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<td>Election of Board Officers for 1973-74</td>
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</tr>
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The meeting was called to order by Joe Bob Golden, Vice Chairman of the Board of Regents, at one o'clock p.m. April 10, 1973.

PRESENT:
Members: Joe Bob Golden of Jasper
Walter Todd of Dallas
Roy Maness of Beaumont
Douglas Bergman of Dallas
Mrs. Lera Thomas of Houston
Robert C. Gray of Austin
James I. Perkins of Rusk

ABSENT: R. E. McGee of Houston

PRESENT: C. G. Haas, Secretary
Dr. R. W. Steen, President of the University

(Note: One Board position is vacant.)
73-45
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the minutes of January 20, 1973, and the called meeting of March 27, 1973, be approved.

73-46
Upon motion of Regent Maness, seconded by Regent Todd, with all Regents voting aye, it was ordered that the Board elect officers for the year 1973-74, as follows:

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

73-47
Upon motion of Regent Gray, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the 1973 Summer School Faculty budget as submitted under separate cover be approved.

73-48
Upon motion of Regent Maness, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Department of Accounting

Mr. Jack William Pollard, 36, M.B.A. (Southern Methodist University), Instructor of Accounting, at a salary rate of $8,500 for nine months, effective Fall Semester, 1973.

2. Department of Computer Science

Mr. Millard Travis Harkrider, 38, M.S. (University of Tennessee), Instructor (part-time) of Computer Science, at a salary rate of $1,480 for the Spring Semester, 1973, only.

Mr. Darrell Lynn Ward, 29, M.S. (University of Iowa), Instructor (part-time) of Computer Science, at a salary rate of $1,500 for the Spring Semester, 1973, only.

3. School of Forestry

Dr. James Clarence Kroll, 27, Ph.D. (Texas A&M University), Assistant Professor of Forestry, at a salary rate of $10,000 for nine months, effective Fall Semester, 1973.

4. Department of General Business

Mr. Chester Lee Allen, 33, M.B.A. (Texas A&I University), Assistant Professor of General Business, at a salary rate of $13,250 for nine
months, effective Fall Semester, 1973. Mr. Allen is a candidate for the D.B.A. at Texas Tech University. If he has not completed all requirements for the D.B.A. by September 15, 1973, the salary will be $12,000 for nine months.

Mr. Dillard Brown Tinsley, Jr., 35, M.B.A. (University of Texas-Arlington), Assistant Professor of General Business, at a salary rate of $12,500 for nine months, effective Fall Semester, 1973. Mr. Tinsley is a candidate for the D.B.A. at Texas Tech University. If he has not completed all requirements for the D.B.A. by September 15, 1973, the salary will be $11,250 for nine months.

5. Department of School Services

Mrs. Judith S. Huffty, 32, M.A. (George Peabody College), Instructor (part-time) of School Services, at a salary rate of $937.50 for the Spring Semester, 1973, only.

6. Library

Mrs. Janice Speer Lange, 25, M.L.S. (University of Texas-Austin), Acting Reference Librarian, at a salary rate of $1,200 for the Second Summer Session, 1973, only. Mrs. Lange replaces Mrs. Prassel who is on maternity leave for the Second Summer Session.

7. Student Affairs Division

Mr. James G. Blankenship, 19, Patrolman, University Police Department, at a salary rate of $6,000 for twelve months, effective February 1, 1973. (Previously employed as an auxiliary officer on an hourly basis.)

Mr. Carl W. Byars, 36, Assistant Clerk in Charge, University Post Office, at a salary rate of $8,400 for twelve months, effective January 8, 1973.

Mr. Charles S. Henry, 52, Food Production Supervisor, University Center Cafeteria, at a salary rate of $7,500 for twelve months, effective March 15, 1973.

Mr. Harry Clinton Manning, 40, Patrolman, University Police Department, at a salary rate of $6,300 for twelve months, effective January 16, 1973.

8. Maintenance

Mr. Jerry Leon Batson, 33, Air Conditioning Foreman, Maintenance Department, at a salary rate of $10,000 for twelve months, effective March 6, 1973.
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following resignations be accepted:

1. School of Forestry

   Mr. Alan F. Button, Instructor of Forestry, effective May 12, 1973. Mr. Button has accepted other employment.

2. Student Affairs Division

   Mr. Edgar Kirby Darnell, Food Production Supervisor, University Center Cafeteria, effective February 15, 1973. Mr. Darnell is accepting other employment elsewhere.

   Mr. George L. Hartt, Patrolman, University Police Department, effective February 28, 1973. Mr. Hartt is accepting employment elsewhere.

   Mr. Glenn H. Jennings, Assistant Director of Housing, Housing Department, effective February 28, 1973. Mr. Jennings is accepting employment elsewhere.

   Mr. Patrick W. Vaughn, Patrolman, University Police Department, effective January 31, 1973. Mr. Vaughn is resigning to devote time to his education.

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

1. Department of General Business

   Mr. Patrick Michael Conn, Instructor of General Business, for the academic year 1973-74, in order to work toward the doctoral degree at the University of Arkansas.

   Mr. Robert Arnold Swerdlow, Instructor of General Business, for the academic year 1973-74, in order to work toward the doctoral degree at the University of Arkansas.

2. Library

   Mrs. Ann H. Prassel, Reference Librarian, from April 1 through August 27, 1973, for maternity leave.

3. Department of Political Science

   Dr. Stephen N. Smith, Associate Professor of Political Science, for the academic year 1973-74. Dr. Smith has accepted a one-year teaching appointment at Texas A&M University.
Upon motion of Regent Gray, seconded by Regent Thomas, with all Regents voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Mathematics

   Mr. Ennis Donice McCune, Assistant Professor of Mathematics, at a salary rate of $10,200 for nine months, effective Fall Semester, 1973. Mr. McCune has been working toward a doctoral degree at Texas Tech University.

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

1. Department of Computer Science

   Dr. Jarrell Grout, from Assistant Professor to Associate Professor and Acting Department Head of Computer Science, effective Fall Semester, 1973. Dr. Grout has completed the requirements for promotion and was recommended by the Dean.

2. Department of Economics

   Mr. Jeremiah M. Sullivan, from Instructor to Assistant Professor of Economics, effective Fall Semester, 1973. Mr. Sullivan has completed the requirements for promotion and was recommended by the Dean and Department Head.

3. Department of Elementary Education

   Dr. Grady W. Willingham, from Associate Professor to Professor of Elementary Education, effective Fall Semester, 1973. Dr. Willingham has completed the requirements for promotion and was recommended by the Dean and Department Head.

4. Department of English and Philosophy

   Mr. James E. Magruder, from Instructor to Assistant Professor of Philosophy, effective Fall Semester, 1973, with the condition that the Ph.D. degree is awarded before September 1, 1973. Mr. Magruder has completed other requirements for promotion and was recommended by the Dean and Department Head.

   Mrs. Johnnie Maude Tyler, from Instructor to Assistant Professor of English, effective Fall Semester, 1973. Mrs. Tyler has completed the requirements for promotion and was recommended by the Dean and Department Head.
5. School of Forestry

Dr. J. David Lenhart, from Assistant Professor to Associate Professor and Assistant to the Dean of Forestry, effective Fall Semester, 1973. Dr. Lenhart has completed the requirements for promotion and was recommended by the Dean.

6. Department of General Business

Dr. Donald A. Evans, from Assistant Professor to Associate Professor of General Business, effective Fall Semester, 1973. Dr. Evans has completed the requirements for promotion and was recommended by the Dean and Department Head.

7. Department of Geology

Mrs. Nancy S. Alexander, from Instructor to Assistant Professor of Geology, effective Fall Semester, 1973, with the condition that the Ph.D. degree is to be awarded by September 1, 1973. Mrs. Alexander has completed other requirements for promotion and was recommended by the Dean and Department Head.

8. Department of History

Dr. Sylvia Freeman McGrath, from Assistant Professor to Associate Professor of History, effective Fall Semester, 1973. Dr. McGrath has completed the requirements for promotion and was recommended by the Dean and Department Head.

9. Department of Mathematics

Dr. Jasper E. Adams, from Assistant Professor to Associate Professor of Mathematics, effective Fall Semester, 1973. Dr. Adams has completed the requirements for promotion and was recommended by the Dean and Department Head.

10. Department of Modern Languages

Dr. Warclaw Jarzebowski, from Associate Professor to Professor of Modern Languages, effective June 1, 1973. Dr. Jarzebowski has completed the requirements for promotion and was recommended by the Dean and Department Head.

11. Department of Music

Mr. Joel W. Duskin, from Instructor to Assistant Professor of Music, effective Fall Semester, 1973. Mr. Duskin has completed the requirements for promotion and was recommended by the Dean and Department Head.
Mr. David Wilson Jones, from Assistant Professor to Associate Professor of Music, effective Fall Semester, 1973. Dr. Jones has completed the requirements for promotion and was recommended by the Dean and Department Head.

Mr. Max L. Morley, from Instructor to Assistant Professor of Music, effective Fall Semester, 1973. Mr. Morley has completed the requirements for promotion and was recommended by the Dean and Department Head.

12. Department of Psychology

Dr. Jerry Neal Lackey, from Assistant to Associate Professor of Psychology, effective Fall Semester, 1973. Dr. Lackey has completed the requirements for promotion and was recommended by the Dean and Department Head.

13. Department of School Services

Dr. Elnita Stanley, from Assistant Professor to Associate Professor of School Services, effective Fall Semester, 1973. Dr. Stanley has completed the requirements for promotion and was recommended by the Dean and Department Head.

14. Department of Secondary Education

Dr. Harold G. Hill, from Associate Professor to Professor of Secondary Education, effective Fall Semester, 1973. Dr. Hill has completed the requirements for promotion and was recommended by the Dean and Department Head.

15. Department of Sociology

Dr. Harold L. Clements, from Associate Professor to Professor of Sociology and Head of the Department of Sociology, effective Fall Semester, 1973. Dr. Clements has completed the requirements for promotion and was recommended by the Dean.

Dr. Ben Edward Dickerson, from Assistant Professor to Associate Professor of Sociology, effective Fall Semester, 1973. Dr. Dickerson has completed the requirements for promotion and was recommended by the Dean and Department Head.

73-53

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

1. Department of Modern Languages

Dr. Warclaw Jarzebowski, Professor of Modern Languages, effective July 15, 1973.
Upon motion of Regent Gray, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the following changes in status be approved:

1. Student Affairs Division

Mr. Leonard L. Smith, from Assistant Dean of University Regulations to Assistant Director of Housing at a salary rate of $10,100 for twelve months effective March 1, 1973.

2. Maintenance

Mr. John H. Griswold, 56, from Carpenter (hourly rate) to Carpenter Foreman, at a salary rate of $6,900 for twelve months effective March 1, 1973.

Upon motion of Regent Perkins, seconded by Regent Maness, with all Regents voting aye, it was ordered that the 1973-74 faculty and staff appointments as submitted under separate cover be approved.

Upon motion of Regent Todd, seconded by Regent Gray, with all Regents voting aye, it was ordered that the following budget adjustments be approved:

1972-73 Budget Adjustments

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>5501-9901</td>
<td>Housing Administration</td>
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<tr>
<td>5510-9000</td>
<td>Dormitory 1</td>
<td>2,000</td>
</tr>
<tr>
<td>5515-9000</td>
<td>Apartments 73-96</td>
<td>2,800</td>
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<tr>
<td>5520-9000</td>
<td>Dormitory 2</td>
<td>1,500</td>
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<td>5525-9000</td>
<td>Apartments 1-70</td>
<td>2,000</td>
</tr>
<tr>
<td>5560-9000</td>
<td>Gibbs (Dormitory 8)</td>
<td>3,500</td>
</tr>
<tr>
<td>5570</td>
<td>Mays (Dormitory 11)</td>
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<tr>
<td>5575</td>
<td>Apartments 127-166</td>
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<td>5670</td>
<td>Todd (Dormitory 7)</td>
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<tr>
<td>5690</td>
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<td>5750</td>
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<tr>
<td>5760</td>
<td>Dormitory 17</td>
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<tr>
<td>5780</td>
<td>Dormitory 18</td>
<td>9,000</td>
</tr>
<tr>
<td>5790</td>
<td>Dormitory 19</td>
<td>3,500</td>
</tr>
</tbody>
</table>

Source of Funds: Pledged Property Surplus $72,300
Source of Funds: Auxiliary Enterprises Surplus $1,000

(The adjustments are made necessary by increased costs of utilities, insurance, and maintenance. Adjustments to Accounts 5570, 5575, and 5730 are made necessary by cost of repairs to air conditioning systems.

Upon motion of Regent Gray, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contract with Taylor Brothers, Lufkin, Texas, for $18,400 to paint the interior of Dormitory 13 be approved and the Chairman of the Board authorized to sign the contract, as follows:
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this the 10th day of April, 1973, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and TAYLOR BROTHERS, LUFKIN, TEXAS 75901, hereinafter called "Contractor."

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

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

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

Repainting Dormitory 13.
ARTICLE 3

ARCHITECT

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

ARTICLE 4

THE CONTRACTOR'S DUTIES AND STATUS

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

ARTICLE 5

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced approximately May 21, 1973, and completed by June 30, 1973.

ARTICLE 6

COST OF THE WORK AND GUARANTEED MAXIMUM COST

The Owner agrees to pay the Contractor the sum of Eighteen Thousand, Four Hundred and No/100 Dollars ($18,400.00), the amount to be paid within 10 days after the acceptance of the fully completed work.
ARTICLE 7

CONTRACTOR'S FEE

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

A fixed fee of One Thousand Five Hundred and No/100 Dollars ($1,500.00)

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

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

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

ARTICLE 8.

CHANGES IN THE WORK

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

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

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

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

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

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

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

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

9.1.6 Payments made by the Contractor to Subcontractors for Work performed pursuant to subcontracts under this Agreement.
9.1.7 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are consumed in the performance of the Work, and costs less salvage value on such items used but not consumed which remain the property of the Contractor.

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

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

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

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

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

9.1.14 Cost of removal of all debris.

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

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

**ARTICLE 10**

**COSTS NOT TO BE REIMBURSED**

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

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

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

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

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

10.1.5 Costs due to the negligence of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or for whose acts...
any of them may be liable, including but not limited to the correction of
defective Work, disposal of materials and equipment wrongly supplied, or
making good any damage to property.
10.1.6 The cost of any item not specifically and expressly included in
the items described in Article 9.
10.1.7 Costs in excess of the Guaranteed Maximum Cost, if any, as set
forth in Article 6 and adjusted pursuant to Article 8.

ARTICLE 11
DISCOUNTS, REBATES AND REFUNDS
All cash discounts shall accrue to the Contractor unless the Owner deposits
funds with the Contractor with which to make payments, in which case the
cash discounts shall accrue to the Owner. All trade discounts, rebates
and refunds, and all returns from sale of surplus materials and equipment
shall accrue to the Owner, and the Contractor shall make provisions so
that they can be secured.

ARTICLE 12
SUBCONTRACTS
12.1 All portions of the Work that the Contractor's organization has not
been accustomed to perform shall be performed under subcontracts. The
Contractor shall request bids from subcontractors and shall deliver such
bids to the Architect. The Architect will then determine, with the
advice of the Contractor and subject to the approval of the Owner, which
bids will be accepted.
12.2 All Subcontracts shall conform to the requirements of Paragraph
5.3 of the General Conditions. Subcontracts awarded on the basis of the
cost of such work plus a fee shall also be subject to the provisions of this Agreement insofar as applicable.

ARTICLE 13
ACCOUNTING RECORDS
The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years after the final payment.

ARTICLE 14
APPLICATIONS FOR PAYMENT
The Contractor shall, at least ten days before each progress payment falls due, deliver to the Architect a statement, sworn to if required, showing in complete detail all moneys paid out or costs incurred by him on account of the Cost of the Work during the previous month for which he is to be reimbursed under Article 6 and the amount of the Contractor's Fee due as provided in Article 7, together with payrolls for all labor and all receipted bills for which payment has been received.

ARTICLE 15
PAYMENTS TO THE CONTRACTOR
15.1 The Architect will review the Contractor's statement of moneys due as provided in Article 14 and will promptly issue a Certificate for Payment
to the Owner for such amount as he approves, which Certificate shall be payable on or about the Tenth day of the month.

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

ARTICLE 16
TERMINATION OF THE CONTRACT

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

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

ARTICLE 17
MISCELLANEOUS PROVISIONS

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

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

1. This Agreement

   General Conditions for the Contract for Construction - A.I.A.
   Document A201.

3. **Dormitory 13**: Repainting.
   Exterior: All presently painted surfaces of wood, metal and stucco
   Interior: All plastered walls except mechanical rooms. All doors and door bucks. All built-in furniture. Ceilings in rest rooms and laundrys. Stair rails and air conditioning vents.
4. The Contractor shall furnish Insurance acceptable to the Owner as follows:
   a. Compensation and Employer’s Liability Insurance as required by law.
   b. Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance $300,000.00-$500,000.00. Property Damage $100,000.00-$300,000.00. Provide Owner’s Protective Liability Insurance naming the Owner and the Architect/Engineer in the same amounts.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>Material</td>
</tr>
<tr>
<td>Total</td>
<td>$18,400.00</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

Seal Board of Regents
Stephen F. Austin State University

By
Witness

By
Chairman

Taylor Brothers
Lufkin, Texas

Address

By
READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

APPROVED AS TO FORM:

ATTORNEY GENERAL OF TEXAS

Assistant

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
Upon motion of Regent Thomas, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the contract with Conlee Brothers Moving and Storage for $14,995.00 to move the Library holdings to the new building 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 10th day of April, 1973, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and CONLEE BROTHERS MOVING AND STORAGE, BRYAN, 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 described in the Specifications entitled MOVING OF LIBRARY BOOKS AND OTHER HOLDINGS FROM THE EXISTING LIBRARY BUILDING TO THE NEW LIBRARY BUILDING OF STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, as outlined in the Specifications for the bidding March 29, 1973, and shall do everything required by this Agreement and those Specifications as if hereto attached or herein repeated.

2. The Work to be performed under this Contract which commences at a time stipulated by the Owner estimated to be during July or August 1973 and shall be fully completed within 10 consecutive calendar days. Contractor further agrees to pay as liquidated damages the sum of $50 for each calendar day thereafter the Work remains unfinished as provided in the Specifications.
3. The Owner shall pay the Contractor for the performance of the Contract $14,995 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 - $14,995.00

The Owner shall make payment on account of the contract as provided therein as follows: After substantial completion of the Contract has been performed and same has been found satisfactory to the Owner, a payment of 100% of the Contract Price shall be due within 15 days providing the Contractor shall provide invoices in quadruplicate.

4. 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) Workmen's Compensation: As required by the laws of the State of Texas.

b) Contractor's Public Liability and Property Insurance: In an amount not less than $100,000 for injury to or death of any one person, and $300,000 for any one accident or occurrence and Property Damage Insurance in an amount not less than $100,000.

c) Automotive Liability and Property Damage Insurance covering all automobiles and vehicles used in the contractor's operations on the campus in an amount not less than $50,000 for injury to or death of any one person and in the amount of $100,000 for injury to or death in any one occurrence and covering property damage not less than $25,000.

d) Before commencement of operations hereunder, Contractor shall
furnish certificates of the above mentioned insurance policies from the insurance carrier.

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

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

   Labor $14,995.00

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 /s/ C. G. Haas
   Secretary

By /s/ R. E. McGee
   Chairman

CONLEE BROTHERS MOVING & STORAGE
Drawer 473
600 S. Bryan
Bryan, Texas 77801

SEAL

Witness

READ AND EXAMINED:

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

18-26
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 Brazos

KNOW ALL MEN BY THESE PRESENTS: That we (1) Comlee Brothers Moving & Storage

of Bryan, Texas

hereinafter called Principal and (3) Hartford Casualty Insurance Company

of Hartford, State of Connecticut hereinafter called the Surety, are held and firmly bound unto (4) Board of Regents, 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 Fourteen thousand nine hundred ninety five and no/100 DOLLARS ($14,995.00) in lawful money of the United States, to be paid in (5)

Nacogdoches, 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, the Owner, dated the 10th day of April, A. D. 1973, a copy of which is hereto attached and made a part hereof for the construction of:

for moving library books, periodicals, newspapers and other materials and including library furniture, equipment and supplies from the existing Library building to the New Library Bldg, on the campus of Stephen F. Austin State University.
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 4th day of May, A. D., 1973.

ATTEST:

(Principal) Secretary

BY

Principal

Witness as to Principal

Address
ATTEST:

(Surety) Secretary

Witness as to Surety

Address

Hartford Casualty Insurance Company
Surety

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.
This is to certify that the company designated in Co. Code has issued to the named insured policies enumerated below.

CONLEE BROTHERS MOVING & STORAGE
P.O. Drawer 472
Bryan, Texas 77001

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by the entry herein but this certificate of Insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

<table>
<thead>
<tr>
<th>Hazards</th>
<th>Policy Number and Policy Term</th>
<th>Bodily Injury and Property Damage Liability</th>
<th>Bodily Injury Liability</th>
<th>Property Damage Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability for All Operations</td>
<td>61 C 826976</td>
<td>$100,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Independent Contractors</td>
<td>7/20/72-73</td>
<td>$100,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Completed Operations; Products</td>
<td></td>
<td>$100,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Contractual (as described above)</td>
<td></td>
<td>Aggregate: $300,000</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>61 PC 111139</td>
<td>$100,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Owned Automobiles</td>
<td>7/20/72-73</td>
<td>$100,000</td>
<td>$300,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>Non-Owned Automobiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workmen's Compensation and Employers' Liability</td>
<td>61 WG 800192</td>
<td>Compensation — Statutory</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10/20/72-73</td>
<td>Employers' Liability</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

With respect to Automobile Liability the Policy Number entered above includes the symbol GB, AZ, M, VI, M, or PGB, the word "occurrence" amended to read "accident". For contract, indicate type of agreement, party and te.

If policy is canceled, 30 days written notice will be given to:

Stephen F. Austin State University
Nacogdoches, Texas 75961

By

ANCO/THE ANDERSON COMPANY

May 4, 1973

18-30
THE STATE OF TEXAS
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS: That we (1) CUNLIEE H BROTHERS MOVING & STORAGE
of (2) Bryan, Texas hereinafter called Principal and (3) Hartford Casualty Insurance Company of Hartford State of Connecticut hereinafter called the Surety, are held and firmly bound into (4) Board of Regents. Stephen F. Austin State University hereinafter called Owner, in the penal sum of Fourteen thousand nine hundred ninety five and no/100 - - - - DOLLARS ($14,995.00 ), in lawful money of the United States, to be paid in (5) Nacogdoches, 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, the Owner, dated the 10th day of April, A. D., 1973, a copy of which is attached hereto and made a part hereof for the construction of: for moving library books, periodicals, newspapers and other materials and including library furniture, equipment and supplies from the existing Library building to the New Library Bldg. on the campus of Stephen F. Austin State University (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 4th day of May, A. D. 19_3.

ATTEST:

(Principal) Secretary

By:

---

18-32
ATTEST:

Hartford Casualty Insurance Company
Surety

(Surety) Secretary

BY: [Signature]

Attorney-in-Fact

Witness as to Surety

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: [Signature]

Assistant Attorney General

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.
CERTIFICATE OF INSURANCE

This is to certify that the company designated by Co. Code has issued to the named insured the policies enumerated below.

CONLEE BROTHERS MOVING & STORAGE
P.O. Drawer 472
Bryan, Texas 77801

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of Insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

<table>
<thead>
<tr>
<th>Hazards</th>
<th>Policy Number</th>
<th>Policy Term</th>
<th>Bodily Injury and Property Damage Liability</th>
<th>Bodily Injury Liability</th>
<th>Property Damage Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability: Premises-Operations</td>
<td>61 C 826976</td>
<td>7/20/72-73</td>
<td>$100,000 $300,000</td>
<td>$100,000 $300,000</td>
<td>$100,000 $500,000</td>
</tr>
<tr>
<td>Independent Contractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completed Operations; Products</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractual (as described below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability: Owned Automobiles</td>
<td>61 PC 111139</td>
<td>7/20/72-73</td>
<td>$100,000 XXXX</td>
<td>$100,000 $300,000</td>
<td>$100,000 XXXX</td>
</tr>
<tr>
<td>Towed Automobiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Owned Automobiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workmen's Compensation and Employers' Liability</td>
<td>61 WG 800192</td>
<td>10/20/72-73</td>
<td>Compensaton - Statutory</td>
<td>Employers' Liability</td>
<td>$100,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

With respect to Automobile Liability the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGH, the word "occurrence" amended to read "accident".

Location and description of operations, automobiles, contracts, etc. (For contracts, indicate type of agreement, party and site.)

If policy is canceled, 30 days written notice will be given to:

May 4, 1973

Stephen F. Austin State University
Nacogdoches, Texas 75961

By: Authorized Representative
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the following room and board rates be approved for the 1973-74 academic year:

### Dormitory Rates

<table>
<thead>
<tr>
<th>Dormitory No. and Name</th>
<th>Fall or Spring Semester</th>
<th>Summer Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>W/5 day</td>
<td>W/7 day</td>
</tr>
<tr>
<td>1 Unit 1</td>
<td>$380.00</td>
<td>$380.00</td>
</tr>
<tr>
<td>2 Unit 2</td>
<td>380.00</td>
<td>380.00</td>
</tr>
<tr>
<td>3 Unit 3</td>
<td>380.00</td>
<td>380.00</td>
</tr>
<tr>
<td>5 Wisely Hall</td>
<td>380.00</td>
<td>380.00</td>
</tr>
<tr>
<td>7 Todd Hall</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>8 Gibbs Hall</td>
<td>380.00</td>
<td>380.00</td>
</tr>
<tr>
<td>9 North Dorm</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>10 Dorm 10</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>11 Mays Hall</td>
<td>380.00</td>
<td>380.00</td>
</tr>
<tr>
<td>12 South Dorm</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>13 Dorm 13</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>14 Dorm 14</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>15 Griffith Hall</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>16 Dorm 16</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>17 Steen Hall</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>18 Kerr Hall</td>
<td>425.00</td>
<td>425.00</td>
</tr>
<tr>
<td>19 Dorm 19</td>
<td>425.00</td>
<td>425.00</td>
</tr>
</tbody>
</table>

### Apartments Rates

<table>
<thead>
<tr>
<th>Apartment Numbers</th>
<th>Rent for Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-70</td>
<td>$65.00</td>
</tr>
<tr>
<td>74-96; 127-166</td>
<td>80.00</td>
</tr>
<tr>
<td>200-299</td>
<td>90.00</td>
</tr>
<tr>
<td>F1-16</td>
<td>125.00</td>
</tr>
</tbody>
</table>

For Accounting Purposes Only:

<table>
<thead>
<tr>
<th>Dormitory No. and Name</th>
<th>Fall or Spring Semester</th>
<th>Summer Term</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>W/5 day</td>
<td>W/7 day</td>
</tr>
<tr>
<td>(Meals)</td>
<td>$240.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>(Room) - Dorms 1, 2, 3, 5, 8, 11</td>
<td>140.00</td>
<td>140.00</td>
</tr>
<tr>
<td>- Dorms 7, 9, 10, 12-19</td>
<td>185.00</td>
<td>185.00</td>
</tr>
</tbody>
</table>
Upon motion of Regent Perkins, seconded by Regent Todd, with all Regents voting aye, it was ordered that the contract for Coliseum Seating be placed with the low bidder, J. F. Clark Company of Dallas, Texas, for $29,995.00, as follows:
OWNER CONTRACTOR AGREEMENT

AGREEMENT made this tenth day of April in the year of Nineteen Hundred and Seventy-three between Stephen F. Austin State University, the Owner, and J. F. Clark Company, 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: SEATING, 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 the completion time set forth in an agreement for construction of the Coliseum between the Owner and another contractor, said completion time being four hundred, fifty-five (455) consecutive calendar days from date of commencement of the Coliseum work, provided that the Coliseum work shall be sufficiently completed and in suitable condition to allow the Contractor to commence installation of material a minimum of thirty (30) consecutive calendar days prior to the expiration of the above-stated completion time. Subject to the stipulations herein and in Article 14 of the Supplementary Conditions, the Contractor shall pay to the Owner as liquidated damages, the sum of One Hundred Dollars ($100.00) 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 Twenty Nine Thousand, Nine Hundred, Ninety Five Dollars ($29,995.00).

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

<p>| | |</p>
<table>
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<tr>
<td>Labor</td>
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<td>Materials</td>
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<td>Total</td>
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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:
Fifty (50) per cent of the Contract Sum when all materials and equipment have been
delivered and suitably stored at the site or at some other location agreed upon in writing
by the parties, provided that materials and equipment shall be delivered and stored at
a time agreed upon in writing by the parties and not unreasonably in advance of commence-
ment of installation work; and upon Substantial Completion of the entire Work, a sum suf-
ficient 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.

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 been completed, the Contract fully performed, and a final Certificate for Pay-
ment 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 April 10, 1973

B. Conditions of the Contract


(2) Supplementary Conditions, dated February 2, 1973, 9 pages.


D. Specifications, dated February 2, 1973

(1) Division 1 - General Requirements, Sections 1A through 1D, 8 pages.

(2) Division 12 - Furnishings, Section 12A, 3 pages.
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

J. F. CLARK COMPANY

J. F. Clark, President

Attested by:

18-41
CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY that the following policies, subject to their terms, conditions and exclusions, have been issued by this company.

This is not a policy of insurance, nor is it an endorsement making the person, firm or corporation at whose request it is issued an additional insured on the policy or policies referred to herein. However, in the event of cancellation or any reduction of limits of liability of any policy or policies listed below, the company will give the party to whom this certificate is issued, and at the address stated herein, ten (10) days advance notice. The mailing of such notice as aforesaid shall be sufficient proof of notice.

1. Name and address of party to whom this certificate is issued.

   C. G. HAAS
   MR. XXXXXX, VICE PRESIDENT FOR
   FISCAL AFFAIRS
   STEPHEN F. AUSTIN STATE UNIVERSITY
   NACOGDOCHES, TEXAS 75961

2. Name and address of insured

   J. F. CLARK COMPANY
   8609 Northwest Plaza Drive
   Dallas, Texas 75225

<table>
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<tr>
<th>Insurance Company</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>LIMITS OF LIABILITY*</th>
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<td>Workmen's Comp.</td>
<td>WC 5518985</td>
<td>6-19-72</td>
<td>6-19-73</td>
<td>Statutory</td>
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<td></td>
<td></td>
<td></td>
<td>$50,000. Aggregate Contractual</td>
</tr>
</tbody>
</table>

*Absence of any appropriate entry means no such insurance is in force.

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policy or policies shown above.

ALEXANDER & ALEXANDER OF TEXAS INC.
34th Floor, 2001 Bryan Tower, Dallas, Texas 75201

By
Authorised Representatives of the Insurance Companies referred to above.

18-42
(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 Dallas

KNOW ALL MEN BY THESE PRESENTS: That we (1) J. F. Clark Company

of (2) Dallas, Texas hereinafter called Principal and (3) National Surety Corporation of Chicago, State of Illinois hereinafter called the Surety, are held and firmly bound into (4) Stephen F. Austin State University hereinafter called Owner, in the penal sum of Twenty Nine Thousand Nine Hundred Ninety Five and no/100 DOLLARS ($ 29,995.00), in lawful money of the United States, to be paid in (5) Nacogdoches, 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 10th day of April, A. D., 1973, a copy of which is attached hereto and made a part hereof for the construction of:

Stephen F. Austin State University Coliseum: Seating, Nacogdoches, Texas

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 10th day of April, A. D. 1973.

ATTEST:

J. F. Clark Company
Principal

BY

John T. Clark

(Principal) Secretary

Witness as to Principal

Suite 201, 8609 Northwest Plaza Dr.
(Address) Dallas, Texas 75225

18-44
ATTEST:

(Surety) Secretary

Witness as to Surety

Dallas, Texas

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

National Surety Corporation

BY: Joe Bruce

ATTORNEY IN FACT

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

18-45
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 Dallas

KNOW ALL MEN BY THESE PRESENTS: That we (1) J. F. Clark Company

(2) Individual

of Dallas, Texas

hereinafter called Principal and (3) National Surety Corporation

of Chicago, State of Illinois 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 Twenty Nine Thousand Nine Hundred Ninety Five & no/100-- DOLLARS ($29,995.00)
in lawful money of the United States, to be paid in (5) Nacogdoches, 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 10th day of April, A. D. 1973, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts,
each one of which shall be deemed an original, this the 10th
day of ________________ , A. D., 19__ .

ATTEST:

J. F. Clark Company
Principal

(Principal) Secretary

BY ____________________________

Witness as to Principal

Suite 201, 8609 Northwest Plaza Dr.
Address Dallas, Texas 75225
ATTEST:

(Surety) Secretary

[Signature]

Witness as to Surety

Dallas, Texas
Address

National Surety Corporation

[Signature]

Joe Bruce
Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

[Signature]

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 Perkins, seconded by Regent Thomas, with all Regents voting aye, it was ordered that President R. W. Steen be authorized to file applications for Federal funds in behalf of Stephen F. Austin State University and to act as the official representative of the University in connection with the applications, including all understandings and assurances contained therein including:

(a) Compliance with PL88-352 (non-discrimination in program participation of persons due to race, color, national origin)
(b) Compliance with Civil Rights Act of 1964--prohibiting employment discrimination
(c) Compliance with PL91-646--providing for equitable treatment of persons displaced as a result of Federally assisted programs
(d) Compliance with the Hatch Act--limiting political activity of employees
(e) Compliance with Federal Fair Labor Standards Act
(f) Establishing safeguards to prohibit private gain from employment--positions resulting from Federally assisted programs
(g) Granting access for auditing of program

and

(h) Compliance with all Federal grantor agency requirements concerning program

73-62
Upon motion of Regent Todd, seconded by Regent Maness, with all Regents voting aye, it was ordered that the following curriculum items, approved by the University Undergraduate and Graduate Curriculum Committees, be approved:

COURSES ADDED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Credit</th>
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<tbody>
<tr>
<td>*Elementary Education 448</td>
<td>Alternatives in Education</td>
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<tr>
<td>Elementary Education 491</td>
<td>Electronic Media in Education</td>
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<tr>
<td>Modern Languages (French) 111</td>
<td>Reading French</td>
<td>3</td>
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<tr>
<td>Modern Languages (German) 111</td>
<td>Reading German</td>
<td>3</td>
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<tr>
<td>Modern Languages (Spanish) 111</td>
<td>Reading Spanish</td>
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*Submitted for Graduate Credit
COURSES ADDED: (Curriculum Committee) (continued)

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<th>Department and Number</th>
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<tbody>
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<td>Modern Languages (French) 112</td>
<td>Reading French</td>
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<tr>
<td>Modern Languages (German) 112</td>
<td>Reading German</td>
<td>3</td>
</tr>
<tr>
<td>Modern Languages (Spanish) 112</td>
<td>Reading Spanish</td>
<td>3</td>
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<tr>
<td>Modern Languages (Independent) 316</td>
<td>Structure and Character of Foreign Language Programs at the Secondary Level</td>
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<tr>
<td>Modern Languages (French) 381</td>
<td>Special Studies in French Language or Literature</td>
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<tr>
<td>Modern Languages (German) 381</td>
<td>Special Studies in German Language or Literature</td>
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<tr>
<td>Modern Languages (Spanish) 381</td>
<td>Special Studies in Spanish Language or Literature</td>
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<td>Sociology 102</td>
<td>Police Organization and Administration</td>
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<td>Sociology 201</td>
<td>Criminal Investigation</td>
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<td>Sociology 211</td>
<td>Criminal Procedure</td>
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<td>Sociology 301</td>
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<td>Sociology 302</td>
<td>Evidence</td>
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<td>Sociology 303</td>
<td>Processes of Criminal Justice</td>
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<td>Sociology 362</td>
<td>Sociology of Work</td>
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<td>Sociology 404</td>
<td>Advanced Criminal Law</td>
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<tr>
<td>Sociology 405</td>
<td>Problems in Criminal Justice</td>
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COURSES TO BE REVISED: (Curriculum Committee)

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<td>Industrial Sociology (3)</td>
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<td>Sociology 462</td>
<td>Sociology of Religion (3)</td>
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COURSES TO BE DELETED: (Curriculum Committee)

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<td>*History 465</td>
<td>Security of the Pacific (3)</td>
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<td>Sociology 303</td>
<td>Theories of Behavior Change in Corrections (3)</td>
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<tr>
<td>Sociology 304</td>
<td>Police Problems and Practice (3)</td>
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<tr>
<td>Sociology 305</td>
<td>Probation, Pardons, and Parole (3)</td>
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<td>Sociology 400</td>
<td>Internship in Criminal Justice I (3)</td>
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<td>Sociology 401</td>
<td>Internship in Criminal Justice II (3)</td>
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<td>Sociology 410</td>
<td>Seminar in Criminal Justice (3)</td>
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<td>Sociology 430</td>
<td>Problems in the Administration of Justice (3)</td>
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<tr>
<td>Sociology 431</td>
<td>Problems in Criminal Law Reform (3)</td>
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<td>Sociology 440</td>
<td>Group Counseling in Corrections (3)</td>
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<td>Sociology 441</td>
<td>Prevention Methods in Corrections (3)</td>
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<tr>
<td>Sociology 442</td>
<td>Management of Correctional Institutions (3)</td>
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*Submitted for Graduate Credit
**COURSES TO BE ADDED: (Graduate Council)**

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<th>Title</th>
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<tr>
<td>Communications 506</td>
<td>Writing for Special Publications</td>
<td>3</td>
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<tr>
<td>Forestry 412G</td>
<td>Environmental Management</td>
<td>3</td>
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<tr>
<td>Management 502</td>
<td>Quantitative Analysis</td>
<td>3</td>
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<tr>
<td>Modern Languages (Independent) 580</td>
<td>Problems in College Language Teaching</td>
<td>3</td>
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<tr>
<td>Psychology 501</td>
<td>Analysis of Behavioral Data</td>
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**COURSES TO BE REVISED: (Graduate Council)**

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<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
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<tr>
<td>Elementary Education 510</td>
<td>Individualization of Reading Instruction (3)</td>
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<td>Individualization of Reading Instruction (3)</td>
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**COURSES TO BE DELETED: (Graduate Council)**

<table>
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<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>**School Services 437</td>
<td>Children with Learning Disabilities (3)</td>
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<tr>
<td>**School Services 439</td>
<td>The Physically Handicapped Child (3)</td>
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</table>

**Deletion of Graduate Credit Only**
Upon motion by Regent Gray, seconded by Regent Bergman, with all Regents voting aye, it was agreed that February 23, 1973, be established as the contractual completion date on the Stadium, and that the President of the University be authorized to sign the agreement, as follows:

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

Whereas on the 18th day of December, 1971, LOGGINS CONSTRUCTION COMPANY, Tyler, Texas, and STEPHEN F. AUSTIN STATE UNIVERSITY entered into a contract to construct a football stadium and surrounding appurtenances and whereas the two aforementioned parties desire to modify the same, as follows:

In consideration of the above premises and at the request of said LOGGINS CONSTRUCTION COMPANY, and in further consideration of the release of TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($24,500.00) DOLLARS previously withheld by STEPHEN F. AUSTIN STATE UNIVERSITY from LOGGINS CONSTRUCTION COMPANY as liquidated damages and in further consideration of the desire by both parties to effect more desirable working conditions and to settle disputed dates, the original contract between them is hereby modified in respect to extensions of time and delay damages as follows:

I.

It is hereby agreed that the completion date of the contract is the 23rd day of February, 1973, and that such date shall not be extended by Article 8.3.1 of the contract.

II.

It is further agreed that liquidated damages in the amount of TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS per day shall be paid by LOGGINS CONSTRUCTION COMPANY or withheld by STEPHEN F. AUSTIN STATE UNIVERSITY from monies due, for each consecutive calendar day following the completion date of the 23rd day of February, 1973.

III.

It is further agreed that, in respect to actual completion date, the aforementioned penalties shall cease to run when the job is completed, and in computation of such actual completion date, the parking area on the east side of the construction site, and described in the work specifications on plan C1 as parking lot A, shall not be considered.
IV.

It is further agreed that liquidated damages in the amount of FIFTY AND NO/100 ($50.00) DOLLARS shall be paid by LOGGINS CONSTRUCTION COMPANY or withheld by STEPHEN F. AUSTIN STATE UNIVERSITY from monies due, for each consecutive calendar day following the actual completion date that the aforementioned and described parking area remains uncompleted.

V.

It is further agreed that this instrument is made in duplicate and is a modification of the original contract, and becomes a part thereof upon its execution.

WITNESS OUR HANDS this the 10th day of April, 1973.

LOGGINS CONSTRUCTION COMPANY

By: /s/ Ray Loggins  
Ray Loggins

STEPHEN F. AUSTIN STATE UNIVERSITY

By: /s/ R. W. Steen  
Dr. R. W. Steen

73-64
Upon motion by Regent Todd, seconded by Regent Bergman, the meeting was adjourned at 2:15 p.m. An invitation was extended by Mr. Homer Bryce for the Board to hold their next meeting (July 28, 1973) at Huxley Bay on Toledo Bend Lake.

C. G. Haas
Secretary