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Minutes of the Meeting of the Board of Regents of Stephen F. Austin State University held in Dallas, Texas
March 7, 1972
VOLUME NO. 11

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MINUTES OF THE MEETING OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT DALLAS, TEXAS

March 7, 1972

The meeting was called to order by R. E. McGee, Chairman of
the Board of Regents, at 1:00 p.m., March 7, 1972.

PRESENT:

Members:  Mr. R. E. McGee of Houston
          Mr. Joe Bob Golden of Jasper
          Mr. Robert C. Gray of Austin
          Mr. Walter Todd of Dallas
          Mr. Douglas Bergman of Dallas
          Mr. Sam Tanner of Beaumont
          Mr. Roy Maness of Beaumont

ABSENT:

Members:  Mrs. Lera Thomas of Houston
          Mr. James I. Perkins of Rusk

PRESENT:

Mr. C. G. Haas, Secretary

Dr. R. W. Steen, President of the University
72-49

Upon motion of Regent Gray, seconded by Regent Golden, with all Regents voting aye, it was ordered that the Bond Resolution and all required and related documents prepared by Messrs. McCall, Parkhurst and Horton, to create the issuance and sale of $4,600,000 of Board of Regents of Stephen F. Austin State University General Fee Revenue Bonds, Series 1972, be approved and the Chairman of the Board be authorized to sign the appropriate documents, as follows:

CERTIFICATE FOR
A RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY GENERAL FEE REVENUE BONDS,
SERIES 1972, $4,600,000

THE STATE OF TEXAS:
COUNTY OF NACOGDOCHES:
STEPHEN F. AUSTIN STATE UNIVERSITY:

We, the undersigned officers of the Board of Regents of Stephen F. Austin State University, hereby certify as follows:

1. That the Board of Regents of said University convened in Dallas meeting on the 7th day of March, 1972, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Regents, to-wit:

   R. E. McGee, Chairman
   Joe Bob Golden, Vice Chairman
   James I. Perkins
   Lera Thomas
   Robert C. Gray

   and all of said persons were present, except the following absentees:

   James I. Perkins and Lera Thomas,

   thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL FEE REVENUE BONDS

was duly introduced for the consideration of said Board of Regents and read in full. It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote, to-wit:

ARYES: All members of said Board of Regents shown present above voted "Aye".
NOES: None.
2. That a true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Regents minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board of Regents minutes of said meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Regents as indicated therein; that each of the officers and members of said Board of Regents was duly and sufficiently notified, officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public as required by law and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

3. That the Chairman of the Board of Regents has approved, and hereby approves, the aforesaid Resolution; that the Chairman and Secretary of said Board of Regents have duly signed said Resolution; and that the Chairman and Secretary of said Board of Regents hereby declare that their signing of this Certificate shall constitute their signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this the 7 day of March, 1972.

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

/s/ R. E. McGee
Chairman, Board of Regents,
Stephen F. Austin State
University.

(SEAL)

A RESOLUTION
AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY GENERAL FEE REVENUE BONDS, SERIES 1972, $4,600,000

WHEREAS, the Board of Regents of Stephen F. Austin State University is authorized to issue bonds in accordance with Chapter 55 of the Texas Education Code; and

WHEREAS, it is hereby officially found and determined that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Resolution is passed, such emergency or urgent public necessity being that the proceeds from the proposed bonds are required
as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public, as required by law and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St., Article 6252-17.

THEREFORE, BE ITResolved BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

Section 1. That said Board's negotiable, serial, coupon bonds, to be designated and issued as follows:

BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY
GENERAL FEE REVENUE BONDS, SERIES 1972 (hereinafter sometimes called the "Series 1972 Bonds" or "Bonds"), are hereby authorized to be issued and delivered in the principal amount of $4,600,000 for the purpose of constructing and equipping a Library Building for and on behalf of the University on its campus at Nacogdoches, Texas.

Section 2. That the Series 1972 Bonds shall be dated February 1, 1972, shall be numbered consecutively from 1 through 920, shall be in the denomination of $5,000 each, and shall be and become due and payable serially on August 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

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<th>AMOUNT</th>
<th>YEAR</th>
<th>AMOUNT</th>
<th>YEAR</th>
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<td></td>
<td></td>
<td>2001</td>
<td>310,000</td>
</tr>
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</table>

Section 3. That the Series 1972 Bonds shall bear interest from their date, until maturity or redemption, at the following rates, payable on August 1, 1972, and semi-annually thereafter on each February 1 and August 1, to-wit:

Bonds maturing during the years 1973 through __________ __________ ______ % per annum;

Bonds maturing during the years __ through __________ __________ ______ % per annum;

Bonds maturing during the years __ through __________ __________ ______ % per annum;
Bonds maturing during the years
________ through ________ ________

% per annum;

Bonds maturing during the years
________ through ________ ________

% per annum;

Bonds maturing during the years
________ through ________ ________

% per annum

Section 4. That as to the Series 1972 Bonds, bonds scheduled to
mature on or after August 1, 1983, the Board of Regents reserves the right
and option to redeem said bonds prior to their scheduled maturities, in whole
or in part, on February 1, 1982, or on any interest payment date thereafter,
at par and accrued interest to date of redemption, plus a premium on the
principal amount of each bond so called for redemption, as follows:

3% if redeemed February 1, 1982, through August 1, 1985, incl.;
2% if redeemed February 1, 1986, through August 1, 1988, incl.;
1% if redeemed February 1, 1989, through August 1, 1991, incl.;
0% if redeemed February 1, 1992, or thereafter.

Section 5. At least thirty days prior to the date fixed for any
redemption of bonds, said Board shall cause a written notice of any such re-
demption to be published at least once in a financial publication published
in the City of New York, New York, or in the City of Austin, Texas. By
the date fixed for any such redemption, due provision shall be made with
the paying agents for the payment of the required redemption price. If such
written notice of redemption is published and if due provision for such
payment is made, all as provided above, the bonds which are to be so
redeemed thereby automatically shall be redeemed prior to their scheduled
maturities, and they shall not bear interest after the date fixed for re-
demption, and they shall not be regarded as being outstanding except for the
purpose of being paid by the paying agents with the funds so provided for
such payment.

Section 6. That the bonds, and the interest coupons appertaining
thereto, shall be payable, shall have the characteristics, and shall be
signed and executed (and said bonds shall be sealed), all as provided, and
in the manner indicated, in the form of bond set forth in this Resolution.

Section 7. That the form of the bonds, including the form of
Registration Certificate of the Comptroller of Public Accounts of the
State of Texas to be printed and endorsed on each of said bonds, and the
form of the aforesaid interest coupons which shall appertain and be
attached initially to each of said bonds, shall be, respectively, sub-
stantially as follows:

(FORM OF BOND)
ON AUGUST 1, 19___, THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, for and on behalf of Stephen F. Austin State University, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of ___% per annum, evidenced by interest coupons payable on August 1, 1972, and semi-annually thereafter on each February 1 and August 1 while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the Fredonia State Bank, Nacogdoches, Texas, or, at the option of the bearer, at The Chase Manhattan Bank (National Association), New York, New York, which places shall be the Paying Agents for this Series of bonds.

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated February 1, 1972, issued in the principal amount of $4,600,000, for the purpose of constructing and equipping a Library Building for and on behalf of the University on its campus at Nacogdoches, Texas.

THE BOARD shall have the option of calling bonds maturing serially on or after August 1, 1983, for redemption prior to maturity, in whole or in part, on February 1, 1982, or on any interest payment date thereafter, at par and accrued interest to the date of redemption, plus a premium on the principal amount of each bond so called for redemption, as follows:

3% if redeemed February 1, 1982, through August 1, 1985, incl.;
2% if redeemed February 1, 1986, through August 1, 1988, incl.;
1% if redeemed February 1, 1989, through August 1, 1991, incl.;
0% if redeemed February 1, 1992, or thereafter.

AT LEAST thirty days prior to the date fixed for any such redemption, said Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York, or in the City of Austin, Texas. By the date fixed for any such redemption, due provision shall be made with the paying agents for the payment of the required redemption price. If such written notice of redemption is published, and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically
shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the paying agents with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part, are secured by and payable from an irrevocable first lien on and pledge of the student general fees, annual interest grants received from the United States, Department of Health, Education, and Welfare, in connection with the Bonds, and other revenues, collectively defined as "Pledged Revenues" and specifically described in the Resolution authorizing this Series of bonds.

SAID BOARD has reserved the right, subject to the restrictions stated in said Resolution authorizing this Series of bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Pledged Revenues.

THE HOLDER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board, and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Regents,  
Stephen F. Austin State University  
Chairman, Board of Regents,  
Stephen F. Austin State University

(FORM OF COMPTROLLER'S REGISTRATION CERTIFICATE)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. 

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal this .

Comptroller of Public Accounts of the State of Texas.
(FORM OF INTEREST COUPON)

NO. __________  $_________

ON __________ 1, 19 __.

THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, for and on behalf of Stephen F. Austin State University, promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at the Fredonia State Bank, Nacogdoches, Texas, or, at the option of the bearer, at The Chase Manhattan Bank (National Association), New York, New York, said amount being interest due that day on the bond, bearing the number hereinafter designated of that issue of "BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY GENERAL FEE REVENUE BOND, SERIES 1972, dated August 1, 1972. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. BOND NO. __________.

Secretary, Board of Regents.  Chairman, Board of Regents

Section 8. That throughout this Resolution, the following terms as used herein shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Board" shall mean the Board of Regents of Stephen F. Austin State University.

The term "Outstanding" when used with reference to Bonds or Additional Bonds and as of a particular date, all Bonds and Additional Bonds theretofore issued and not cancelled except Bonds or Additional Bonds for the payment or redemption of which cash, equivalent to the principal amount or redemption price thereof, with interest to date of maturity or redemption date, shall be held by the Banks of Payment, provided that if such Additional Bonds are to be redeemed prior to date of maturity, notice of redemption shall have been given as provided in the Resolution or Resolutions authorizing such Additional Bonds.

The term "University" shall mean the Stephen F. Austin State University.

The term "General Fee" shall mean the gross collections of the general fee fixed, charged, and collected from all students (excepting those students who are dependent children of Texans who are prisoners of war or missing in action, as provided by Chapter 755, Acts of the Regular Session of the 62nd Legislature) regularly enrolled in the
University, commencing and effective with the regular 1971 fall semester, for the use and availability of the University, in the manner and to the extent provided in this Resolution, and as authorized by Section 55.17 of the Texas Education Code.

The term "Pledged Revenues" shall mean collectively, the General Fee, and annual interest grants received from the United States, Department of Health, Education and Welfare, in connection with the Bonds, together with any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Bonds or the Additional Bonds.

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in this Resolution.

Section 9. That the Bonds and any Additional Bonds, and the interest thereon, are and shall be secured by and payable from an irrevocable first lien on and pledge of the Pledged Revenues.

Section 10. That the Bonds and any Additional Bonds, and interest coupons appertaining thereto shall constitute special obligations of the Board, payable solely from the Pledged Revenues, and such obligations shall not constitute a prohibited indebtedness of the University, the Board, nor the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons attached thereto shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 11. (a) That the Board covenants and agrees to fix, levy, charge, and collect the General Fee from all students (excepting those exempt by Chapter 755, Acts of the Regular Session of the 62nd Legislature) regularly enrolled in the University, at each regular fall and spring semester and at each term of each summer session, for the use and availability of the University, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide, together with other Pledged Revenues, the money for making all deposits required to be made to the credit of the Interest and Sinking Fund and the Reserve Fund in connection with the Bonds and any Additional Bonds.

(b) That it is hereby resolved, declared, and confirmed that, commencing and effective with the regular 1971 fall semester of the University, the General Fee has been and is hereby fixed and levied, and was and shall be charged and collected at the rates as follows:

1. $17.00 per student enrolled at each of the regular fall and spring semesters; and
2. $8.50 per student enrolled at each term of each summer session;
and the General Fee shall be increased if and when required by this
Section, and may be decreased, so long as all Pledged Revenues are
sufficient to provide the money for making all deposits required to
be made to the credit of the Interest and Sinking Fund and Reserve Fund
in connection with the Bonds and any Additional Bonds. All such changes
in the General Fee shall be made by resolution of the Board, but such
procedure shall not constitute or be regarded as an amendment of this
Resolution, but merely the carrying out of the provisions hereof.

Section 12. That there is hereby created and shall be established
on the books of the University a separate account to be entitled the
"Revenue Fund" (hereinafter called the "Revenue Fund"). All collections
of the General Fee and annual interest grants received from the United
States, Department of Health, Education and Welfare, in connection with
the Bonds, and any other Pledged Revenues, including the collections of
the General Fee received during the Fall Semester of 1971 and Spring
Semester of 1972, shall be credited to the Revenue Fund.

Section 13. That to pay the principal of and interest on all
outstanding Bonds and any Additional Bonds, as the same come due, there
is hereby created and shall be established at an official depository of
the University (which must be a member of the Federal Deposit Insurance
Corporation) a separate Fund to be entitled the "General Fee Revenue Bonds
Interest and Sinking Fund" (hereinafter sometimes called the "Interest and
Sinking Fund").

Section 14. That there is hereby created and shall be established
at an official depository of the University (which must be a member of the
Federal Deposit Insurance Corporation) a separate fund to be entitled
"General Fee Revenue Bonds Reserve Fund" (hereinafter sometimes called
the "Reserve Fund") which shall be used finally in retiring the last of
its Outstanding Bonds and any Additional Bonds, or for payment of the
principal of and interest on any Outstanding Bonds and Additional Bonds,
when and to the extent the amount in the Interest and Sinking Fund is
otherwise insufficient for such purpose.

Section 15. Money in any Fund established pursuant to this
Resolution may, at the option of the Board, be placed in time deposits
or invested in direct obligations of, or obligations the principal of
and interest on which are guaranteed by, the United States of America,
evidences of indebtedness of the Federal Land Banks, Federal Inter-
mediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks,
or Federal National Mortgage Association; provided that all such deposits
and investments shall be made in such manner that the money required to
be expended from any Fund will be available at the proper time or times.
Such investments shall be valued in terms of current market value as of
the last day of February and August of each year. Interest and income
derived from such deposits and investments shall be credited to the
Fund from which the deposit or investment was made. Such investments
shall be sold promptly when necessary to prevent any default in con-
nection with the Bonds or Additional Bonds.
Section 16. That all money in all funds created by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of the University, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

Section 17. That the Board shall transfer from the Pledged Revenues in the Revenue Fund and deposit to the credit of the Interest and Sinking Fund the amounts, at the times, as follows:

(1) On or before July 25, 1972, and semi-annually on or before each January 25 and July 25 thereafter, an amount which will be sufficient, together with other monies, if any, then on hand therein and available for such purpose, to pay the interest scheduled to accrue and come due on the Bonds on the next succeeding interest payment date; and

(2) On or before January 25, 1973, and semi-annually on or before each July 25 and January 25 thereafter, an amount equal to one-half of the principal scheduled to mature and come due on the Bonds on the next succeeding principal maturity date.

Section 18. That on or before July 25, 1972, and semi-annually on or before each January 25th and July 25th thereafter, the Board shall transfer from the Revenue Fund and deposit to the credit of the Reserve Fund an amount equal to 1/10th of the average annual principal and interest requirements of the Bonds; provided, however, that when the money and investments in the Reserve Fund are at least equal in market value to the amount of the average annual principal and interest requirements of the Bonds, then such deposits may be discontinued, unless and until the Reserve Fund should be depleted to less than said amount in market value, in which case said deposits shall be resumed and continued until the Reserve Fund is restored to said amount; and so long as the Reserve Fund contains said amount, any surplus in the Reserve Fund over said amount may be used to retire any Bonds or Additional Bonds by purchase on the open market, at such price as shall be determined by the Board, or by call for redemption prior to maturity (provided that if any Bond or Additional Bond is subject to call for redemption prior to maturity on the next succeeding interest payment date, its purchase price shall not exceed the redemption price that would be applicable on such date), or such surplus may be used for any other lawful purpose, at the option of the Board.

Section 19. (a) That if on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues, or from any other sources available for such purpose.

(b) That immediately following each required semi-annual deposit from the Revenue Fund to the credit of the Interest and Sinking Fund and the Reserve Fund, as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, all remaining surplus Pledged
Revenues then on deposit to the credit of the Revenue Fund may be used by the Board for any lawful purpose. It is specifically covenanted and agreed, however, that none of the Pledged Revenues in the Revenue Fund will be released from the control of the Board, or otherwise expended or disposed of, until after each such required semi-annual deposit from the Revenue Fund has been made to the credit of the Interest and Sinking Fund and the Reserve Fund.

Section 20. On or before the last day of July, 1972, and semi-annually on or before the last day of each January and of each July thereafter while any of the Bonds or Additional Bonds are outstanding and unpaid, the Board shall make available to the paying agents therefor, out of the Interest and Sinking Fund, and/or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds as will accrue or mature on the August 1st or February 1st immediately following. The paying agents shall totally destroy all paid Bonds and Additional Bonds, and the coupons appertaining thereto, and shall furnish the Board with an appropriate certificate of destruction.

Section 21. That at such times as the aggregate amount of money and investments in the Interest and Sinking Fund and the Reserve Fund are at least equal in market value to (1) the aggregate principal amount of all unpaid (unmatured and matured) outstanding Bonds and Additional Bonds, plus (2) the aggregate amount of all unpaid (unmatured and matured) outstanding interest coupons appertaining to such Bonds and Additional Bonds, no further deposits need be made into the Interest and Sinking Fund or Reserve Fund. In determining the amount of such Bonds and Additional Bonds, and interest coupons appertaining thereto, outstanding at any time, there shall be subtracted and excluded the amount of any such Bonds and Additional Bonds, and interest coupons appertaining thereto, which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents therefor sufficient, including any required redemption premium, for such redemption.

Section 22. That the Board shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in any amounts, for any lawful purpose, and to refund any Bonds, Additional Bonds, or any existing indebtedness of the University. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the bonds, and all other outstanding Additional Bonds, by an irrevocable first lien on and pledge of the Pledged Revenues.

Section 23. (a) The Interest and Sinking Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds as well as the Bonds. However, each resolution under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Board shall transfer from the Pledged Revenues and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said
Additional Bonds then being issued, as the same comes due, and that the Board shall transfer from said Pledged Revenues and deposit to the credit of the Reserve Fund at least such amounts, in approximately equal semi-annual installments, as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the Bonds and any other amounts already required to be deposited in the Reserve Fund in connection with the Bonds and any other outstanding Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of not to exceed sixty months after the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of all Bonds and Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on August 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on February 1 and August 1.

Section 24. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of the University signs a written certificate to the effect that the Board is not in default as to any covenant, condition, or obligation in connection with all outstanding Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be therein.

(b) The State Auditor of the State of Texas, or a certified public accountant, signs a written certificate to the effect that, during either the next preceding fiscal year, or any twelve consecutive calendar month period ending not more than ninety days prior to the adoption of the resolution authorizing the issuance of the then proposed Additional Bonds, the Pledged Revenues were at least equal to 1.25 times the average annual principal and interest requirements of all Outstanding Bonds and Additional Bonds.

(c) The senior financial officer of the University signs a written certificate to the effect that during each University fiscal year, while any Bonds or Additional Bonds are scheduled to be outstanding, beginning with the fiscal year next following the date of the proposed Additional Bonds, the Pledged Revenues estimated to be received during each of said fiscal years, respectively, will be at least 1.25 times the principal and interest requirements on all then outstanding Bonds and Additional Bonds, and the then proposed Additional Bonds, during each of said fiscal years, respectively.

Section 25. The Board further covenants and agrees that:
(a) It will fix, impose, charge, and collect all Pledged Revenues; and will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and each resolution authorizing the issuance of Additional Bonds, and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the Pledged Revenues the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from the Pledged Revenues the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund; and any holder of the Bonds or Additional Bonds may require the Board, its officials or employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution, or any resolution authorizing the issuance of Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Board, its officials and employees, or any appropriate official of the State of Texas.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Board in accordance with their terms.

(c) It lawfully owns and is lawfully possessed of the lands, buildings, and facilities constituting the University and its campus and has a good and indefeasible estate in such lands, buildings, and facilities in fee simple, that it warrants that it has, and will defend, the title to all the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the campuses, buildings, and facilities of the University, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment,
or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) That it will continuously and efficiently operate and maintain in good condition, and at a reasonable cost, the University and the facilities and services thereof, so long as any Bonds or Additional Bonds are outstanding.

(f) That while the Bonds or any Additional Bonds are outstanding and unpaid, the Board shall not additionally encumber the Pledged Revenues in any manner, except as permitted in this Resolution in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Pledged Revenues, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any bond holder.

(h) That each year while any of the Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the Pledged Revenues by the State Auditor of the State of Texas, or any certified public accountant, such audit to be based on the fiscal year of the University. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to all bondholders who shall so request in writing. Such annual audit reports shall be open to the inspection of the bondholders and their agents and representatives at all reasonable times.

(i) That the Board covenants that it will not permit to be deposited to the credit of any of the Funds created by this Resolution, or applied to the payment of the principal of or interest on the Bonds or any Additional Bonds, any proceeds from any grant, subsidy, donation, or income received from the United States Government, whether pursuant to agreement or otherwise, if such deposit or application would result in interest payable on the Bonds or Additional Bonds being includable in whole or in part in gross income for Federal income tax purposes.

(j) That the Board covenants that it will comply with all of the terms and conditions of any and all grant or subsidy agreements applicable to the Bonds or Additional Bonds entered into between the Board and any governmental agency in connection with any grant or debt service subsidy; and the Board will take all action necessary to enforce said terms and conditions.

11-15
(k) That the Board hereby covenants that the proceeds from the sale of said Bonds will be used as soon as practicable for the purpose for which said Bonds are issued; that such proceeds will not be invested in any securities or obligations except for the temporary period pending such use; and that such proceeds will not be used directly or indirectly so as to cause all or any part of the bonds to be or become "arbitrage bonds" within the meaning of Section 103(d) of the Internal Revenue Code of 1954, as amended, or any regulations or rulings prescribed or made pursuant thereto.

Section 26. That the Chairman of the Board is hereby authorized to have control of the Bonds and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of the Bonds.

Section 27. That it is hereby officially found and determined: that a case of emergency or urgent public necessity exists which requires the holding of the meeting at which this Resolution is adopted, such emergency or urgent public necessity being that the proceeds from the sale of said Bonds are required as soon as possible and without delay for necessary and urgently needed public improvements; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

Section 28. That said Bonds are hereby sold and shall be delivered to ___________________________________ for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of $__________________.

72-50
Upon motion of Regent Todd, seconded by Regent Tanner, with all Regents voting aye, it was ordered that the contract with A. M. Campbell Construction Company, Inc., for $2,919,000 for the construction of the new Library Building be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 7th day of March, 1972, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC., TYLER, 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 LIBRARY, 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 "LIBRARY, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS", sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions";

and the following:

Addendum No. 1, dated January 14, 1972, Pages 1 - 5 incl.
Addendum No. 2, dated January 18, 1972, Pages 1 - 4 incl.
Addendum No. 3, dated February 16, 1972, Pages 1 - 19 and Detail Sheets 9B/18, 9B/18A, 9E/19 and A/1 incl.
Addendum No. 4, dated February 18, 1972, Pages 1-2 incl.
Telegraphic Addendum No. 5, dated February 23, 1972 1 sheet.

Copies of which are attached hereto, are a part of this contract.

1. This Contract is to cover the General Contract Work, Elevators, 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-
2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 450 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $500.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.48 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, TWO MILLION NINE HUNDRED NINETY-NINE THOUSAND DOLLARS ($2,919,000.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Proceeds of Board of Regents of Stephen F. Austin State University General Fee Revenue Bonds, Series 1972.

The basis of the above contract price is as follows:

Base Bid $2,919,000.00
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, $500,000.00.

b) Comprehensive General Liability Insurance and Auto-

mobile Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death

-6-

11-22
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.

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

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

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

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

e) Completed Operations: Continue coverage in force for one year after completion of work.
f) 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 Owner shall provide Builder's Risk Insurance as specified in Paragraph 1.6 of Specifications on a 100% completed value basis 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>$ 819,000</td>
</tr>
<tr>
<td>Materials</td>
<td>2,100,000</td>
</tr>
<tr>
<td>Total</td>
<td>$ 2,919,000.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ____________________________  By ____________________________
Witness                     Witness

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

TYLER, TEXAS
Address

SEAL

Witness ____________________________  Witness ____________________________

READ AND EXAMINED:

GORDON CAMPBELL, PRESIDENT

Secretary ____________________________
Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

11-26

(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.
ADDITIONAL NO. 1

LIBRARY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS
HEW PROJECT NO. 5 - 7 - 00471 - 0

KENT, MARSELLOS AND SCOTT
ARCHITECTS - ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

LOVE, JACKSON & FRIBERG, INC.
MECHANICAL ENGINEERS
FORT WORTH NATIONAL BANK BUILDING
FORT WORTH, TEXAS 76102

January 14, 1972

GENERAL CONDITIONS:

1. Delete Paragraph 7.9.1.

SUPPLEMENTARY CONDITIONS:

1. 3a In case of conflict between the General Conditions and Supplementary Conditions, the General Conditions will govern.

SUBSTITUTIONS:

"The listing of the products of one manufacturer in the various sections of the specifications is intended to establish a standard of quality only and is not intended to preclude open competitive bidding. Approved equal products of other manufacturers will be acceptable provided the applicable provisions of the General Conditions are complied with. Such substitution request must be received by the Owner/Architect at least 7 days prior to bid opening. After execution of the contract agreement, proposed substitution will be considered only if there is no decrease in quality, and only when submitted by or through the General Contractor. Such requests shall be submitted promptly in order to allow adequate time for checking and study by the Owner/Architect without delaying the project. Requests for time extensions will not be approved for delays due to rejected substitutions. No substitutions will be allowed without the Architect's approval in writing."
DIVISION 2 - SITE WORK: "0211 - DEMOLITION", Page 2.
"0220 - EARTHWORK", Page 4. "Special Excavation and Fill Areas".

Planting areas, planting boxes and other areas specifically noted on the plans that occur over existing paved areas or existing running track shall be excavated to 24" below present or finished grade (whichever is lower) and filled with topsoil as specified under 'Topsoil'.

DIVISION 2 - SITE WORK: "0263 - WALKS", Page 2, "Exposed Aggregate Concrete".

The finish and appearance of the exposed aggregate concrete shall match the existing of the Mall west of Raguet Street, to sample approved by Architect.

DIVISION 4 - MASONRY:

Concrete masonry units of the exterior walls of the main building (but not around the stairways and not in the Mechanical Building) shall be filled solidly with dry field sand as approved by the Architect after laying. This is to provide mass for fallout shelter purposes. Do not fill space between face brick and backing.

DIVISION 4 - MASONRY: "0420 - UNIT MASONRY", Page 1, "Face Brick":

Change exterior and interior face brick from Henderson Clay Products 5-6000 G Brown mingle velour face brick to Henderson Clay Products #5-6000 G velour face brick; 10% Lite, 40% medium, 40% DK, 10% DK kiln 4 run 68-970.

DIVISION 4 - MASONRY: "0443 - SIMULATED STONE" Page 4, "Precast Block for Exterior Letters":

The 10" high "Clarendon Style" incised letters as shown on Detail 301 shall be cast into the stone by use of a reverse mold made from the Clarendon Style letters.

DIVISION 5 - METALS: "0550 - MISCELLANEOUS METALS,

Add one 18" x 18" access panel in Janitor's Closets 130, 225 and 331; at 4'-0" to bottom.
DIVISION 5 - METALS: "0550 - MISCELLANEOUS METALS"
Page 3, "Catch Basin Grating".

Change J G H from 24" x 24" to 36" x 36".

DIVISION 5 - METALS: "0550 - MISCELLANEOUS METALS",
Page 4, "Handrail for Exterior Ramp".

Provide post flange for level or rake as required by the details.

DIVISION 5 - METALS: "0550 - MISCELLANEOUS METALS",
Page 6, "Library Sign Anchor".

Hot dip galvanized after fabrication.

DIVISION 6 - CARPENTRY: "0610 - ROUGH CARPENTRY".

Provide roof curb for exhaust fan #3. See Mechanical for location.

DIVISION 6 - CARPENTRY: "0620 - FINISH CARPENTRY"

Change Appalachian red oak for "Hardwood", for "Interior Natural Finish Plywood" and for Doors to Appalachian white oak.

DIVISION 7 - THERMAL & MOISTURE PROTECTION: "0751 - BUILT-UP ROOFING AND COMPOSITION FLASHING".

Provide flashing for exhaust fan #3. See Mechanical for location.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION: "0760 - SHEET METAL".

Provide 6'-0" wide x 3'-0" high copper louver in north wall of Boiler Building, as directed on the job; Detail 7G/15; without asbestos board panel.

DIVISION 8 - DOORS, WINDOWS, HARDWARE, GLASS: "0870 - HARDWARE".


SET 3, Door #3, Exterior from Landing—On exterior omit all hardware from exit set except cylinders.
DIVISION 8 - DOORS, WINDOWS, HARDWARE, GLASS: "0870 - HARDWARE".

Provide and install where directed one Aristocrat Wall Key Cabinet AWC 150-S as manufactured by TelKey Inc., Glen Riddle, Pa., 19037; complete with cabinet lock, combination hook and label pockets, printed key gathering envelopes, reserve-pattern key tags with clip, key receipts and receipt holders, three part visual index. Capacity 150 keys.

DIVISION 9 - FINISHES: "0925 - GYPSUM DRYWALL:"

Extend wall furring to cover exhaust duct riser in Rooms 310 and 405.

DIVISION 10 - SPECIALTIES: "1040 - IDENTIFYING DEVICES",
Page 1 and 2.

Omit all of the "Name and Number Plates" and "Special Plates" listed on Page 1 and 2. "Interior Signs" and "Engraved Signs" on Page 2 to remain. Page 3 -- no change.

DIVISION 10 - SPECIALTIES: "1040 - IDENTIFYING DEVICES",
Page 3: Add Paragraph "Number Plates".

Provide and install on each side of Doors #5 and #6 to stair and on wall at elevators a 3" square floor number plate with 1-1/2" high incised numerals; total of 17-#1, 17-#2, 17-#3 and 17-#4. Mount plates 5'-0" above finished floor with countersunk stainless steel screws and epoxy adhesive to doors; countersunk stainless steel toggle bolts and epoxy adhesive to drywall. Plates shall be plastic; color of plate and color of number shall be as selected by the Architect.


Provide wall plate #509 where rope connects to counter.

DIVISION 14 - CONVEYING SYSTEMS: "1420 - ELEVATORS"

The Elevator Contractor must be able to show that he has installed at least ten elevator projects similar to those specified which have given satisfactory services and have been in successful operation for at least three years.
DETAIL SHEET 15.2.5:

Add to exhaust fan schedule: Fan #3, 3100 CFM, SP 1/8", max. top speed 3500 RPM, min. motor 1/3 H. P.; Penn LC-24 low contour roof type. Notes 1, 2 & 3 of the schedule also apply to Fan #3.

DIVISION 1610 - ELECTRICAL: "FIRE ALARM SYSTEM" PAGE 37

Provide door alarm system on four doors #23, fire escape doors to roof, like those specified for fire escape doors to exterior on First Floor.
SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 1. 63 OF "SUPPLEMENTARY CONDITIONS".

WAGE RATES: Not less than the following hourly wage rates as determined by the Secretary of Labor shall be paid to the various classes of laborers and mechanics employed on this project.

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY - WASHINGTON

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes of labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract by contractors and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of...
Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor,

Alfred L. Ganna, Director
Division of Wage Determinations
EMPLOYMENT STANDARDS ADMINISTRATION

Department, Agency, or Bureau
DHEW, Facilities Engineering & Construction, Region VI

DECISION No.
AM-7,890

Location of Project (City or other description)
Nacogdoches, Texas

Date of Decision
1-13-72

State
Texas

Expires
5-11-72

County
Nacogdoches

Description of Work: Project Number: 7-00471-0
Construction of a new Library Building, together with utilities, site work and incidental paving for Stephen F. Austin State University.
<table>
<thead>
<tr>
<th>Incidental Paving &amp; Utilities - 111 - Texas - 3 e</th>
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<tr>
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<td>Asphalt Raker</td>
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<tr>
<td>Batching Plant Scaleman</td>
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<tr>
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<td>Asphalt Paving Machine</td>
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<tr>
<td>Bulldozer, over 150 H.P.</td>
<td>3.20</td>
</tr>
<tr>
<td>Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel</td>
<td>3.25</td>
</tr>
<tr>
<td>Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel (1-1/2 C.Y.)</td>
<td>3.50</td>
</tr>
<tr>
<td>Foundation Drill Operator (Crawler Mounted)</td>
<td>2.65</td>
</tr>
<tr>
<td>Foundation Drill Operator (Truck Mounted)</td>
<td>2.70</td>
</tr>
<tr>
<td>Front End Loader (2-1/2 C.Y. and Less)</td>
<td>2.90</td>
</tr>
<tr>
<td>Front End Loader (Over 21-1/2 C.Y.)</td>
<td>3.00</td>
</tr>
<tr>
<td>Motor Grader Operator, Fine Grade</td>
<td>3.50</td>
</tr>
<tr>
<td>Motor Grader Operator</td>
<td>3.35</td>
</tr>
<tr>
<td>Roller, Steel Wheel (Plant-Mix Pavements)</td>
<td>2.55</td>
</tr>
<tr>
<td>Roller, Steel Wheel (Other-Flat Wheel or tamping)</td>
<td>2.60</td>
</tr>
<tr>
<td>Roller, Pneumatic (Self-Propelled)</td>
<td>2.50</td>
</tr>
<tr>
<td>Scrapers (17 C.Y. and Less)</td>
<td>2.90</td>
</tr>
<tr>
<td>Scrapers (Over 17. C.Y.)</td>
<td>3.00</td>
</tr>
<tr>
<td>Tractor (Crawler Type) 150 H.P. and Less</td>
<td>3.00</td>
</tr>
<tr>
<td>Tractor (Crawler Type) over 150 H.P.</td>
<td>3.25</td>
</tr>
<tr>
<td>Tractor (Pneumatic) 80 H.P. and Less</td>
<td>2.40</td>
</tr>
<tr>
<td>Tractor (Pneumatic) over 80 H.P.</td>
<td>2.50</td>
</tr>
<tr>
<td>Traveling Mixer</td>
<td>2.50</td>
</tr>
<tr>
<td><strong>Truck Drivers:</strong></td>
<td></td>
</tr>
<tr>
<td>Single Axle, Light</td>
<td>2.25</td>
</tr>
<tr>
<td>Single Axle, Heavy</td>
<td>2.50</td>
</tr>
<tr>
<td>Tandem Axle or Semitrailer</td>
<td>2.30</td>
</tr>
<tr>
<td>Lowboy-Float</td>
<td>3.00</td>
</tr>
<tr>
<td>Welder</td>
<td>3.00</td>
</tr>
</tbody>
</table>
ADDENDUM NO. 3

LIBRARY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS
HEW PROJECT NO. 5-7-00471-0

KENT, MARSELLOS AND SCOTT
ARCHITECTS - ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

LOVE, JACKSON & FRIBERG, INC.
MECHANICAL ENGINEERS
FORT WORTH NATIONAL BANK BUILDING
FORT WORTH, TEXAS 76102

FEBRUARY 16, 1972

DIVISION 2 - "0284 - TREES AND SHRUBS": Change Plant #4 on drawing sheet L-1 to "Specimen #4 - Photenia Fraseri, 47 required, 3 ft. to 4 ft. ".

DIVISION 3 - CONCRETE - "0337 - CEMENT FINISHES":

Cement topping at junction of floor with partition shall be as shown on Detail 9B/18 and 9E/18A revised 2/16/72.

DIVISION 4 - MASONRY - GENERAL:

Provide control joints (Detail 7J/7) above door (aligning with brick jambs) at Transformer Enclosure 160. Provide control joints (Detail 7J/6) between main building and face brick at Dock 135 roof. Provide control joint as shown on Detail Sheet A-2.

"0415 - MASONRY ACCESSORIES:" Provide masonry anchors and reinforcing at brick veneer at columns at main entrance to building as shown on Detail Sheet A-2.
DIVISION 5 - MISCELLANEOUS METALS

Stair partition support shall be as shown on Sheet A-1.
Change Bar land Aluminum threshold to bronze.

DIVISION 7 - THERMAL & MOISTURE PROTECTION:

"0711 - MEMBRANE WATERPROOFING:"

Membrane waterproofing at floors shall turn up at partitions as shown on Details 9B/18, 9B/18A & 9B/19. Waterproofing contractor shall furnish metal angle to support turned up membrane waterproofing.

"0790 - CALKING":

Provide control joints (Detail 7J/7) above door (aligning with brick jambs) at Transformer Enclosure 160. Provide control joints (Detail 7J/6) between main building and face brick at Lock 135 roof. Provide control joint as shown on Detail Sheet A-2.

DIVISION 9 - FINISHES:

"0925 - GYPSUM DRY WALL":

Partitions at junction with floors having waterproofing shall be as shown on Details 9B/18, 9B/18A, and 9B/19 Revised 2/16/72.

Stair partition support shall be as shown on Sheet A-1.

"0930 TILE - CERAMIC":

The Ceramic Tile Contractor is to install floor fill as specified under "0337 - CEMENT FINISHES", "Applied Cement Finish Over Membrane", thickness as shown on Detail 9C/5A.

Cement topping and ceramic tile at junction of floor with partition shall be as shown on Detail 9B/19 Revised 2/16/72.
DIVISION 10 - SPECIALTIES: In ADDENDUM NO. 1, dated January 1, 1972, on Page 2, delete the two following paragraphs:

Omit all of the "Name and Number Plates" and "Special Plates" listed on Page 1 and 2. "Interior Signs" and "Engraved Signs" on Page 2 to remain. Page 3 -- no change.

Provide and install on each side of Doors #5 and #6 to stair and on wall at elevators a 3" square floor number plate with 1-1/2" high incised numerals; total of 17-#1 17-#2, 17-#3 and 17-#4. Mount plates 5'-0" above finished floor with countersunk stainless steel screws and epoxy adhesive to doors; countersunk stainless steel toggle bolts and epoxy adhesive to drywall. Plates shall be plastic; color of plate and color of number shall be as selected by the Architect.

DIVISION 10 - SPECIALTIES: "1040 - IDENTIFYING DEVICES". Omit this entire section ("1040 - IDENTIFYING DEVICES") from the specification, Pages 1, 2 and 3 and substitute the following new section "1040 - IDENTIFYING DEVICES":

1040 - IDENTIFYING DEVICES

GENERAL: Furnish literature, samples, shop drawings, etc. for approval of Architect before fabricating.

Mounting: Plates mounted on masonry shall be attached with countersunk stainless steel machine bolts and expansion shields and epoxy cement. Remove paint before applying epoxy.

Plates mounted on drywall shall be attached with countersunk stainless steel toggle bolts and epoxy adhesive. Remove paint before applying epoxy.

Plates mounted on wood doors or metal doors or frames shall be attached with countersunk stainless steel screws and epoxy adhesive. Remove paint or varnish down to bare metal or wood before applying adhesive. Plates on doors shall be centered on door at 5'-0" above finished floor.
Addendum No. 3
Library
Stephen F. Austin State University
Page 4

("1040 - IDENTIFYING DEVICES" Continued)

Manufacturer: Plastic plates shall be as manufactured by the Vomar Products Co., 2807 Empire Avenue, Burbank, California 91504.

Material shall be 0.125" solid acrylic plastic, with integral permanent color and satin matte finish. Type image shall be pigment fused to plastic under heat and pressure to 0.003" depth. Type image shall be clear and sharp.

Letters and numbers shall be Venus Bold Extended, 48 pt., size as listed or selected. Color of plates and color of numbers and letters shall be as selected by the Architect.

Where necessary because of size, laminate two or more pieces of plastic together to provide necessary rigidity.

Type numbers as listed are from Vomar catalog.

Name and Number Plates: ES101 (1-5/8" x 4) or ES102 (1-5/8" x 9") as required with 5/8" high numbers or letters.

Furnish the following, with black aluminum frame:

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>Type</th>
<th>Mounting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>5</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Women</td>
<td>5</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Janitor</td>
<td>4</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Mechanical Equipment</td>
<td>4</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Elevator Equipment</td>
<td>1</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Electrical Equipment</td>
<td>1</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Exit To Roof</td>
<td>4</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Staff Only</td>
<td>21</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Technical Services</td>
<td>2</td>
<td>20</td>
<td>Door</td>
</tr>
<tr>
<td>Emergency Exit with arrow pointing to exterior door</td>
<td>4</td>
<td>11</td>
<td>Wall</td>
</tr>
<tr>
<td>101, 102, 103, 104, 105, 106, 107</td>
<td>1 Each</td>
<td>20</td>
<td>Door Frame</td>
</tr>
<tr>
<td>201, 202, 203, 204, 205</td>
<td>1 Each</td>
<td>20</td>
<td>Door Frame</td>
</tr>
<tr>
<td>301, 302, 303, 304, 305, 306, 307</td>
<td>1 Each</td>
<td>20</td>
<td>Door Frame</td>
</tr>
<tr>
<td>401, 402, 403, 404, 405</td>
<td>1 Each</td>
<td>20</td>
<td>Door Frame</td>
</tr>
</tbody>
</table>
Addendum No. 3
Library
Stephen F. Austin State University
Page 5

("1040 - IDENTIFYING DEVICES" Continued)

Special Plates: Furnish the following, with black aluminum frame:

<table>
<thead>
<tr>
<th>ES15B (15&quot; x 15&quot;) Public Stair</th>
<th>29</th>
<th>19</th>
<th>Door</th>
</tr>
</thead>
<tbody>
<tr>
<td>ES15T (5-1/16&quot; x 15&quot;) Shipping-Receiving</td>
<td>1</td>
<td>20</td>
<td>Wall</td>
</tr>
<tr>
<td>ES13 (13&quot; x 13&quot;) Reference</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Bibliography</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Circulation</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Periodicals</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Copy Reproduction</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Special Collections</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Curriculum</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Documents</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Conference Room</td>
<td>2</td>
<td>19</td>
<td>Door</td>
</tr>
<tr>
<td>Administration</td>
<td>1</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>Smoker's Lounge</td>
<td>3</td>
<td>19</td>
<td>Door</td>
</tr>
<tr>
<td>&quot;Wording as directed&quot;</td>
<td>2</td>
<td>19</td>
<td>Wall</td>
</tr>
<tr>
<td>ES4 (4&quot; x 4&quot;)</td>
<td>1</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td>1-1/2&quot; Numerals</td>
<td>1</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>Raised or Incised (To aid the Blind)</td>
<td>2</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>16</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>ES15 (15&quot; x 15&quot;) Warning Emergency Exit Only, Bell Will Ring When Door is Opened (red letters on white background)</td>
<td>8</td>
<td>19</td>
<td>Door</td>
</tr>
</tbody>
</table>

PB104 (1-5/8" x 13") Desk Plaque, black base, wording as directed 14

Ceiling Hung Signs: Shall be same style of letter as specified for other signs; thickness of plastic as required for size specified; with black aluminum frame 3" wide to receive 1/2" round black aluminum tube hangers. Suspend from structural slab above.
Addendum No. 3
Library
Stephen F. Austin State University
Page 6

("1040 - IDENTIFYING DEVICES" Continued)

"Information" on one face, opposite face blank, 12" x 48", 5" letters.

"Author" on two faces, 12" x 48", 5" letters.

"Subject" on two faces, 12" x 48", 5" letters.

"Title" on two faces, 12" x 48", 5" letters.

Cast Aluminum Letters: As shown on Detail 10J/1 shall be Micro Bold as manufactured by Nelco Metalcraft, Inc., 3600 W. Potomac Ave., Chicago, Illinois 60651.

Letters shall be cast aluminum with satin alumilite finish; 1-1/16" - 7/8" stroke, 5/8" depth, 3-5/8" average width; #6 wood mounting.

Furnish the following: Bibliography, Circulation (2), Reserve, Reference, Catalogs.

Engraved Signs: Provide and install two engraved signs; 1/8" thick anodized aluminum with beveled edges and black incised letters.

One sign to read "Book Drop", 4" high x 12" long.

One sign to read "Book Drop on North Side of Building" and with arrow pointing north, 8" high x 16" long.

Furnish drawings of signs for Architect's approval before fabrication.

Anchor to masonry with Spanner head stainless steel machine bolts in expansion shields. Anchor to metal doors with epoxy cement and Spanner head self tapping screws.

Porcelain Enamel Sign: Provide on door to Transformer Enclosure one 10" x 8" sign with words "Danger High Voltage"; sign shall be porcelain enamel on steel, white background, red letters. Mount with stainless steel screws and epoxy cement to active metal door.
"1041 - DIRECTORY & BULLETIN BOARD": Add the following:

Information Directory: Shall be DavSon style AO-154 (non-illuminated) 18" wide x 24" high; Elevation E-1; with 2 directories mounted back to back on standard.

Directory frame shall be extruded aluminum with black anodic finish; black felt covered slotted changeable letter background; door on continuous piano hinge with lock. Style and color of letters shall be as selected by the Architect.

Mount on standard with four ball bearing casters (so directory and frame will be movable). Standard shall be tubular steel; welded; of size and weight to properly support the directory; in black finish to match the directory; as approved by the Architect. Provide mounting bolts as required to fasten directory to frame.

Provide 25 each of all letters of the alphabet and 25 each of all numbers 0 thru 9; in suitable container.

Furnish shop drawings and literature for approval of Architect before fabricating.

Illustrative Directory: For floor plans of building furnished by others shall be DavSon style AO-154 (non-illuminated) 40" x 40" elevation E-1; four such; mounted on standards.

Directory frame shall be black anodic finish; cork covered background in color as selected; door on continuous piano hinges with lock.

Mount on standards (so directory will be movable). Standards shall be tubular steel; welded; of size and weight to properly support the directory; in black finish to match the directory; as approved by the Architect. Provide mounting bolts as required to fasten the directory to the frame.

Furnish shop drawings and literature for approval of the Architect before fabricating.
Illustrative Directories: Shall be 0.125" solid acrylic plastic with integral permanent color and satin matte finish; black; with film overlay fused to the base acrylic plaque with heat and pressure; without adhesive; no film edges showing; film not subject to peeling; as manufactured by Vomar Products, Inc.

Furnish the following:

One 40" x 40", with the first, second, third and fourth floor plans of the Library Building at 1/16" scale; showing walls, partitions, stairs, etc. (but not furniture) in white lines; with floor number identification.

One 40" x 40" showing second floor plan, one 40" x 40" showing third floor plan, one 40" x 40" showing fourth floor plan; at 1/8" scale; showing walls, partitions, stairs, etc. (but not furniture) in white; with floor number identification.

Illustrative directories shall be similar to Vomar V-1.

Furnish to Contractor for installing in directory case. Adjust size as specified to fit case furnished.
DIVISION 12 - FURNISHINGS: "1220 - VENETIAN BLINDS"

The Contractor may have the option of furnishing Louver Drape Model EL "Elite" Vertical Blinds as manufactured by Louver Drape, Inc., 1100 Colorado Ave., Santa Monica, California, (R.C. Byrnes, 3461 West Alabama, Suite B, Houston, Texas, Representative) in place of the Flexalum Verticals as specified.

Head Channel, Carrier Trucks, Spacer Links, Louvers, Traversing, Rotation, Bottom Linkage and Louver width shall be as specified in Louver Drape Catalog, Page 16.

The nickel plated bead chain shall be heavy duty #10.

Louvers material shall be 3" wide 0.030" thick rigid vinyl, free hanging louvers, color as selected by the Architect.

The entire installation shall be guaranteed for one year. Louvers shall be guaranteed for three years against warping, shrinking, twisting, tearing, crushing, breakage, deterioration, color change, or any defects.

Anchor as specified for Flexalum Verticals.

"1240 - CARPET":

1. Delete reference to "pad" under "Preparation" on Page 2.

2. Stitches per inch are 9.0.
DIVISION 14 - CONVEYING SYSTEMS:

ELEVATOR: Add the following "DOOR NUDGING OPERATION" to "Electronic Passenger Sensing Device" on Page 20 of specifications:

**DOOR NUDGING OPERATION**: If the doors are prevented from closing for as long as 15 seconds by operation of either light ray or of the mechanical car door protective device, the light rays and mechanical car door protective device shall be rendered inoperative to cause door reversals, the doors shall proceed to close, and a loud buzzer located on the car shall sound. While either light ray or mechanical car door protective device is actuated during this closing operation, the doors shall close at a reduced speed. Once the entrance is cleared, the doors shall resume their normal closing speed.

The following Paragraphs of Specifications apply to all Elevators (not just passenger elevators):

Start with "POWER UNIT" on Page 8 and extend through "DOOR HANGERS AND TRACKS" on Page 14 of Specifications.
DRAWINGS: Substitute Drawing Sheets 1, 2, 3, L-1, M1, M1A, and E1, Revised 2/12/72 for original sheets to show relocation of paving and sidewalks and Mechanical Equipment Building.

1. Section 1805. Dimension from penthouse stair floor to top of penthouse roof slab shown as 10'-10-7/8" should be 9'-9-3/8".

2. In rooms with interior face brick finish the window jambs are to be face brick also.

3. 16" wide flat brick border on the main entrance terrace should be as shown on Sheet 2 instead of as shown on Sheet 4.

4. Mechanical Rooms 228 and 415 are each to have one CO2 fire extinguisher and one dry chemical fire extinguisher.

5. Detail Sheets 9B/18, 9B/18A & 9B/19 are revised (2/16/72) to show junction of partitions with floors that have membrane waterproofing.

6. Detail Sheet A-1 is added to show revision of original Detail 1808 Sheet #18.

7. Detail Sheet A-2 is added to show caulked control joint between brick veneer and brick ceilings at columns at main entrance to building.
DIVISION 1530 - HEATING AND AIR CONDITIONING:

(a) CENTRIFUGAL REFRIGERATION MACHINE, .......
Page 5 --- Change the second sentence to read:
"Or equal in Carrier or Westinghouse".

Page 8----In the first paragraph, second line add the words "supervision of" before the first word "the".

(b) INSULATION, Page 27: Add the following new sub-paragraph b to sub-paragraph 1. under paragraph relating to pipe insulation materials:

"b. Insulate steam piping with Kaylo, or equal, insulation (1" thick on pipe to size 3", 1-1/2" thick on size 3" to 6", 2" thick on size 6" and larger). Insulate fittings with mitered sections finished smooth with asbestos-cement. Cover pipe and fittings with 6 oz. canvas applied with 1-C 102 adhesive."

(c) INSULATION, Page 29: Add new sub-paragraph 5. to equipment insulation as follows:

"5. Insulate the convertor with 2" thickness Kaylo, or equal, insulation. Insulate the condensate return unit with 1" thickness Kaylo. Finish smooth with 1/2" thickness of asbestos-cement and cover with 8 oz. canvas applied with 1-C 102 adhesive."

(d) ELECTRICAL, Page 32: In first paragraph, third line after the word "all" add the following words "Library Building". Omit the sentence "Provide in the first floor fan room start-stop pushbuttons for the eight fan and coil units", the motors are also to be controlled from a control panel.

(e) AUTOMATION, Page 33:

(1) Add the following sentence to the first paragraph:
"Provide a decoder panel at the Library Building and a second decoder panel in the Mechanical Equipment Building".

11-47
(2) In the third paragraph and sub-paragraph 2, add the refrigeration machine.

(3) In the third paragraph and sub-paragraph 5, omit the words "one for each four fan rooms" and change 5. a to be as follows: "Return air at fan and coil units, one sensor at each return plenum (two units). Add the words "at converter" to sentence 5. c. Add the words "at the refrigeration machine" to each of sentences 5. d, e, f, and g. Add a new sentence 5. j as follows: "Provide wells in chilled water supply and return pipes for the Library; locate wells near wall.

(4) Page 34: Add the following sentence to the third paragraph: "Provide a direct reading thermometer for the hot deck.

(5) Page 34: In the fourth paragraph, provide color graphic plate as required for both the Library Building and the Mechanical Equipment Building.

(6) Page 34: Add the following new paragraphs:

"Provide an electrical power detection relay in the Mechanical Equipment Building and hard wire normally closed contacts to the Science Building, from there use existing pair of wires to the Central Power Plant decoder panel. Provide alarm card in the Power Plant decoder panel.

Provide two local control panels, one located in the Library Building and the other located in the Mechanical Equipment Building. The Library panel shall be located on the first floor and have start-stop pushbuttons for the building fan and coil units. The Mechanical Equipment Building panel shall have hand-off-automatic switches for the chilled water pump, condenser water pump, boiler and cooling tower fans; also, the panel shall have a start-stop switch for the fan and coil unit".

(f) CONTROLS. Page 34:

(1) Omit Paragraph 3, Page 37, describing condenser water control and add the following new Paragraph 3:
"3. ROOM A.C. UNITS: Room thermostat shall modulate the heating valve and cooling valve in sequence."

(g) "Equipment Operation" - Page 40-41:

Add the following items of equipment to those specified in the last Paragraph of the item:

Air Devices and Convertor

(h) Add the following new item ROOM AC UNIT:

"ROOM AC UNIT": Furnish and install a McQuay, or equal, room air conditioning unit as scheduled and as indicated on the Plans. Unit shall have all components required for proper operation. Unit shall have an enamel finish coat of paint.

Unit shall be ceiling hung and shall have full decorative housing constructed of heavy gauge steel. Housing shall have adjustable double deflection grilles and filter.

Unit shall have cooling coil and heating coils, as scheduled on the Plans. Coils shall have 3/8" OD copper tubes with rippled aluminum fins. An insulated drain pan shall extend under the cooling coil and control valve.

The fan motor shall be a three speed split capacitor, single phase type with a resilient mounting. Fan motor shall have built-in thermal over-load protection with manual reset. Fan and motor assembly shall operate without objectionable noise or vibration.

Provide a three speed switch with a switch plate for wall mounting."

PUMP SCHEDULE - 15C. 2, 8:

(a) Change Pump No. 1 head to 110 Ft.
(b) Change Pump No. 2 head to 75 Ft. and motor to 20 HP.
(c) Change Pump No. 3 head to 66 Ft. and change "condensing" to "condenser".
(d) Change Pump No. 4 head to 20 Ft.
DIVISION 1610 - ELECTRICAL:

The Electrical Contractor shall employ an independent sound contractor to furnish and install sound equipment.

The sound contractor shall be a authorized factory distributor for all equipment furnished.

The Owner will let a separate contract for furnishing and installing Library Furniture. Some carrels, tables, office furniture, etc., have electric outlets on them with pigtails. The Electrical Contractor shall make connections to them.

DIVISION 1610 - ELECTRICAL:

(a) PRIMARY CABLE, Page 12: Change first paragraph to read: "Primary loop cable shall be equal to Anaconda "Uniblend" specification high voltage power cable rated 15 KV, #4/0 aluminum. Cable to pad mounted transformer shall also be #4/0 15 KV."

(b) UNIT SUBSTATION TRANSFORMER, Page 24: Delete this item in its entirety and substitute the following new item:

"TRANSFORMER CENTER: The Mechanical Building 750 KVA transformer shall be ventilated dry-type complete with air-filled primary and secondary terminal compartments. The metal-enclosed compartments shall match the transformer section in height and depth. Transformer shall be 12,470 volt primary, 3 phase, 3 wire with a 480/277 volt secondary. Transformer shall be Underwriters' Laboratory approved with Barrel type coils, Class H insulation, vacuum impregnated with high grade insulating varnish, nonhydroscopic thermo setting type. Windings shall be continuous without splice."
Units shall have non-aging silicon steel cores held together with steel channels or angles, with low magnetic flux density, quiet operating and vibration isolated from case and support channels.

The transformer shall be furnished with two 2-1/2% full capacity taps above and below normal.

BIL rating shall be 95 KV.

Transformer shall be equipped with a dial-type winding temperature indicator to indicate load conditions. The dial shall have a red temperature pointer that is positioned by a white pointer. The red pointer indicates maximum winding temperature obtained while the white pointer registers the immediate temperature of the windings.

The transformer shall have the following features:

(1) High voltage cable connections with adequate center line spacing between incoming device and transformer.

(2) High voltage bus bars supported by porcelain insulators.

(3) Conveniently located lifting eyes for easy transformer handling.

(4) Low voltage bus bars equipped with flexible connectors.

(5) Removable provisions for lifting, jacking, or towing transformer center.

(6) Removable ground bus extending from transformer section into incoming and outgoing sections.

(7) Enclosure base suitable for skidding or rolling in any direction.

Approved manufacturers: Federal Pacific, ITE and Sorgel.
Addendum No. 3
Library
Stephen F. Austin State University
Page 17

(c) **POLE**, Page 28: Delete this item in its entirety.

(d) **AIR SWITCHES**, Page 28: Delete this item in its entirety.

(e) **RELAYS**, Page 37: Change third paragraph to read: "Control voltage shall be 110 volts A.C. with a single pole double throw momentary contact switch or photo cells actuating the relays. This Contractor shall furnish any necessary relays or auxiliary contacts to allow mechanical relays to be operated by the photo cells."

(f) **TIME CLOCKS - ASTRO DIAL**, Page 41: Delete this item in its entirety.

(g) **TIME CLOCKS - PHOTO CELL INITIATED**, Page 41: Delete this item in its entirety.

(h) **PAGING SYSTEM**, Page 44: Add the following new paragraphs:

"The Electrical Contractor shall employ an independent sound contractor to furnish and install all sound equipment.

The sound contractor shall be an authorized factory distributor for all equipment furnished.

The sound contractor shall be responsible for a complete and operable paging system and furnish any and all necessary equipment to accomplish same. The sound contractor shall furnish and install a suitable rack floor or wall mounted to contain all necessary equipment. Rack shall be equal to those manufactured by Bud Metal Products.

(i) **SUBMISSION OF SHOP DRAWINGS**, Page 51:

(1) Delete Paragraph 5, Pole top switch.

(2) Delete the word "non-inflammable" from Paragraph 8.

(3) Delete Paragraph 22, Time Clocks.

(j) **MOTOR CONTROL CENTER**, Page 56: Last paragraph, omit the pushbutton switches, selector switches and pilot lights from the motor control center.
(k) "EQUIPMENT OPERATION": Manufacturers shall submit the following:

Manufacturers shall check the design in all matters relative to the proper operation of his equipment, including piping, electrical, automatic controls, location, etc. He shall include with his shop drawings a letter stating that the design is satisfactory to the manufacturer and that his equipment will operate satisfactorily under the design conditions.

Further, the manufacturer shall check final installation and shall write a second letter stating that the installation is satisfactory to the manufacturer and that his equipment will operate satisfactorily under the installed conditions.

Manufacturer shall submit with his shop drawings a letter stating the nearest supply point from which the Owner may secure spare parts for equipment. The letter shall also state that the manufacturer will make spare parts available to the Owner and designate a position or office which may be contacted by the Owner for such spare parts.

The above letters apply especially to the following:

Transformers, Sectionalizing Switches, Switchgear, Motor Control Center, Paging System and Fire Alarm.

Owner may request letters on other items.

MECHANICAL PLANS:

(a) Revised Sheets M-1, M-1A and E-1, dated February 12, 1972 are issued with this addendum.

(b) Sheet M-4: Install a gate valve in the 1-1/4" hot and cold water lines extending east located in south east corner of the Mechanical Equipment Room 324.

(c) SheetM-12: Cooling Tower Schedule: Add the following note: "Ambient wet bulb of 80°F. and maximum head loss of 12 Ft."
ELECTRICAL PLANS:

(a) Sheet E-7 ---: Receptacles and telephones indicated in each elevator shaft at rear of each elevator car shall be relocated in the shaft to the side of each elevator car.

(b) Sheet E-11: Transformer Schedule: Transformer T-7 shall be ventilated dry-type in lieu of oil filled as indicated.

(c) Sheet E-12:

(1) Delete Detail No. 5 - Pole Top Switch Detail.

(2) Revise Electrical Riser Diagram to delete pole top switch - new pole. Add new manholes 6" conduit, etc., in accordance with revised Sheet E-1, dated February 12, 1972.
SECTION (WITH W.P.)

2" x 1" TREATED WOOD STRIPS, CONTINUOUS.
SHEET METAL SCREWED TO STEEL TRACKS.

3" x 7" 14 GA. GALV. STEEL ANGLE SET IN MASTIC
ON FLOOR, SURFACE AND CUT
ON FLOOR 8'

SUMMARY:
- Top of Studs.
- Do not screw studs or gypsum boards to top "P.P.
- Under Side of Floor
- Attic Space.
- Ceiling.
- Two thicknesses of gypsum board.
- Steel tracks, continuous.
- See also Room Finish Sched.
- Floor.

Metal Studs.

Two thicknesses of gypsum board.

Rubber Sill
Top of Studs

Do not screw Studs or Gypsum Board to STL Cel. Track

2" Thermafiber Sound Attenuation Blanket

Two thicknesses of Gypsum Board

Metal Studs

Rubber Base where scheduled

Two thicknesses of Gypsum Board

Steel Floor track, continuous

Floor

Section (without W.P. mem.):

W.P. to top of Metal Angle
Apply on top of felt
One ply of Fiberglas Fa. and Asbestos Mastic on Vertical surface and on top of floor 8" Slope 1" to floor drain

Section (with W.P. mem.):

Cont mem. W.P.
Rev. 2/6/7

Kent, Marceillos & Scott Architects-Engineers Lufkin, Texas

Soundproof Gypsum Board Partition
CEILING STUD TRACK. Anchor to tees or ceiling grid with self-tapping screws @ 2/4" o.c., & into plaster with toggle bolts @ 2/4" o.c.

2" thick Thermafiber blanket.

3/8" Metal studs @ 16" o.c.

1 1/2" Gypsum boards.

3/4" x 1" treated wood strip.

Flooring as scheduled.

SECTION (without W.P.)

4" Vinyl Base.

FLOOR STUD TRACK: 3/4" x 1 1/2" treated wood strip. Carpet where scheduled.

SECTION (with mem. W.P.) REv 2/16/7

Kent, Marcellus & Scott Architects-Engineers

PARTITION DETAIL
Diagrammatic Section of Stair
No Scale

Elevation
1/2" = 1'-0"

Section 1808 - Revised
1/2" = 1'-0"

KENT, MARCELLOS & SCOTT ARCHITECTS — ENGINEERS LUFKIN, TEXAS

Stair Partition Support
SECTION @ TOP OF COLUMNS 41, 51, 5J, 5B, 5U, 6U

REFER TO STRUCTURAL FRAMING PLANS FOR LOCATION OF COLS.
ADDENDUM NO. 4

LIBRARY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS
HEW PROJECT NO. 5-7-00471-0

KENT, MARSELLOS AND SCOTT
ARCHITECTS - ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

LOVE, JACKSON & FRIBERG, INC.
MECHANICAL ENGINEERS
FORT WORTH NATIONAL BANK BUILDING
FORT WORTH, TEXAS 76102

FEBRUARY 18, 1972

DIVISION 2 - SITE WORK: "0280 - LAWN - SODDING"
"0280-A - LAWN - PLANTING"
"0281 - SOIL PREPARATION"
"0282 - LAWNS"
"0283 - PLANTS"
"0284 - SHRUBS"

The following is intended to clarify the work to be done by the Contractor and the Owner.

The Contractor shall do the following:

1. Furnish all topsoil, peat moss, mulch, bone meal, manure, lime, seed, fertilizer, plants, trees, shrubs, gravel, guying and other materials required.

2. Do all grading, furnish and install topsoil 4" deep for grass and 12" deep in planting boxes and beds.

3. Fertilize topsoil for sod and grass.

4. Furnish to Owner fertilizer for planting boxes and beds.

5. Install St. Augustine sod, water it and provide a stand of grass 1-1/2" to 2" and mow once. Get acceptance from Owner for a stand of grass.
6. (Continuation of DIVISION 2 - SITE WORK)

(Continuation of what the Contractor shall do.)

6. Prepare soil for and furnish bermuda grass, topsoil for areas to be planted in bermuda grass; plant seed for bermuda grass and install fertilizer for bermuda grass. Water until a reasonable stand of bermuda grass is assured and accepted by the Owner.

7. Furnish Dowfume for fumigation.

8. Furnish all materials for watering except water itself.

9. Furnish any other materials or plants covered by the specifications.

The Owner will:

1. Receive plants, fertilizer, etc. from Contractor.

2. Prepare holes for and install fertilizer for and plant all shrubs, trees and other plants (except grass).

3. Install fertilizer for and prepare planting beds and boxes (after the Contractor has installed 12" deep topsoil in planting beds and boxes).

4. Furnish water.

5. Fumigate planters with Dowfume furnished by Contractor.

The above work to be done by the Contractor shall be executed according to original specifications.
ADDENDUM NO. 5

LIBRARY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS
HEW PROJECT NO. 5-7-00471-0

KENT, MARCELLOS AND SCOTT
ARCHITECTS - ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

LOVE, JACKSON & FRIBERG, INC.
MECHANICAL ENGINEERS
FORT WORTH NATIONAL BANK BUILDING
FORT WORTH, TEXAS 76102

FEBRUARY 23, 1972

Addendum No. 5 sent by Western Union:

RE: LIBRARY STEPHEN F. AUSTIN STATE UNIVERSITY --

CONCRETE DRAIN PIPE 12" AND OVER SHALL BE
ASTM C 76 REINFORCED, CLASS 11, WALL A

KENT, MARCELLOS & SCOTT
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 SMITH

KNOW ALL MEN BY THESE PRESENTS: That we (1) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC., A CORPORATION, of (2) TYLER, TEXAS hereinafter called Principal and (3) ST. PAUL FIRE & MARINE INSURANCE CO. of ST. PAUL State of MINNESOTA, hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS hereinafter called Owner, in the penal sum of TWO MILLION NINE HUNDRED NINETEEN THOUSAND DOLLARS ($2,919,000.00), 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) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, the Owner, dated the 7th day of MARCH, A.D., 1972, 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

7th day of MARCH A.D., 1972.

ATTEST: ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

(Principal) Secretary
B. A. Minard

SEAL

Witness as to Principal

P.O. Box 836, Tyler, Texas 75701
(Address)

ATTEST: St. Paul Fire & Marine Insurance Company

Surety

(Power of Attorney Attached) Secretary

(Surety) Secretary

Witness as to Surety
Oscar M. Brown

P. O. Box 836 - Tyler, Texas
(Address)

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

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.

St. Paul Fire & Marine Insurance Co.

By: Jack H. Mullett
Resident Agent - State of Texas

11-65
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 SMITH

KNOW ALL MEN BY THESE PRESENTS: That we

(1) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC.

a (2) CORPORATION

of TYLER, TEXAS hereinafter called Principal and

(3) ST. PAUL FIRE & MARINE

INSURANCE COMPANY of ST. PAUL,

State of MINNESOTA hereinafter called the Surety,

are held and firmly bound unto (4) BOARD OF REGENTS, STEPHEN F.

AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

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

DOLLARS ($ 2,919,000.00 )

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) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

NACOGDOCHES, TEXAS, the Owner,
dated the 7th day of MARCH, A.D., 1972.

a copy of which is hereto attached and made a part hereof for the
construction of: LIBRARY, 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 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__7th__________day of__________MARCH__________A.D., 1972.

ATTEST: ALLEN M. CAMPBELL COMPANY
         GENERAL CONTRACTORS, INC.
         (Principal) Secretary
         B. A. Minard

(Principal) Secretary

GORDON CAMPBELL, PRESIDENT

ATTEST: St. Paul Fire & Marine Insurance Company
         Surety
         (Surety) Secretary
         Oscar M. Brown
         Witness as to Surety
         Oscar M. Brown
         P.O. Box 836 - Tyler, Texas

Address

BY: Donald A. Robinson

ATTORNEY GENERAL OF TEXAS

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.

St. Paul Fire & Marine Insurance Co.

By

Jack H. Mullett

Resident Agent - State of Texas
72-51
Upon motion of Regent Tanner, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract with Henderson Electric Company for $21,871 for the installation of a new Sound System in the Fine Arts Building Auditorium be approved and the Chairman of the Board authorized to sign the contract, as follows:
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

THIS AGREEMENT, made and entered into this 5th day of March, A.D. 1972, by and between the Board of Regents, Stephen F. Austin State University of the City of Nacogdoches, County of Nacogdoches, and State of Texas, acting herein through its President, Party of the First Part, termed in the Contract Documents as the OWNER, and Wilson Henderson, Inc. of the City of Longview, County of Gregg, and the State of Texas, Party of the Second Part, termed in the Contract Documents as the CONTRACTOR,

WITNESSETH: (1) That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the Bonds bearing even date herewith, the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows: "New Sound System for Fine Arts Building" described in the plans, Specifications, Addendum No. 1 and 2, and all work in connection therewith, and at his (or their) own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal, and in compliance with the Performance Bond and the Payment Bond and the Contract Documents hereto attached, and with the Plans, all of which are made a part hereof and collectively evidence and constitute the Contract.

(2) Contractor agrees to commence work under this Contract within thirty (30) days from the date thereof and to complete said work ready for use by June 15, 1972.

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

(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefore, the sum of twenty one thousand, eight hundred and Seventy one, Dollars ($21,871), subject to additions and deductions, as provided in the General Conditions of the Contract Documents, and to make payments on account thereof as provided.

(4) To insure prompt, faithful, sufficient, and complete performance of this Contract on his part, the Contractor has attached hereto and hereby makes a part hereof, Insurance Policies or Certificates of Insurance, a Performance Bond and a Payment Bond to be satisfactory in all respects to the Owner. Said Bonds, in the full amount of the Contract price, are to insure the faithful performance of the Contract under all conditions laid down by it and the Contract Documents covering equipment furnished labor employed, workmanship, material, time of completion and delivery. Said Bonds and Policies shall hold and keep the Owner harmless and free from all liens, claims, patent infringements, liability, demands, and expenses of every kind and nature for any accident or injury to any person or persons or property, occasioned by or resulting from the prosecution of the work pursuant to the terms of the Contract.
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

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

/s/ C. G. Haas
Witness

BY ________________
Witness

/_________________/
Contractor, Wilson Henderson, Inc.

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

__________________________
READ AND EXAMINED

/_________________
Secretary

Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

Assistant Attorney General

11-71
THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we Wilson Henderson, Inc.
of Longview, Texas hereinafter called Principal and Massachusetts Bay Insurance Company
of Boston State of Massachusetts
hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, in the penal sum of

twenty one thousand, eight hundred seventy one Dollars ($21,871), in lawful money of the United States, to be paid in Nacogdoches County, Texas, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents,

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with Stephen F. Austin State University, the Owner, dated the 7th day of March A.D., 1972, a copy of which is attached hereto and made a part hereof for the construction of: "New Sound System for Fine Arts Building", 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 full 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 of this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

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

ATTEST:

WILSON HENDERSON, INC.
Principal

BY

Wilson Henderson, President

(Principal) Secretary & Treasurer

WITNESS AS TO PRINCIPAL

(Address)

ATTEST:

MASSACHUSETTS BAY INSURANCE COMPANY
Surety

BY

Attorney-in-Fact

WITNESS AS TO SURETY

(Address)

Longview, Texas

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

BY:

Assistant Attorney General
THE STATE OF Texas
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we Wilson Henderson, Inc., a Corporation of the State of Texas hereinafter called Principal and Massachusetts Bay Insurance Company of Boston, State of Massachusetts hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of twenty one thousand, eight hundred seventy one Dollars (21,871) in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with Stephen F. Austin State University, the Owner, dated the 7th. day of March, A.D., 1972, a copy which is hereto attached and made a part hereof for construction of: "New Sound System for Fine Arts Building".

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 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 five counterparts, each one of which shall be deemed an original, this the 7th day of March A.D., 1972.

ATTEST:

(Principal) Secretary & Treasurer

SEAL

Witness as to Principal

(Address)

WILSON HENDERSON, INC.

Principal

BY

Wilson Henderson, President

WILSON HENDERSON, INC.

Principal

BY

Wilson Henderson, President

ATTEST:

(Surety) Secretary

Witness as to Surety

Longview, Texas

Address

MASSACHUSETTS BAY INSURANCE COMPANY

Surety

BY

Attorney-in-Fact

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

BY:

Assistant Attorney General
March 8, 1972

Board of Regents  
Stephen F. Austin State University  
Nacogdoches, Texas  7569k

Re:  Wilson Henderson, Inc.

Gentlemen:

Attached is a Certificate of Insurance for the insured in caption outlining coverages and limits of liability.

We trust the enclosure will be found in order.

Yours very truly,

SKIPPER & ZEIGLER

Richard D. Kennedy

Encl.
# THE TRAVELERS
## Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. Such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, 10 Days written notice will be mailed to the party designated below for whom this certificate is issued.

1. **Name and address of party to whom this certificate is issued**
   - Board of Regents
   - Stephen F. Austin State University
   - Nacogdoches, Texas 75691

2. **Name and address of insured**
   - Wilson Henderson, Inc.
   - P. O. Box 2324
   - Longview, Texas 75601

### Description of Operations or Automobiles to which the Policy Applies:
- Electrical Contractor
- All Owned, non-owned and hired automobiles.

### Coverages For Which Insurance is Afforded

<table>
<thead>
<tr>
<th>Coverages For Which Insurance is Afforded</th>
<th>Limits of Liability</th>
<th>Policy Number</th>
<th>Policy Period**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen's Compensation and Employers' Liability in the state named in item 3 hereof ($100,000.00)</td>
<td>Compensation—Statutory</td>
<td>UB-5067169</td>
<td>5-21-71 to 5-21-72</td>
</tr>
<tr>
<td>Bodily Injury Liability—except automobile</td>
<td>$ 100,000 each person</td>
<td>NSL-6575363</td>
<td>5-21-71 to 5-21-72</td>
</tr>
<tr>
<td></td>
<td>$ 300,000 each occurrence</td>
<td></td>
<td></td>
</tr>
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<td>$ 500,000 aggregate</td>
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<tr>
<td>Bodily Injury Liability—automobile</td>
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<td>$ 100,000 each accident</td>
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<tr>
<td>Property Damage Liability—except automobile</td>
<td>$ 100,000 each occurrence</td>
<td>NSL-6575363</td>
<td>5-21-71 to 5-21-72</td>
</tr>
<tr>
<td>Property Damage Liability—automobile</td>
<td>$ 100,000 each occurrence</td>
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<td>$ 100,000 each occurrence</td>
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<tr>
<td>Liability (Bodily Injury and Property Damage)</td>
<td>$ 000 each occurrence</td>
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<td>$ 000 aggregate</td>
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<tr>
<td>Catastrophe or Excess</td>
<td>$ 000 each occurrence</td>
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<td>$ 000 aggregate</td>
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</table>

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.*

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.*

*Description of Operations or Automobiles to which the policy applies:
- Electrical Contractor
- All Owned, non-owned and hired automobiles.

*The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.*

Producer: Skipper & Zeigler
Office: Dallas
Date: 3-8-72

By [Signature]
Upon motion of Regent Tanner, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contract with System Builders Company for $43,533 for the construction of a physical plant department shop building be approved and the Chairman of the Board 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 7th day of March, 1972, by and between the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY, acting herein through its Chairman, hereinafter called "Owner" and SYSTEM BUILDERS, NACOGDOCHES, TEXAS, hereinafter called "Contractor."

WITNESSETH, that the Contractor and 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 and General Conditions for the construction of a PHYSICAL PLANT DEPARTMENT SHOP BUILDING as submitted in the Proposal March 3, 1972.

2. That the Drawings, Specifications, and General Conditions, together with this Agreement form the Contract, and they are as fully a part of the Contract as if fully attached or herein repeated.

3. The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within six (6) calendar weeks thereafter.

4. The Owner shall pay the Contractor for the performance of the Contract FORTY THREE THOUSAND, FIVE HUNDRED THIRTY THREE DOLLARS ($43,533.00) out of Funds available to the Owner for expenditure for Capital Improvements to Stephen F. Austin State University with the basis of the above Contract Price being the Base Bid.
5. The Owner shall make payments on account of the Contract as provided therein as follows: Ninety percent (90%) of the contract value upon substantial completion of the building with final payment due thirty (30) days after the Work is fully completed and the Contract fully performed to the satisfaction of the Owner.

6. 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

7. 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.

b) **Comprehensive General Liability Insurance and Automobile Liability Insurance:** In an amount not less than $100,000.00 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 $300,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $10,000.00.

c) **Builder's Risk Insurance:** In an amount not less than 100% of the contract price.

d) **Contractual Liability Insurance:** 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**
   
   $100,000.00 (each person)
   
   $300,000.00 (each occurrence)

2. **Property Damage**

   $10,000.00
e) **Completed Operations:** Continue coverage in force for one year after completion of work.

f) 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.

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.

**IN WITNESS WHEREOF,** the parties of these presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

**SEAL**

By /s/ C. G. Haas 
Witness

By /s/ R. E. McGee 
Chairman

**BOARD OF REGENTS**
STEPHEN F. AUSTIN STATE UNIVERSITY

**SYSTEM BUILDERS**
NACOGDOCHES, TEXAS
Address

11-82
SEAL

Witness

Witness

READ AND EXAMINED:

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

By Carter Franklin, Co-Owner

By Carl Maynard, Co-Owner
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) Carter Franklin and Carl Maynard DBA System Builders

of (2) a Partnership, Nacogdoches, Texas

Principal and (3) Fidelity and Deposit Company of Maryland

of Baltimore, State of Maryland

hereinafter called the Surety, are held and firmly bound into (4)

Stephen F. Austin State University, Nacogdoches, Texas

hereinafter called Owner, in the penal sum of Forty-three thousand, five hundred thirty-three and no/100

DOLLARS ($43,533.00 ), 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 7 day of March, A. D., 1972, a copy of which is attached hereto and made a part hereof for the construction of:

Physical Plant Department Shop Building

(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 7 day of March, A. D. 1972.

ATTEST:

Carter Franklin and Carl Maynard
DBA System Builders

BY Carter L. Franklin

BY Carl V. Maynard

Secretary Carter Franklin and Carl Maynard

Witness as to Principal

(Address)

11-85
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.

Fidelity and Deposit Company of Maryland
Surety

BY: James E. Bass
Attorney-in-Fact

Approved as to Form:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General
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 JOHN C. GARDNER, Vice-President, and J. J. MOORE, 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-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any 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 C. A. Turner and James E. Bass, both of Tyler, Texas, EACH...

its 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 MILLION DOLLARS ($1,000,000)...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. This power of attorney revokes that issued on behalf of C. A. Turner and Wallace E. Davis, dated August 23, 1966.

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 18th day of October, A.D. 1968. 

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Signed) J. J. MOORE
(Seal) Assistant Secretary

STATE OF MARYLAND

City of Baltimore this 18th day of October, A.D. 1968, 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 that being by me duly sworn, severally and each for himself deposed and saith, 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 first above written.

(Signed) FRANK G. MEURER
(Seal) Notary Public Commission Expires

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 do 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.

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 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made hereof 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 7th day of...
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) Carter Franklin and Carl Maynard DBA System Builders, (2) a Partnership, Nacogdoches, Texas, (3) Fidelity and Deposit Company of Maryland of Baltimore, State of Maryland, hereinafter called Principal and Surety, are held and firmly bound unto (4) Stephen F. Austin State University, Nacogdoches, Texas, (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 7th day of March, A.D. 1972, a copy of which is hereeto attached and made a part hereof for the construction of: Physical Plant Department Shop Building.

11-88
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 7 day of March, A. D., 1972.

ATTEST:

Carter Franklin and Carl Maynard
DBA System Builders

(Principal) Secretary

SEAL

Witness as to Principal

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.
Upon motion of Regent Gray, seconded by Regent Todd, with all Regents voting aye, it was ordered that the sum of $11,600 be allocated from Educational and General Surplus for mechanical and electrical services in the physical plant department shop building.

Upon motion of Regent Bergman, seconded by Regent Maness, with all Regents voting aye, it was ordered that C. G. Haas be authorized to represent the Board of Regents April 4, 1972, at the bid opening in the State Comptroller's Office concerning the State Ad Valorem Tax Bonds, Series 1972, and that he be authorized to advise the successful bidder if the price is acceptable.

It was agreed that the next meeting would be set for April 15 in Nacogdoches, Texas, as the regular annual meeting, as prescribed in the rules and regulations.

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

C. G. Haas
Secretary