
<tr>
<td>Alternate #1 Add</td>
<td>+100.00</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$63,460.00</td>
</tr>
</tbody>
</table>
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. Provide Builder's Risk Insurance as specified in Paragraph 1.6 of Specifications.

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>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$19,040.00</td>
</tr>
<tr>
<td>Materials</td>
<td>44,420.00</td>
</tr>
<tr>
<td>Total</td>
<td>$63,460.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By Witness 

By President

L. RICHARDSON & SONS, INC.
LUFKIN, TEXAS

Contractor

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

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

9-12-
You are directed to make the following changes in this Contract:

See Attached List
CHANGE ORDER LIST
SFA VENDING

1. Cut width of driveway (North and South dimension) by 20' - 0".

2. Omit Lean - To portion of metal building. Substitute 10' standard overhang for rear 50' - 0" of building.

3. Cut north and south dimension on Dock 113 to 24' - 0" from metal building. Omit fence at that location.

4. Cut grade beam depth on west, north and east sides of building to 20" with 3 #5 bars continuous top and bottom; with 3/8" stirrups 3'-0" o.c.

Fill so that exterior finish grades on west, north and east are 1'-0" below finish floor. Fill shall extend 6'-0" from building and then slope, at not steeper than a 1' vertical to 4' horizontal slope, to present grade.

Compact as specified in "0223 - Soil Compaction". On south side of building grade so that there is a 30" dock height at the west side of Dock 113 and an 18" dock height at Loading 112.

Grade beam height on south side shall be to suit exterior grades.

Omit Dyfoam
Omit Drilled Piers

5. Metal building shall have 1" thick styrofoam insulation on walls and 1-1/2" CF304 insulation on the roof, on the north wall of Storage 109, Store 105, and Kitchen 102 and on the west walls of Kitchen 102, Office 103 and Office 104, and on the south wall of Office 104 install, in addition to the 1" styrofoam, 4" thick batts.
In the following partitions install 4" thick rock wool or fiberglas batts:

East walls of Storage 109, Office 103 and Office 104; South walls of Storage 109; and North wall of Janitor 107. Over the ceiling of Storage 109 install 2" vinyl back insulation over top of joists.

Install 4" thick batts over the following ceilings: Kitchen 102, Office 103, Office 104, W. H. 106 and Store 105.

4" thick batts shall be rock wool or fiberglas with vapor barrier on side next to heated area.

6. Ceiling height to joists of Storage 109, Store 105, W. H. 106, Kitchen 102, Office 103, Office 104, Janitor 107 and Office 108 shall be 8' - 0". Use 2" x 12" wood joists at 2'-0" o.c. over ceiling. Floor on top with 3/4" thick unsanded plywood sheathing.

Partitions around those rooms shall not extend to roof deck.

Storage 109 is not to have a ceiling. Other rooms shall have ceilings as originally shown but at 7' - 9" height.

7. Use 1/2" plywood paneling as specified on interior walls and partitions of Storage 109; and on partition walls of Storage 110 and Repair 111. Omit plywood panelling on exterior walls of Repair 111 and Storage 110.

8. Use doors and hardware to be provided by Owner for Doors 2, 3, 4, 5 and 7; and hardware to be supplied by the Owner for doors Number 1 and 6.
9. ELECTRIC:

1. Use light fixtures and lamps to be furnished by the Owner for Fixtures "E", "F", and "G" except that fixtures "F" on Dock Loading 112 shall be new as specified with cold weather ballasts.

The Owner will furnish the fixtures to the Contractor clean and in good operating condition. Any repairs required to put the fixtures in good operating condition will be done by the Owner. The Contractor is not required to guarantee those fixtures. The Contractor shall install the fixtures as specified.

Omit four Fixtures "F" on Dock 113.

10. Provide electric service, transformers, main switch and panels as shown on Sheet ME-1 as revised 11/1/71 instead of service originally shown.
11. **PLUMBING:**

Use P.V.C. sewer pipe for exterior sewer line from 5'-0" from building. Cleanouts shall be cast iron.

Use 200 lb. test P.V.C. water line for pipe outside the building. Begin 5'-0" from building.

Water service to building shall be Type L soft copper, without joints underground, run underground and up to fixtures; with all joints above floor; with Type L copper as specified above the floor.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$16,200.00</td>
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<tr>
<td>Materials</td>
<td>$37,800.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$54,000.00</strong></td>
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</tbody>
</table>
PAYMENT BOND

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

THE STATE OF Texas

COUNTY OF Angelina

KNOW ALL MEN BY THESE PRESENTS: That we

(1) L. Richardson and Sons, Inc. ———

a (2) Corporation

of Lufkin, Texas ——— hereinafter called Principal and

(3) Fidelity and Deposit Company of Maryland ———

State of Maryland ——— hereinafter called the Surety,

are held and firmly bound unto (4) ———

Stephen F. Austin State University, Nacogdoches, Texas

hereinafter called Owner, unto all persons, firms, and corpora-
tions who may furnish materials for, or perform labor upon the
building or improvements hereinafter referred to in the penal sum

of Sixty-three thousand four hundred sixty and no/100

Dollars ($ 63,460.00)

in lawful money of the United States, to be paid in (5) ———

Nacogdoches County ———, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs,

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) Stephen F. Austin State University, Nacogdoches, Texas

———, the Owner,
dated the ________ day of _________________, A.D., 19___,
a copy of which is hereto attached and made a part hereof for the
construction of: ______________________________

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 pro-
tection of all claimants supplying labor and materials in the pro-
secution 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 __________ 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 per-
formed thereunder or the Specifications accompanying the same
shall in any wise affect its obligation on this bond, and it does
hereby waive notice of any change, extension of time, alteration
or addition to the terms of the Contract or to the work or to the
Specifications.

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

5th day of November A.D., 1971.

ATTEST:

L. RICHARDSON AND SONS, INC.
Principal

(Principal) Secretary

Witness as to Principal

(Address)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

BY: IRA DAVIS, JR.

(Surety) Secretary

ATTORNEY GENERAL OF TEXAS

BY: 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.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1)

L. RICHARDSON AND SONS, INC.
of (2) LUFKIN, TEXAS hereinafter called
Principal and (3) FIDELITY AND DEPOSIT COMPANY of
MARYLAND State of MARYLAND
hereinafter called the Surety, are held and firmly bound into (4)

STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS
hereinafter called Owner, in the penal sum of

Sixty-three thousand four hundred sixty and no/100-

DOLLARS ($ 63,460.00 ), in lawful money of the United States, to be paid in (5) Nacogdoches County

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6)

Stephen F. Austin State University, Nacogdoches, Texas

the Owner, dated the 5th day of November, A.D.,

1971, a copy of which is attached hereto and made a part
hereof for the construction of:

9-21-
construction of Vending Building, SFASU Campus, Nacogdoches, Texas

(Herein called the "Work").

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

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the
5th day of November A.D., 1971.

ATTEST:

L. RICHARDSON AND SONS, INC.
Principal

(Principal) Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

(Surety) Secretary

Witness as to Principal

Witness as to Surety

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.
Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by R. J. MAGRUDER, Vice-President, and JOHN C. GARDNER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto." does hereby nominate, constitute and appoint IRA B. OWEN, Jr. of Lufkin, Texas...

It's true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of November, A.D. 1962.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED) JOHN C. GARDNER By: R. J. MAGRUDER

(SEAL) Assistant Secretary Vice-President

STATE OF MARYLAND CITY OF BALTIMORE

On this 14th day of November, A.D. 1962, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being duly sworn, generally and each for himself deposes and says that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year above written.

(SIGNED) JOAN C. TAYLOR

Notary Public Commission Expires...May 6, 1963

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the fidelity and DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 19th day of October, 1966.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the fidelity and DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 19th day of October, 1966.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether hereinafore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 5th day of November, 1971.
Upon motion of Regent Todd, seconded by Regent Perkins, with all Regents voting aye, it was ordered that the contract for $1,518,000 with Loggins Construction Company for the construction of the stadium be approved and the Chairman of the Board authorized to sign the contract, as follows:
AGREEMENT

made this 18th day of December in the year of Nineteen Seventy-one

BETWEEN

The Board of Regents, Stephen F. Austin State University
Nacogdoches, Texas

Loggins Construction Company
P.O. Box 3536, Tyler, Texas 75701

the Owner, and

the Contractor.

The Owner and the Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 6.

ARTICLE 2
THE WORK

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

(Here insert the caption descriptive of the work as used on other Contract Documents.)

University Stadium, Stephen F. Austin State University

ARTICLE 3
ARCHITECT

The Architect for this Project is

Caudill Rowlett Scott, 1111 West Loop South,
Houston, Texas 77027

ARTICLE 4
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced within seven (7) days from date of contract agreement,

and completed by September 1, 1972

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

Refer to Special Conditions, page 0102.3, paragraph K.1.
ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of One Million, Five hundred eighteen thousand dollars and no/100 ($1,518,000.00).

(State here the lump sum amount, unit prices, or both, as desired.)

<table>
<thead>
<tr>
<th>Base Proposal</th>
<th>$1,493,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate No. 1</td>
<td>$25,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,518,000.00</strong></td>
</tr>
</tbody>
</table>

Unit Prices

- **Dewatering** $100.00 per 24 hr. day
- **Foundation** add $70.00, deduct $50.00
- **Lake Sealing**
  - Solution add $3.56 per gallon, deduct $3.00 per gallon

The Owner has the option of accepting Alternate No. 4 in the amount of $27,000.00 until 18 April 1972.

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the tenth (10th) day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stowed at the site or at some other location agreed upon in writing by the parties, up to the twenty-fifth (25th) day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(Here insert any provisions made for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)
ARTICLE 7
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 8
MISCELLANEOUS PROVISIONS

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

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

1. This Agreement.
4. A book of Specifications entitled Project Manual, University Stadium, Stephen F. Austin University, Nacogdoches, Texas, dated 1 November 1971, including the following divisions:
   - Contract Forms and Section 0010, 0020 & 0021.
   - Division 0100, General Requirements.
   - Division 0200, Site Development.
   - Division 0300, Concrete.
   - Division 0400, Masonry.
   - Division 0500, Metals, Architectural & Structural.
   - Division 0600, Carpentry.
   - Division 0700, Moisture Protection.
   - Division 0800, Doors, Windows, and Glass.
   - Division 0900, Finishes.
   - Division 1000, Specialties.
   - Division 1200, Furnishings.
   - Division 1500, Plumbing.
   - Division 1700, Ventilation.
   - Division 1800, Electrical.
5. A set of drawings entitled University Stadium, Stephen F. Austin University, Nacogdoches, Texas, dated 4 November 1971, sheets C1 - C10, S1 - S6, G1 - G15, M1 - M3, E1 - E8, and P1 - P5.
TO The Board of Regents
Stephen F. Austin State University
Nacogdoches, Texas

BASE PROPOSAL

Having carefully examined the Construction Documents and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor, materials, and equipment required by the Construction Documents for the complete construction of the University Stadium, Stephen F. Austin State University, Nacogdoches, Texas, excluding the following alternates, for the sum of $1,493,000.

If the Owner desires to accept the following alternates, the undersigned agrees to add to or deduct from the Base Proposal any or all of the following sums:

ALTERNATE NO. 1: (Add Two Concession Stands)
If Alternate No. 1, as described in the Information for Bidders, is accepted by the Owner, ADD the sum of $25,000.

ALTERNATE NO. 2: (Omit Surfacing Course from Parking Lot "A")
If Alternate No. 2, as described in the Information for Bidders, is accepted by the Owner, DEDUCT the sum of $25,000.

ALTERNATE NO. 3: (Add Automatic Temperature Controls)
If Alternate No. 3, as described in the Information for Bidders, is accepted by the Owner, ADD the sum of $22,000.

ALTERNATE NO. 4: (Add solid sod)
If Alternate No. 4, as described in the Information for Bidders, is accepted by the Owner, ADD the sum of $27,000.
ALTERNATE NO. 5: (Fences & Gates w/ vinyl coated finish)
If Alternate No. 5, as described in the Information for Bidders, is accepted by the Owner, ADD the sum of Five Thousand and 00/100 Dollars ($ 5,000.00)

DEWATERING UNIT PRICE

Provide well point system for dewatering excavations, if required, for construction shown and specified, including labor, equipment rental and materials.

Total cost for pumping: $100.00 per 24 hour day per 100 linear feet of header pipe.

FOUNDATION UNIT PRICE

The unit price per cubic yard for foundations, including excavation, concrete and reinforcing, complete, is as follows:

ADD $70.00

DEDUCT $50.00

LAKE SEALING SOLUTION UNIT PRICE

The unit price per gallon of specified lake sealing solution (SS-13), based on a rate of application of 1 gallon of solution per 1,000 gallons of water, is as follows:

ADD $356.00

DEDUCT $3.00

PERFORMANCE AND PAYMENT BONDS

It is understood that a bond in 100% of the Contract Amount, covering the faithful performance of the Contract and the payment of all obligations arising thereunder, will be required by the Owner. Premiums for the Performance and Payment Bonds are included in the Proposal.

BID GUARANTEE

Accompanying this proposal is a certified or cashier's check of bidder's bond made payable to the Owner, the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, for not less than 5% of the largest possible combination of the proposal amounts submitted herein. The bidder's check or bond will be returned to the bidder except that in the event of the Owner's acceptance of this proposal, the bidder fails to execute a contract and file performance and payment bonds within thirty days of the date of the Owner's acceptance, then, in that event, the bidder's check or bond will become the property of the Owner because of the failure of the bidder to comply with the specified requirements.

9-31-
If awarded the Contract for this project, the undersigned agrees, in accordance with the provisions of the Special Conditions, to substantially complete all work covered by the Base Proposal and accepted Alternates on or before September 1, 1972.

If the project remains uncompleted by the specified date of substantial completion, the undersigned agrees, in accordance with the requirements of the Special Condition, that the Owner may retain the sum of two hundred fifty dollars ($250.00) from the Contract amount for each calendar day following the required completion date (Saturdays, Sundays, and holidays included) that the work remains incomplete.

ADDENDA

The undersigned acknowledges receipt of addenda numbers issued during the time of bidding and includes the several changes therein in this proposal.

It is understood that if accepted by the Owner, this proposal becomes a part of the Contract Documents upon the signing of the Contract, and failing to comply with any part of this proposal will be taken as failure of the bidder to comply with the Contract Documents and will be just cause for rejection of the work.

It is also understood that the Owner reserves the right to reject any or all bids and waive formalities and irregularities or to accept any bid considered advantageous.

The Undersigned agrees that he will not withdraw this proposal for a period of thirty days from the date hereof.

DATE December 15, 1971

SIGNED

Vice President

ADDRESS Longines Construction Co.

P. O. Box 3536

Tyler, Texas 75701

(Seal if bid is by a corporation)
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) Loggins Construction

(2) Corporation

of P. O. Box 3536, Tyler, Texas

hereinafter called Principal and (3) Argonaut Insurance Company

of Menlo Park, State of California hereinafter called the Surety, are held and firmly bound unto (4) Stephen F. Austin State University, Nacogdoches, Texas

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of One million five hundred eighteen thousand and No/100--DOLLARS ($ 1,518,000.00) in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Stephen F. Austin State University, the Owner, dated the 18 day of December, A.D. 1971, a copy of which is hereto attached and made a part hereof for the construction of:

University Stadium

9-33-
NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 18 day of December, A.D., 1971.

ATTEST:

Loggins Construction Company

Address

Witness as to Principal
ATTTEST:

(Surety) Secretary

Witness as to Surety

Address

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

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

COUNTY OF  Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we (1) Loggins Construction Company
of (2) P. O. Box 3536, Tyler, Texas hereinafter called Principal and (3) Argonaut Insurance Company of Menlo Park State of California hereinafter called the Surety, are held and firmly bound into (4) Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of One million five hundred eighteen thousand and No/100 DOLLARS ($1,518,000.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) Stephen F. Austin State University, the Owner, dated the 18 day of December, A. D., 1971, a copy of which is attached hereto and made a part hereof for the construction of:

University Stadium

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 18 day of December, A. D. 1971.

ATTEST:

Loggins Construction Company

(Principal) Secretary

SEAL

Witness as to Principal

P. O. Box 3536, Tyler, Texas
(Address)
ATTEST:

(Surety) Secretary

Witness as to Surety

Address

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

KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

CHARLES A. TURNER and JAMES E. BASS, individually

of Tyler, Texas its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and on its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Secretary, this 25th day of June 1970.

ARGONAUT INSURANCE COMPANY

[Seal]

Vice President

[Seal]

Assistant Secretary

THE STATE OF CALIFORNIA
COUNTY OF San Francisco

On this 25th day of June 1970, before me came the above named Vice President and Assistant Secretary of Argonaut Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of Argonaut Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

[Seal]

VENA M. HARRIS
NOTARY PUBLIC, CALIFORNIA
SAN FRANCISCO COUNTY
MY COMMISSION EXPIRES DEC. 15, 1973

Vena M. Harris, Notary Public
My Commission Expires Dec. 15, 1973
I, the undersigned Secretary of Argonaut Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company at a meeting duly called and held on the 25th day of May 1965, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Menlo Park, California, this 18th day of December 1971

[Signature]

Secretary

FID 1106 RJ
72-27
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract with T. E. Allen Construction Company of Jacksonville, Texas, for $204,800 for the Renovation-Austin Building-Phase IV project (including primary electric service) be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 18th day of December, 1971, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and T. E. ALLEN CONSTRUCTION COMPANY, JACKSONVILLE, TEXAS hereinafter called "Contractor".

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

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

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

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

Addendum No. 1, dated November 4, 1971, Pages 1-3

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

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

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

9-43
-2-
The Contractor shall complete the Project as expeditiously as possible and with as little delay as possible.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein.

TWO HUNDRED FOUR THOUSAND AND EIGHT HUNDRED DOLLARS ($204,800.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Senate Bill No. 11 of the 62nd Legislature.

The basis of the above contract price is as follows:

| Base Bid No. 1            | $ 192,800.00 |
| Base Bid No. 2 - New Primary Electric Service | 12,000.00 |
| Contract Price            | $ 204,800.00 |

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. 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 accident; Property Damage Insurance in an amount not less than $100,000.00, each occurrence $300,000.00 aggregate.

c) **Automotive Public Liability and Property Damage Insurance:**

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

- 6 -
d) Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

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

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

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

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

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$ 119,900.00</td>
</tr>
<tr>
<td>Materials</td>
<td>84,900.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 204,800.00</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 [Signature]
Witness

By [Signature]
President

T. E. ALLEN CONSTRUCTION COMPANY
JACKSONVILLE, TEXAS
Address

SEAL

[Signature]
Witness

By [Signature]

READ AND EXAMINED:

[Signature]
Secretary
Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS [Signature]
Assistant

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

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

THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we (1)

T. B. Allen Construction Company

of Box 1367, Jacksonville, Texas hereinafter called Principal and (3) Argonaut Insurance Company

of Menlo Park State of California hereinafter called the Surety, are held and firmly bound into (4)

Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of Two hundred four thousand eight hundred and No/100 DOLLARS ($ 204,800.00 ), in lawful money of the United States, to be paid in (5) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6)

Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 18th day of December 1971, a copy of which is attached hereto and made a part hereof for the construction of:
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

_18th_ day of _December_ A.D., 1971.

ATTEST:

T. E. Allen Construction Company
Principal

(Principal) Secretary

SEAL

T. E. Allen, Owner

Witness as to Principal

(Address)

ATTEST:

Argonaut Insurance Company
Surety

(Surety) Secretary

James B. Bass

Witness as to Surety

Address

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: 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.
KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

CHARLES A. TURNER and JAMES E. BASS, individually

of Tyler, Texas

its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Secretary, this 25th day of June 1970

ARGONAUT INSURANCE COMPANY

(Seal)

THE STATE OF CALIFORNIA
COUNTY OF San Francisco

On this 25th day of June 1970, before me came the above named Vice President and Assistant Secretary of Argonaut Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of Argonaut Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

VENA M. HARRIS
Notary Public
My Commission Expires Dec. 15, 1973

9-54
I, the undersigned Secretary of Argonaut Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company at a meeting duly called and held on the 25th day of May 1965, and that said resolution has not been amended or repealed:

"RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of this Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Menlo Park, California, this day of 19

[Signature]

Secretary

FIO 1105 R-8
PAYMENT BOND

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

THE STATE OF Texas
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we

(1) T. E. Allen Construction Company

(2) an Individual

(3) Argonaut Insurance Company of Menlo Park, State of California

are held and firmly bound unto (4) Stephen F. Austin State University, Nacogdoches, Texas

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Two hundred four thousand eight hundred and No/100------ DOLLARS ($ 204,800.00)
in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with

(6) Stephen F. Austin State University

Nacogdoches, Texas, the Owner,
dated the 18th day of December, A.D., 1971,
a copy of which is hereto attached and made a part hereof for the
construction of: Alterations and Remodel of 3 floors of the

Austin Building PH IV

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 pro-
tection of all claimants supplying labor and materials in the pro-
secution 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 per-
formed thereunder or the Specifications accompanying the same
shall in any wise affect its obligation on this bond, and it does
hereby waive notice of any change, extension of time, alteration
or addition to the terms of the Contract or to the work or to the
Specifications.

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

18th day of December A.D., 1971.

ATTEST:

T. E. Allen Construction Company
Principal

BY: T. E. Allen

(Principal) Secretary

SEAL

T. E. Allen, Owner

Witness as to Principal

(Address)

ATTEST:

Argonaut Insurance Company
Surety

BY: James E. Bass

(Surety) Secretary

Witness as to Surety

Address

ATTORNEY GENERAL OF TEXAS

NOTE: Date of Bond must not be prior to date of Contract.
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(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Maness, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the contract with the Tyler Lumber and Salvage Company for the demolition and removal of the substructures below the existing bleachers for a total value of $21,500 be approved and the comptroller authorized to sign the work order agreement.

Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the proposal to provide a utility line easement to Texas Power & Light Company be tabled, and that the Chairman appoint Regent Gray, chairman, and Regents Tanner and Todd to a committee to make a recommendation about the project, after consulting with Texas Power & Light Company.

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

C. G. Haas
Secretary