MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 17

SPECIAL MEETING

March 27, 1973
MINUTES OF THE SPECIAL MEETING OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT DALLAS, TEXAS

VOLUME NO. 17
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73-35 Approval of Sale of General Fee Revenue Bonds, Series 1973
73-36 Approval of Contract with Allen M. Campbell Company
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73-37 Approval of Contract with Allen M. Campbell Company
   for Construction of Classroom Building for the
   School of Business and the School of Education
73-38 Approval of Contract with Allen M. Campbell Company
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73-39 Approval of Construction Funding Budgets
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   to the Installation of a Boiler Serving the Rusk
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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY HELD AT DALLAS, TEXAS

March 27, 1973

The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at 11 o'clock a.m. March 27, 1973.

PRESENT: Members: R. E. McGee of Houston
Joe Bob Golden of Jasper
Walter Todd of Dallas
Roy Maness of Beaumont
Douglas Bergman of Dallas
Mrs. Lera Thomas of Houston

ABSENT: Robert C. Gray of Austin
James I. Perkins of Rusk

PRESENT: C. G. Haas, Secretary
Dr. R. W. Steen, President of the University
Upon motion of Regent Todd, seconded by Regent Maness, it was ordered that the sale of the $4,850,000.00 Stephen F. Austin State University General Fee Revenue Bonds, Series 1973 to Rauscher Pierce Securities Corporation for an average rate of 5.61767% be approved, and that the Chairman of the Board be authorized to sign the Resolution and related documents as prepared by the office of McCall, Parkhurst and Horton, as follows:

CERTIFICATE FOR
A RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY GENERAL FEE REVENUE BONDS,
SERIES 1973, $4,850,000.00

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 SPECIAL MEETING ON THE 27TH DAY OF MARCH, 1973, 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
   Mrs. Lera Thomas
   Robert C. Gray
   Douglas Bergman
   Roy Maness
   Vacancy
   Walter C. Todd
   Charles G. Haas, Secretary

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

   Robert C. Gray and James I. Perkins, 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:

   AYES: 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 said 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 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.

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 27th day of March, 1973.

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

(Seal)

/s/ R. E. McGee
Chairman, Board of Regents,
Stephen F. Austin State
University.
A RESOLUTION
AUTHORIZING THE ISSUANCE OF BOARD OF
REGENTS OF STEPHEN F. AUSTIN STATE
UNIVERSITY GENERAL FEE REVENUE BONDS,
SERIES 1973, $4,850,000

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 IT RESOLVED 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 1973 (hereinafter
sometimes called the "Series 1973 Bonds" or "Bonds"), are
hereby authorized to be issued and delivered in the
principal amount of $4,850,000, for the purpose of
providing funds to purchase land, improve existing
facilities, and construct and equip buildings, structures,
and facilities, for and on behalf of the University
on its campus at Nacogdoches, Texas.

Section 2. That the Series 1973 Bonds shall be dated February
1, 1973, shall be numbered consecutively from 1 through 970, 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:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1974</td>
<td>$ 60,000</td>
</tr>
<tr>
<td>1975</td>
<td>60,000</td>
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<tr>
<td>1976</td>
<td>65,000</td>
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<td>1977</td>
<td>70,000</td>
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<td>75,000</td>
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<tr>
<td>2001</td>
<td>265,000</td>
</tr>
<tr>
<td>2002</td>
<td>480,000</td>
</tr>
<tr>
<td>2003</td>
<td>500,000</td>
</tr>
</tbody>
</table>
Section 3. That the Series 1973 Bonds shall bear interest from their date, until maturity or redemption, at the following rates, payable on August 1, 1973, and semi-annually thereafter on each February 1 and August 1, to-wit:

<table>
<thead>
<tr>
<th>Bonds maturing during the years</th>
<th>Rate per annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1974 through 1984</td>
<td>6.50%</td>
</tr>
<tr>
<td>1985</td>
<td>6.30%</td>
</tr>
<tr>
<td>1986 through 1988</td>
<td>5.90%</td>
</tr>
<tr>
<td>1989 through 1999</td>
<td>5.60%</td>
</tr>
<tr>
<td>2000 through 2002</td>
<td>5.70%</td>
</tr>
<tr>
<td>2003</td>
<td>5.00%</td>
</tr>
</tbody>
</table>

Section 4. That as to the Series 1973 Bonds, bonds scheduled to mature on or after August 1, 1984, 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, 1983, 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, 1983, through August 1, 1986, incl.;
- 2% if redeemed February 1, 1987, through August 1, 1989, incl.;
- 1% if redeemed February 1, 1990, through August 1, 1992, incl.;
- 0% if redeemed February 1, 1993, 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 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.
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, substantially as follows:

(FORM OF BOND)

NO. __________

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY
GENERAL FEE REVENUE BOND
SERIES 1973

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, 1973, 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, 1973, issued in the principal amount of $4,850,000, for the purpose of providing funds to purchase land, improve existing facilities and construct and equip buildings, structures and facilities, 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, 1984, for redemption prior to maturity, in whole or in part, on February 1, 1983, 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, 1983, through August 1, 1986, incl.;
2% if redeemed February 1, 1987, through August 1, 1989, incl.;
1% if redeemed February 1, 1990, through August 1, 1992, incl.;
0% if redeemed February 1, 1993, 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, together with other outstanding revenue bonds, 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 coupon 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 1973, dated February 1, 1973. 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 "Bonds" shall mean collectively the "Board of Regents of Stephen F. Austin State University General Fee Revenue Bonds, Series 1972 authorized by resolution of the Board on March 7, 1972 (the "Series 1972 Bonds") and the Board of Regents of Stephen F. Austin State University General Fee Revenue Bonds, Series 1973, authorized by this Resolution (the "Series 1973 Bonds").

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

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 exempted by Chapter 54 of the Texas Education Code) 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 Chapter 55 of the Texas Education Code.

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

Section 9. (a) That the Board of Regents of Stephen F. Austin State University General Fee Revenue Bonds, Series 1973, authorized by this resolution are "Additional Bonds" as permitted by Sections
22, 23 and 24 of the Resolution that authorized the issuance of the Series 1972 Bonds and it is hereby determined, declared and resolved that all of the Bonds are and shall be secured and payable equally and ratably on a parity, and that Sections 8 through 25 of this Resolution are cumulative of Sections 8 through 25 of the Resolution that authorized the Series 1972 Bonds, with said sections being equally applicable to all of the bonds.

(b) 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 54 of the Texas Education Code) 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 1972 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) $37.00 per student enrolled at each of the regular fall and spring semesters; and

(2) $18.50 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 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 Bond 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 Bond 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, and evidences of indebtedness of the Federal Land Banks, Federal Intermediate 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 connection 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 all accrued interest and any premium from the sale of the Series 1973 Bonds shall be deposited into the Interest and Sinking Fund and 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, 1973, 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, 1974, 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, 1973, 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, out-
standing 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 re-
quire 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 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, 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 the 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.

(k) That the Board covenants to and with the purchasers of
the Bonds that it will make no use of the proceeds of the bonds at
any time throughout the term of this issue of bonds which, if such use
had been reasonably expected on the date of delivery of the bonds to
and payment for the bonds by the purchasers, would have caused the
bonds to be arbitrage bonds within the meaning of Section 103(d) of
the Internal Revenue Code of 1954, as amended, or any regulations or
rulings pertaining thereto; and by this covenant the Board is obligated
to comply with the requirements of the aforesaid Section 103(d) and all
applicable and pertinent Department of the Treasury regulations relating
to arbitrage bonds. The Board further covenants that the proceeds of
the bonds will not otherwise 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 the aforesaid Section 103(d), or any regulations
or rulings pertaining 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

Section 28. That said Bonds are hereby sold and shall be
delivered to RAUSCHER PIERCE SECURITIES CORPORATION, DALLAS, TEXAS,
for cash for the par value thereof and accrued interest thereon to
the date of delivery.

17-17
Upon motion of Regent Bergman, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the contract with Allen M. Campbell Company, Inc., of Tyler, Texas, for $3,727,500.00 for the construction of the Health and Physical Education Complex be approved, and the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 27th day of March, 1973

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
HEALTH AND PHYSICAL EDUCATION COMPLEX, 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 "HEALTH AND PHYSICAL EDUCATION COMPLEX, 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 Dec. 27, 1972, Pages 1-8 incl.


Addendum No. 3 dated Feb. 12, 1973 Pages 1-3, Detail Sheet 13P/11 incl.

Addendum No. 4 dated Feb. 19, 1973 Page 1 incl.

Addendum No. 5 dated Feb. 26, 1973 Pages 1-10 incl.

Addendum No. 6, dated Feb. 28, 1973 Pages 1-2, Detail Sheets 13P/12 - 13P/13

Addendum No. 7, dated March 27, 1973 Pages 1-7, Revised Drawing Sheets M-18, M-19, M-20, E-9, E-10 incl.

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 of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement; this Agreement shall control and govern.
2. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 500 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, THREE MILLION SEVEN HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS ($3,727,500.00) out of Ad Valorem Tax Bond Proceeds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.
The basis of the above contract price is as follows:

**Base Bid**  
$4,064,000.00

**Alternate No. 6:** Change Resilient Sheet Flooring  
as specified under "09665" for base bid to "Versaturf"  
brand of Urethane floor instead of "Tartan" brand.  
- 25,000.00

**Alternate No. 7:** Raise main sanitary sewer to city  
sewer, provide new sump and pump, omit old sump,  
etc.  
- 14,000.00

**Alternate No. 12:** Omit remodeling of Shelton Gym-
nasium.  
- 260,000.00

**Alternate No. 13:** Omit dry standpipe system.  
- 14,000.00

**Addendum No. 7:** Make changes covered by  
Addendum No. 7  
- 23,500.00

**CONTRACT PRICE**  
$3,727,500.00

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.

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 Automobile Liability Insurance: In an amount not less than $300,000.00 for injuries, including personal injury or accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $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>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$1,050,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$2,677,500.00</td>
</tr>
<tr>
<td>Total</td>
<td>$3,727,500.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

ALLEN M. CAMPBELL COMPANY,
GENERAL CONTRACTORS, INC.

TYLER, TEXAS
Address

SEAL

B. A. Minard, Secretary

Gordon Campbell, President

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF Texas

COUNTY OF Nacogdoches

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

ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC.

of (2) Tyler, Texas

hereinafter called

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Principal and (3) AMERICAN CASUALTY COMPANY OF READING, PA.
of

ST. PAUL

CHICAGO

MINNESOTA

ILLINOIS

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 Eleven Million

One Hundred Forty-six Thousand and no/100

DOLLARS ($11,146,000.00 ), 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 27 day of MARCH, A.D.,

1973 , a copy of which is attached hereto and made a part

hereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.
(2.) 2 CLASS ROOM BUILDINGS. THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.
(3.) COLISEUM BUILDING 17-29 $3,008,500.
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


ATTEST:

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

Principal

BY

GORDON CAMPBELL, PRESIDENT

(Principal) Secretary

SEAL

Witness as to Principal.

(Address)

ATTEST:

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Surety

By

Attorney-in-Fact

WITNESS as to Surety

AMERICAN CASUALTY COMPANY OF READING, PA.

Surety

Limits its liability to $2,786,500.00

By

Attorney-in-Fact

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

(1) Correct name of Contractor

(2) A Corporation, A Partnership or an individual, as case may be.

(3) Correct name of Surety

(4) Correct name of Owner

(5) County of Parish and State

(6) Owner

(7) If Contractor is Partnership, all partners should execute bond.
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) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC.

a (2) TEXAS CORPORATION

of Tyler, Texas

hereinafter called Principal and (3) AMERICAN CASUALTY COMPANY OF READING, PA.

ST. PAUL FIRE & MARINE INSURANCE COMPANY

of CHICAGO, State of ILLINOIS hereinafter called the Surety, are held and firmly bound unto (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Eleven Million One Hundred Forty-six Thousand and no/100 DOLLARS ($11,146,000.00) 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 27th day of MARCH, A. D. 1973, a copy of which is hereto attached and made a part hereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.

(2.) 2 CLASS ROOM BUILDINGS, THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.

(3.) COLISEUM BUILDING $3,008,500.

17-32
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 27th day of MARCH, A.D., 1973.

ATTEST:

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

Principal

(Principal) Secretary

SEAL

Witness as to Principal

Address
Witness as to Surety

P.O. Box 5610, Fort, Florida

Address

ATTEST:

(Surety) Secretary

Charlie E. Clark, Jr.

Witness as to Surety

P.O. Box 1360, Tyler, Texas

Address

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Surety

Limits its liability to $8,359,500.00

BY: Attorney-in-Fact

AMERICAN CASUALTY COMPANY OF READING, PA.

Surety

Limits its liability to $2,786,500.00

BY: Attorney-in-Fact

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

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

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Maness, seconded by Regent Golden, with all Regents voting aye, it was ordered that the contract with Allen M. Campbell Company, Inc., of Tyler, Texas, for $4,410,000.00 for the construction of a Classroom Building for the School of Business and a Classroom Building for the School of Education be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.
This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT

made this 27th day of March in the year of Nineteen Hundred and Seventy Three

BETWEEN

Stephen F. Austin State University
Nacogdoches, Texas

the Owner, and

Allen M. Campbell Company, General Contractors
3212 Chandler Highway, Tyler, Texas

the Contractor.

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

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for The Business and Education Classroom Buildings except for that work as described in Alternate No. 1, Alternate No. 2, Alternate No. 3 and certain Negotiated Bid Changes as described in Article 8, Miscellaneous Provisions of this Agreement.

ARTICLE 3
ARCHITECT

The Architect for this Project is Golemon & Rolfe Architects
5100 Travis Street
Houston, Texas 77002

ARTICLE 4
TIME OF COMMENCEMENT AND COMPLETION

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written letter, "Notice to Proceed" by the Owner, and to fully complete the project within 515 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in Article 16.16 of the "Supplementary Conditions of the Contract for Construction."
ARTICLE 5
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Four Million Four Hundred Ten Thousand Dollars ($4,410,000.00), this sum being a result of the following computations:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Base Bid</td>
<td>$4,444,000.00</td>
</tr>
<tr>
<td>Less Alternates No. 1, No. 2, and No. 3</td>
<td>$13,500.00</td>
</tr>
<tr>
<td>Less Negotiated Bid Changes</td>
<td>$20,500.00</td>
</tr>
<tr>
<td><strong>Net Contract Sum</strong></td>
<td><strong>$4,410,000.00</strong></td>
</tr>
</tbody>
</table>

Labor and Material Breakdown

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$1,210,000.00</td>
</tr>
<tr>
<td>Material</td>
<td>$3,200,000.00</td>
</tr>
<tr>
<td><strong>Net Contract Sum</strong></td>
<td><strong>$4,410,000.00</strong></td>
</tr>
</tbody>
</table>

ARTICLE 6
PROGRESS PAYMENTS

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

- On or about the fifteenth (15th) day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month, less the aggregate of previous payments in each case; and upon substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety five (95) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

The Owner at any time after fifty percent (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.
ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

8.2.1 Agreement between Owner and Contractor dated March 27, 1973.
8.2.3 Additional Supplementary Conditions - pages 204/01 through 204/12.
8.2.4 Special Conditions - page 205/01.
8.2.7 Addendum No. 1 dated February 13, 1973.
8.2.8 Addendum No. 2 dated February 14, 1973.
8.2.9 Addendum No. 3 dated February 26, 1973.
8.2.10 Addendum No. 4 dated February 27, 1973.
8.2.11 Addendum No. 5 dated March 1, 1973.
8.2.12 Accepted Alternate No. 1, Accepted Alternate No. 2 and Accepted Alternate No. 3 as described on Specification pages 01100/01 through 01100/03 and as modified by Addendum No. 3.
8.2.13 Negotiated Bid Changes as follows:

Revise the Specifications and Drawings referenced below as described and insofar as the original Specifications and Drawings are inconsistent, this Negotiated Change shall govern.

8.2.13.1 Delete Spaces 492 through 492N on the Fourth Floor of the Education Building and substitute Classroom No. 451 and Classroom No. 457 by making the following changes to the Drawings:

*Sheet A-15a - School of Education, Schedules of Openings & Finishes*

Omit the following: Schedule of Finishes
Space No. 492 through 492N.

Add the following:
Space No. 451 "Same as 251"
Space No. 457 "Same as 257"
Omit the following to: Schedule of Openings
Opening Marks: 492-1 through 492N-1.

Add the following to: Schedule of Openings
Opening Mark: 451-1 "Same as 404V-1"
Opening Mark: 457-1 "Same as 404V-1"

Sheet A-15 - School of Education - 4th Floor

Omit the following office suites and all items pertaining thereto:
Room 492 - Secretary and Waiting
Rooms 492 A through 492 J - Offices
492 K - Corridor
492 L - Corridor
492 M - Coats
492N - Storage.

Add Classroom No. 451 and Classroom No. 457 as indicated on Drawing A-15 R-1 included with this Negotiated Bid Change.

Sheet M-17 - School of Education - 4th Floor Plan - H & AC

Revise this sheet as indicated on Drawings M-7 R-1 included with this Negotiated Bid Change.

Sheet FP-8 - School of Education - 4th Floor Plan - Fire Protection

Revise this sheet as indicated on Drawing FP-8 R-1 included with this Negotiated Bid Change.

Sheet E-17 - School of Education - 4th Floor Plan - Lighting

Revise this sheet as indicated on Drawing E-17 R-2 included with this Negotiated Bid Change.

Sheet E-18 - School of Education - 4th Floor Plan - Power

Revise this sheet as indicated on Drawings E-18 R-1 included with this Negotiated Bid Change.

The following drawings included with this Negotiated Change will become part of the Contract Documents and will supersede documents previously issued.
A-15 R-1 Revisions to 4th floor School of Education - Architectural
M-17 R-1 Revisions to 4th floor School of Education - H & AC
FP-8 R-1 Revisions to 4th floor School of Education - Fire Protection
E-17 R-2 Revisions to 4th floor School of Education - Lighting
E-18 R-1 Revisions to 4th floor School of Education - Power
8.2.13.2  IDENTIFICATION: Delete reference to identification bands as based on ANSI A13.1 - 1956 and Seton Name Plate Corporation Type SNA piping identification bands. Furnish and install standard type color coded piping name bands and directional flow arrows as manufactured by Seton Name Plate Corporation or equal.

8.2.13.3  INSULATION: Delete lines No. 19 through 21 and insert the following:

"Zeston premolded P.V.C. insulation fitting covers to be furnished and installed as recommended by the manufacturer on all piping exposed in Mechanical Rooms."

8.2.13.4  SANITARY SYSTEM: Delete lines No. 9, 10 and first part of line No. 11 and insert the following:

"Unless otherwise noted on plans, all sanitary system soil, waste and vent piping shall be asphaltum coated standard weight cast iron soil pipe and fittings."

8.2.13.5  DRAINAGE: Delete all reference to cast iron piping for roof drainage systems above grade and insert the following:

"Roof drain piping above grade shall be P.V.C. pipe and fitting with all joints made of an approved joint cement specifically for that purpose."
15700 - LIQUID HEAT TRANSFER
MECHANICAL WORK

8.2.13.6  15700/03 FAN AND COIL UNITS: Delete lines No. 20 and first part of line No. 21 and insert the following:

"Fans for Units No. B-l, B-lA, B-2, B-2A, B-3, B-3A, B-4, B-4A, E-1, E-1A, E-2, E-2A, E-3, E-3A, E-4 and E-4A. Unit housings for the above named Fan and Coil Units shall be for medium pressure construction."

15900 - CONTROLS AND INSTRUMENTATION
MECHANICAL WORK

8.2.13.7  15900/01 AUTOMATION: Delete line No. 27. Delete lines No. 28 through 30. Delete lines No. 31 and 32.

PLANS: The following supplementary partial floor plan sheets are hereby made a part of this contract. M-17 R-l, FP-8 R-l, E-17 R-2 and E-17 R-l.
This Agreement executed the day and year first written above.

OWNER

SEAL

ATTEST

C. G. Haas, Secretary

THE BOARD OF REGENTS
OF STEPHEN F. AUSTIN STATE
UNIVERSITY

R. E. McGee, Chairman

CONTRACTOR

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

GORDON CAMPBELL, PRESIDENT
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) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC., a Texas corporation of Tyler, Texas hereinafter called Principal and (3) ST. PAUL FIRE & MARINE INSURANCE COMPANY of ST. PAUL MINNESOTA CHICAGO, State of ILLINOIS, 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 Eleven Million One Hundred Forty-six Thousand and no/100 DOLLARS ($11,146,000.00), 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 27 day of MARCH, A.D., 1973, a copy of which is attached hereto and made a part thereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.
(2.) 2 CLASS ROOM BUILDINGS. THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.
(3.) COLISEUM BUILDING $3,008,500.
(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


ATTEST:

ALLEN M. CAMPBELL COMPANY GENERAL CONTRACTORS, INC.
Principal

SEAL

Witness as to Principal

(Principal) Secretary

ATTEST:

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety

Witness as to Surety

P.O. Box 5410, Jacksonville, Florida
(Surety) Secretary Address

AMERICAN CASUALTY COMPANY OF READING, PA.
Surety

Witness as to Surety

P.O. Box 1360, Tyler, Texas
Address

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

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

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

THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we (1) ALLKEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC.

a (2) TEXAS CORPORATION

of Tyler, Texas

hereinafter called Principal and (3) ST. PAUL FIRE & MARINE INSURANCE COMPANY

ST. PAUL

of CHICAGO, State of ILLINOIS hereinafter called the Surety, are held and firmly bound unto (4) BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Eleven Million One Hundred Forty-six Thousand and no/100 DOLLARS ($11,146,000.00) 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 27 day of MARCH, A. D. 1973, a copy of which is hereto attached and made a part hereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.
(2.) 2 CLASS ROOM BUILDINGS, THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.
(3.) COLISEUM BUILDING $3,008,500.
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 27 day of MARCH, A. D., 1973.

ATTEST:

[Signatures]

(Principal) Secretary

[Signatures]

GORDON CAMPBELL, PRESIDENT

Address

17-48
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 Todd, seconded by Regent Golden, with all Regents voting aye, it was ordered that the contract with Allen M. Campbell Company, Inc., of Tyler, Texas, for $3,008,500.00 for the construction of a Coliseum be approved and that the Chairman of the Board be authorized to sign the contract, as follows:
OWNER CONTRACTOR AGREEMENT

AGREEMENT made this twenty-seventh day of March in the year of Nineteen Hundred and Seventy-three between Stephen F. Austin State University, the Owner, and Allen M. Campbell Co. General Contractors, Inc., the Contractor.

The Owner and the Contractor agree as set forth below.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2
THE WORK

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

STEPHEN F. AUSTIN STATE UNIVERSITY COLISEUM, Nacogdoches, Texas
ARTICLE 3

ARCHITECT

The Architect for this Project is S. I. Morris Associates, 3465 West Alabama, Houston Texas.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date stipulated in the written Notice to Proceed from the Owner, and completed within four hundred, fifty-five (455) consecutive calendar days thereafter. Subject to stipulations in Article 14 of the Supplementary Conditions, the Contractor shall pay to the Owner as liquidated damages the sum of Five Hundred Dollars ($500.00) for each consecutive calendar day that the Work is not completed after the above-stated completion time.

ARTICLE 5

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Three Million Eight Thousand Five Hundred Dollars ($3,008,500.00), tabulated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$2,772,000.00</td>
</tr>
<tr>
<td>Accepted Alternate No. 1</td>
<td>222,000.00</td>
</tr>
<tr>
<td>Accepted Alternate No. 2</td>
<td>14,500.00</td>
</tr>
<tr>
<td><strong>Total Contract Sum</strong></td>
<td><strong>$3,008,500.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>800,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>2,208,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,008,500.00</strong></td>
</tr>
</tbody>
</table>
ARTICLE 6
PROGRESS PAYMENTS

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

Not later than the fifteenth (15th) day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to the first (1st) day of that month, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims. At the option of the Owner, after the Work has been fifty (50) per cent completed, progress payments may be made on the basis of one hundred (100) per cent of labor, materials and equipment in place and materials and equipment suitably stored.

ARTICLE 7
FINAL PAYMENT

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

ARTICLE 8
MISCELLANEOUS PROVISIONS

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

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

A. This Agreement, dated March 27, 1973

B. Conditions of the Contract
   (2) Supplementary Conditions, dated January 10, 1973, 9 pages.

C. Drawings, dated January 10, 1973
   (1) Title Sheet
   (2) Sheets A-1 through A-27
   (3) Sheets S-1 through S-17
   (4) Sheet ME-1, Sheets M-1 through M-10, Sheets E-1 through E-14

D. Specifications, dated January 10, 1973
   (1) Division 1 - General Requirements, Sections 1A through 1J, 21 pages
   (2) Division 2 - Site Work and Utilities, Sections 2A through 2H, 15 pages
   (3) Division 3 - Concrete, Sections 3A through 3H, 21 pages
   (4) Division 4 - Masonry, Sections 4A and 4B, 8 pages
   (5) Division 5 - Metals, Sections 5A through 5D, 14 pages
   (6) Division 6 - Wood and Plastics, Sections 6A and 6B, 6 pages
   (7) Division 7 - Thermal and Moisture Protection, Sections 7A through 7F, 23 pages
   (8) Division 8 - Doors, Windows and Glass, Sections 8A through 8H, Sections 8J and 8K, 28 pages
   (9) Division 9 - Finishes, Sections 9A through 9H, Sections 9J and 9K, 34 pages
8.2 D. Continued
(10) Division 10 - Specialities, Sections 10A through 10D, 8 pages
(11) Division 11 - Equipment, Section 11A, 3 pages
(12) Division 15 - Mechanical, Sections 15A through 15Z, Sections 15AA and 15BB, 116 pages
(13) Division 16 - Electrical, Sections 16A through 16X, 66 pages

E. Addenda
(1) Addendum No. 1, dated February 2, 1973, pages AD-1-1 through AD-1-9, Drawings AD-A1 through AD-A12, AD-S1 through AD-S6
(2) Addendum No. 2, dated February 12, 1973, pages AD-2-1 through AD-2-5, Drawings AD-A13 through AD-A19, AD-S7 through AD-S11, AD-E1 and AD-E2
(3) Addendum No. 3, dated February 23, 1973, pages AD-3-1 and AD-3-2
(4) Addendum No. 4, dated February 28, 1973, pages AD-4-1 and AD-4-2

F. Accepted Alternates
(1) Alternate No. 1: For construction of the Parking Lot at the northwest corner of University Drive and East College Street.
(2) Alternate No. 2: (Plastic sheet gym flooring) For use of synthetic playing surface in lieu of wood per Section 9B.
This Agreement executed the day and year first written above.

OWNER

STEPHEN F. AUSTIN STATE UNIVERSITY

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

Attested by:

C. G. Haas, Secretary

CONTRACTOR

ALLEN M. CAMPBELL CO. GENERAL CONTRACTORS, INC.

Gordon Campbell, President

Attested by:

B. A. Minard, Secretary
(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) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC. of (2) Tyler, Texas hereinafter called ST. PAUL FIRE & MARINE INSURANCE COMPANY Principal and (3) AMERICAN CASUALTY COMPANY OF READING, PA of ST. PAUL CHICAGO State of MINNESOTA ILLINOIS 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 Eleven Million One Hundred Forty-six Thousand and no/100 DOLLARS ($11,146,000.00), 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 27th day of MARCH, A.D., 1973, a copy of which is attached hereto and made a part hereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.
(2.) 2 CLASS ROOM BUILDINGS. THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.
(3.) COLISEUM BUILDING 17-57 $3,008,500.
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


ATTEST:

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

Principal

BY

GORDON CAMPBELL, PRESIDENT

(Principal) Secretary

SEAL

Witness as to Principal.

(Addres)

ATTEST:

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Witness as to Surety

 Limits its liability to $8,359,500.00

BY

Attorney-in-Fact

AMERICAN CASUALTY COMPANY OF READING, PA.

Witness as to Surety

 Limits its liability to $2,786,500.00

BY

Attorney-in-Fact

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

(1) Correct name of Contractor

(2) A Corporation, A Partnership or an individual, as case may be.

(3) Correct name of Surety

(4) Correct name of Owner

(5) County of Parish and State

(6) Owner

(7) If Contractor is Partnership, all partners should execute bond.
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) ALLEN M. CAMPBELL COMPANY, GENERAL CONTRACTORS, INC.

(2) TEXAS CORPORATION

of Tyler, Texas

hereinafter called Principal and (3) ST. PAUL FIRE & MARINE INSURANCE COMPANY

ST. PAUL

hereinafter called the Surety, are held and firmly bound unto (4) BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Eleven Million One Hundred Forty-six Thousand and no/100 DOLLARS ($ 11,146,000.00 ) 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 27 day of MARCH, A. D. 1973, a copy of which is hereto attached and made a part hereof for the construction of:

(1.) HEALTH & PHYSICAL EDUCATION COMPLEX $3,727,500.

(2.) 2 CLASS ROOM BUILDINGS, THE SCHOOL OF EDUCATION AND THE SCHOOL OF BUSINESS $4,410,000.

(3.) COLISEUM BUILDING $3,008,500.
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 27 day of MARCH, A. D., 1973.

ATTEST:

ALLEN M. CAMPBELL COMPANY
GENERAL CONTRACTORS, INC.

(Principal) Secretary

BY

GORDON CAMPBELL, PRESIDENT

WITNESS as to Principal
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 Bergman, seconded by Regent Golden, with all Regents voting aye, it was ordered that the following construction funding budgets be approved and that the University be authorized to transfer funds and establish construction accounts as may be necessary to complete the financial requirements as outlined hereafter.
## Construction Funding Budgets

### REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th>HPE</th>
<th>Two Classrooms</th>
<th>Coliseum</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Expenses</td>
<td>$3,500</td>
<td>$1,000</td>
<td>$3,500</td>
<td>$8,000</td>
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<td>Construction Contracts</td>
<td>3,727,500</td>
<td>4,410,000</td>
<td>3,008,500</td>
<td>11,146,000</td>
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<tr>
<td>Furniture and Equipment</td>
<td>100,000</td>
<td>200,000</td>
<td>60,000</td>
<td>360,000</td>
</tr>
<tr>
<td>Architectural and Engineering Fees</td>
<td>280,000</td>
<td>221,000</td>
<td>200,000</td>
<td>701,000</td>
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<tr>
<td>Contingencies</td>
<td>25,000</td>
<td>50,000</td>
<td>25,000</td>
<td>100,000</td>
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<tr>
<td><strong>TOTAL REQUIRED</strong></td>
<td><strong>$4,136,000</strong></td>
<td><strong>$4,882,000</strong></td>
<td><strong>$3,297,000</strong></td>
<td><strong>$12,315,000</strong></td>
</tr>
</tbody>
</table>

### SOURCES OF FUNDS

<table>
<thead>
<tr>
<th>Source</th>
<th>HPE</th>
<th>Two Classrooms</th>
<th>Coliseum</th>
<th>Total Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1972 Ad Valorem Tax Bonds</td>
<td>$4,136,000</td>
<td>$1,094,000</td>
<td>-0-</td>
<td>$5,230,000</td>
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<tr>
<td>1972 General Fee Revenue Bonds</td>
<td>700,000</td>
<td>700,000</td>
<td></td>
<td>700,000</td>
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<tr>
<td>C of D Earnings on 1972 Bonds</td>
<td>168,263</td>
<td>22,945</td>
<td></td>
<td>191,208</td>
</tr>
<tr>
<td>1971-72 Surplus Earnings on Bond System</td>
<td>201,518</td>
<td>201,518</td>
<td></td>
<td>201,518</td>
</tr>
<tr>
<td><strong>(Subtotal)</strong></td>
<td><strong>($4,136,000)</strong></td>
<td><strong>($1,262,263)</strong></td>
<td><strong>($924,463)</strong></td>
<td><strong>($6,322,726)</strong></td>
</tr>
<tr>
<td>1973 General Fee Revenue Bonds</td>
<td>3,289,737</td>
<td>1,560,263</td>
<td>1,560,263</td>
<td>4,850,000</td>
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<tr>
<td>Accrued Interest Earnings on 1972 Series</td>
<td>80,000</td>
<td>57,000</td>
<td>57,000</td>
<td>137,000</td>
</tr>
<tr>
<td>Estimated Interest Earnings during Const.</td>
<td>250,000</td>
<td>200,000</td>
<td>200,000</td>
<td>450,000</td>
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<tr>
<td>Estimated Surplus Earnings on General Fee Bonds</td>
<td>360,000</td>
<td>360,000</td>
<td></td>
<td>360,000</td>
</tr>
<tr>
<td>Estimated Pledged Property Surplus Earnings</td>
<td>195,274</td>
<td>195,274</td>
<td></td>
<td>195,274</td>
</tr>
<tr>
<td><strong>TOTAL SOURCES</strong></td>
<td><strong>$4,136,000</strong></td>
<td><strong>$4,882,000</strong></td>
<td><strong>$3,297,000</strong></td>
<td><strong>$12,315,000</strong></td>
</tr>
</tbody>
</table>
73-40
Upon motion of Regent Todd, seconded by Regent Golden, with all Regents voting aye, it was ordered that the contract for architectural and engineering services of Kent, Marsellos and Scott of Lufkin, Texas, for the planning and supervision of Improvements to LaNana Creek from East College Street to Starr Avenue be approved and the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty-Seventh day of March in the year Nineteen Hundred and Seventy Three and between the BOARD OF REGENTS STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT, MARSELLOS AND SCOTT, ARCHITECTS - ENGINEERS, Lufkin, Texas, hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, LANANA CREEK IMPROVEMENT, COLLEGE STREET TO STARR AVENUE, hereinafter called the Project.

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

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

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

a) For the Architect's Basic Services, as described in Paragraph 1.1; seven percent (7.0%) of the project construction cost; hereinafter referred to as the Basic Rate, and such
other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Pledged Property Surpluses and other funds available to the Owner for expenditure for the use of Stephen F. Austin State University. 

b) For the Architects Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.

c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

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

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

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

SCHEMATIC DESIGN PHASE

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

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

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

DESIGN DEVELOPMENT PHASE

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

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

CONSTRUCTION DOCUMENTS PHASE

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

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

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

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.
1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

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

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

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

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

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

1.1.19 The Architect shall prepare Change Orders.

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

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

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

1.3 ADDITIONAL SERVICES

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

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

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

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

1.3.4 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.
1.3.5 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

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

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

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

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

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3

CONSTRUCTION COST

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

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

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or
3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

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

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

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

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost Exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (2) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.
ARTICLE 4
DIRECT PERSONNEL EXPENSE

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

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

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

ARTICLE 6
PAYMENTS TO THE ARCHITECT

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

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

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

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

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

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8
TERMINATION OF AGREEMENT
This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9
OWNERSHIP OF DOCUMENTS
Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10
SUCCESSIONS AND ASSIGNS
The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect all covenants of this Agreement. Neither the
Owner nor the Architect shall assign, sublet or transfer his interest
in this Agreement without the written consent of the other.

ARTICLE 11
ARBITRATION

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

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

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

ARTICLE 12
EXTENT OF AGREEMENT

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

**ARTICLE 13**

**GOVERNING LAW**

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Partner

17-84
Upon motion of Regent Thomas, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contract for Improvements to LaNana Creek from East College Street to Starr Avenue, with T. Richard Vardeman, Inc., of Nacogdoches, Texas, be approved and the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 27th day of March, 1973

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its
President, hereinafter called "Owner" and T. RICHARD VARDEMAN, INC.
NACOGDOCHES, 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 LANANA CREEK IMPROVEMENT, COLLEGE STREET TO STARR AVENUE 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 hereeto attached or herein repeated. The following is an enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled "LANANA CREEK IMPROVEMENT,
COLLEGE STREET TO STARR AVENUE, STEPHEN F. AUSTIN STATE
UNIVERSITY, NACOGDOCHES, TEXAS",
sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions";

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

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed by September 1, 1973 as stipulated in the specifications. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.36 of "Supplementary Conditions" and in Proposal.

If the Contractor pursues completion of the work by the stated time, and if there is unusual weather which delays completion, the Owner will give due consideration to those things in assessing liquidated damages.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, EIGHTY ONE THOUSAND DOLLARS ($81,000.00) out of Pledged Property Surpluses available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

| Base Bid       | $ 81,000.00 |
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 Automobile Liability Insurance:** In an amount not less than **$300,000.00** for injuries, including personal injury or accidental death
to any one person, and subject to the same limit on account of one occurrence; Property Damage Insurance in an amount not less than $100,000.00 each occurrence; $300,000.00 aggregate.

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.
1) 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. **RISK:** The work is entirely at the Contractor's risk until it is accepted by the Owner and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor shall be financially responsible for any damage to the project and any finished surfaces and shall repair or replace any such damage to the satisfaction of the Architect and 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.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$81,000.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ____________________________ By ____________________________

T. RICHARD VARDEMAN, INC.
NACOGDOCHES, TEXAS
Address

SEAL

READ AND EXAMINED: ____________________________

Board of Regents, Stephen F. Austin State University

Secretary

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

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

THE STATE OF Texas

COUNTY OF Nacogdoches

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

T. RICHARD VARDEMAN, INC.

of (2) A Corporation hereinafter called

Principal and (3) Seaboard Surety Company of

New York State of New York,

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

Stephen F. Austin State University

hereinafter called Owner, in the penal sum of Eighty-One Thousand Dollars & No Cents,

DOLLARS ($81,000.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas,

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

THE CONDITION OF THIS OBLIGATION is such that

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

Stephen F. Austin State University

the Owner, dated the 27th 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 or 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 Four counterparts, each one of which shall be deemed an original, this the 27th day of March A.D., 1973.

ATTEST:

T. RICHARD VARDEMAN, INC. 
Principal

Seal

(Principal) Secretary

Witness as to Principal

(Address)

ATTEST: 

Seaboard Surety Company 
Surety

(by)

(Surety) Secretary

Witness as to Surety

Address

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

(1) Correct name of Contractor

(2) A Corporation, A Partnership or an individual, as case may be.

(3) Correct name of Surety

(4) Correct name of Owner

(5) County of Parish and State

(6) Owner

(7) If Contractor is Partnership, all partners should execute bond.
THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we

1) T. RICHARD VARDEMAN, INC.
   a Corporation of Nacogdoches, Texas hereinafter called Principal and

2) Seaboard Surety Company of New York hereinafter called Surety,
   State of New York hereinafter called the Surety,

are held and firmly bound unto (4) 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 Eighty-One Thousand Dollars & No Cents.

DOLLARS ($81,000.00)

in lawful money of the United States, to be paid in (5) Nacogdoches
   County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

6) Stephen F. Austin State University, the Owner,
dated the 27th day of March, A.D., 1973,
a copy of which is hereto attached and made a part hereof for the
construction of: Lampa Creek Improvement, College Street
to Starr Avenue

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 four counterparts, each one of which shall be deemed an original, this the 27th day of March A.D., 1973.

ATTEST:

T. RICHARD VARDEMAN, INC.
Principal

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

Seaboard Surety Company
Surety

(Surety) Secretary

BY

Attorney-in-Fact

Ferriel W. Gregston

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 Todd, seconded by Regent Golden, with all Regents voting aye, it was ordered that the contract with East Texas Carpets, Nacogdoches, Texas, for carpeting the corridors of dormitories (7, 9, 10, 12, 13, 14, 15, 16, 17, 18, and 19) be approved and the Chairman of the Board be authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 27th day of March, 1973, by and between
the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS,
acting herein through its Chairman, hereinafter called "Owner" and MACK CAGLE,
D/B/A EAST TEXAS CARPETS, NACOGDOCHES, 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 CARPETING FOR
CORRIDORS OF DORMITORIES 7, 9, 10, 12, 13, 14, 15, 16, 17, 18 & 19,
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 Architects; and shall do every-
thing required by this Agreement, the "General Conditions" of this Contract,
the Drawings and the Specifications.

2. The "General Conditions" of this 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.

3. The work to be performed under this Contract shall be commenced on
May 14, 1973, in part of the buildings and the Owner will schedule work
in the remaining buildings as they become available. The Contractor
must fully complete the project by August 18, 1973. The Contractor further agrees to pay as liquidated damages the sum of $100 per day for each calendar day thereafter the work remains unfinished, as provided in the Supplementary Conditions of the Specifications.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00) out of current funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

| Base Bid | $60,000.00 |

The Owner shall make payments on account of the Contract as provided therein as follows: After substantial completion of the Contract has been performed and all carpeting has been delivered and installed, including material and workmanship, same as having been satisfactory to the Owner, a payment of 85% of the contract price will be due. Final payment of 15% shall be due 30 days after final completion of the Work, provided the Work be fully accepted as satisfactory to the Owner.

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

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.
2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting Limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) Compensation and Employer's Liability Insurance: As required by the laws of the State of Texas; Employer's Liability Insurance, $100,000.00.

b) Comprehensive General Liability Insurance and Automobile Liability Insurance: In an amount not less than $300,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person; and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount
not less than $100,000.00 each occurrence; $300,000.00 aggregate.

c) **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)

d) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$ 7,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$ 53,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$60,000.00</strong></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By  ____________________________  By  ____________________________
Secretary                  Chairman

EAST TEXAS CARPETS
2301 North Street
Nacogdoches, Texas  75961

By  ____________________________  By  ____________________________
Witness                   Owner

READ AND EXAMINED:

________________________________________
Board of Regents, Stephen F. Austin State University
Know all men by these presents:

That, Mck Cagle d/b/a East Texas Carpets, Nacogdoches, Texas (hereinafter called the Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Baltimore, Maryland, (hereinafter called the Surety), as Surety, are held and firmly bound unto

BOARD OF REGENTS, STEPHEN F. AUSTIN UNIVERSITY, NACOGDOCHES, TEXAS

(hereinafter called the Obligee), in the amount of SIXTY THOUSAND AND NO/100 DOLLARS ($60,000--), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 26th day of March, 1972, to carpet corridors of dorms 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

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 herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of March, 1973.

WITNESS:

MACK CAGLE d/b/a EAST TEXAS CARPET

(IF INDIVIDUAL OR FIRM)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(IF CORPORATION)

LISA M. RAWLINGS

DOUGLAS L. STOCKMAN

ATTORNEY-IN-FACT
STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
AMENDED BY ACTS OF THE 56TH LEGISLATURE, 1959
(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, Mack Cagle dba East Texas Carpets, Nacogdoches, Texas
(hereinafter called the Principal), as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under the laws of the State of Maryland, with its principal office in the City of Baltimore, Maryland, (hereinafter called the Surety), as Surety, are held and firmly bound unto

[Name of Obligee], in the amount of SIXTY THOUSAND DOLLARS AND NO/100--

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 26th day of March 1973, to CARPET CORRIDORS OF DORM 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, & 19.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

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 to all such claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of March 1973.

WITNESS:

MACK CAGLE DBA EAST TEXAS CARPETS  (Seal)

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  (Seal)

Texas60/10-2M, 187504

LISA M. RAWLINGS

DOUGLAS E. Stockman

ATTORNEY-IN-FACT
73-43
Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract for $44,800.00 with Drew Woods, Inc., Carthage, Texas, for furnishing and installing a new air conditioning refrigeration machine for the Fine Arts Building be ratified and the Chairman of the Board be authorized to sign the contract, as follows:
THIS AGREEMENT, made and entered into this 27th day of March, A.D. 1973, by and between 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 Drew Woods, Inc. of the City of Carthage, County of Panola, 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 Chiller for Fine Arts Building" described in the plans, Specifications, Addendums No. 1 and No. 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 April 1, 1973.

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 FORTY-FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars ($44,800.00), subject to additions and deductions, as provided in the General Conditions of the Contract Documents, and to make payments on account thereof as provided.
(b) To insure prompt, faithful, sufficient, and complete performance of this Contract on his part, the Contractor has attached hereto and hereby makes a part hereof, Insurance Policies or Certificates of Insurance, a Performance Bond and a Payment Bond to be satisfactory in all respects to the Owner. Said Bonds, in the full amount of the Contract price, are to insure the faithful performance of the Contract under all conditions laid down by it and the Contract Documents covering equipment furnished labor employed, workmanship, material, time of completion and delivery. Said Bonds and Policies shall hold and keep the Owner harmless and free from all liens, claims, patent infringements, liability, demands, and expenses of every kind and nature for any accident or injury to any person or persons or property, occasioned by or resulting from the prosecution of the work pursuant to the terms of the Contract.

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BY Witness

STEPHEN F. AUSTIN STATE UNIVERSITY

BY President

Drew Woods, Inc.

Contractor

P.O. Box 488, Carthage, Texas 75633

Address

SEAL

BY Witness

C-2
Board of Regents, Stephen F. Austin State University

by

Witness

by

President

Read and examined

Secretary

Board of Regents, Stephen F. Austin State University
NOW ALL MEN BY THESE PRESENTS: that DREW WOODS, INC., P. O. BOX 488, CARTHAGE, TEXAS 75633 (Here insert full name and address or legal title of Contractor)

s Principal, hereinafter called Contractor, and TRANSAMERICA INSURANCE COMPANY, a California Corporation of Los Angeles, California, as Surety, hereinafter called Surety, are held and firmly bound unto STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

s Obligee, hereinafter called Owner, in the amount of FORTY FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars ($ 44,800.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated MARCH 27 1973 entered into a contract with Owner for INSTALLATION OF NEW CHILLER IN FINE ARTS BUILDING, in accordance with drawings and specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
The condition of this obligation is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
1) Complete the Contract in accordance with its terms and conditions, or
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 27th day of MARCH 1973.

DREW WOODS, INC.
(Principal)
(Surety)

Transamerica Insurance Company
(Surety)

RUDOLPH NORRIS
Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS:

That, DREW WOODS, INC. (hereinafter called the Principal), as Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, with its principal office in the City of Los Angeles, California (hereinafter called the Surety), as Surety, are held and firmly bound unto STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS (hereinafter called the Obligee) in the amount of FORTY FOUR THOUSAND EIGHT HUNDRED AND NO/100 Dollars ($44,800.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 27 day of MARCH, 1973, to INSTALLATION OF NEW CHILLER IN FINE ARTS BUILDING

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

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 herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 27 day of MARCH, 1973.

Witness:

(If Individual or Firm)

Attest:

(if Corporation)

Principal

SURETY

By...

Attorney-in-Fact - Rudolph Norris
STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
AMENDED BY ACTS OF THE 56TH LEGISLATURE, 1959
(McGregor Act — Public Works)
(Penalty of this bond must be 100% of Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, DREW WOODS, INC.
(herinafter called the Principal), as Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation
organized and existing under the laws of the State of California, with its principal office in the City of Los
Angeles, California (herinafter called the Surety), as Surety, are held and firmly bound unto

...STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

(herinafter called the Obligee), in the amount of...FORTY FOUR THOUSAND EIGHT HUNDRED AND NO/100

Dollars ($44,800.00), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

27...day of.........MARCH...................., 1973, to......INSTALLATION OF NEW CHILLER

...IN FINE ARTS BUILDING

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the
work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and
effect.

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 to all such claimants shall be determined in accordance with the provisions of said Article to the same
extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this
27 day of MARCH, 1973.

Witness:

(If Individual or Firm)

Attest:

B.W. Wood

(If Corporation)

DREW WOODS, INC. (Seal)

(Seal)

(Seal)

(Seal)

Principal

TRANSAMERICA INSURANCE COMPANY

Surety

By RUDOLPH NORRIS

Attorney-in-Fact

RUDOLPH NORRIS
73-44
Upon motion of Regent Golden, seconded by Regent Bergman, with all
Regents voting aye, it was ordered that the Change Order No. 1
adding $4,425.00 to the contract with Drew Woods, Inc., for additions
to the installation of a boiler serving the Austin and Rusk Buildings
be approved and the Chairman of the Board be authorized to sign the
Change Order.

There being no further business, the meeting adjourned at three o'clock
p.m. The next meeting was scheduled for April 10, to be held on the
University campus.

C. G. Haas
Secretary