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Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
held in Houston, Texas

June 23, 1973

VOLUME NO. 19

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The meeting was called to order by R. E. McGee, Chairman of the Board of Regents, at ten o'clock a.m. June 23, 1973.

PRESENT:

Members:  
R. E. McGee of Houston  
Joe Bob Golden of Jasper  
Walter Todd of Dallas  
Robert C. Gray of Austin  
Glenn Justice of Dallas  
Ernest Powers of Carthage  
Mrs. George Cullum, Jr. of Dallas  
Douglas Bergman of Dallas  

ABSENT:  
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 Golden, with all Regents voting aye, it was ordered that the contract with Kent, Marsellos and Scott for the design and supervision of the renovation of the Boynton Building 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 Third day of June 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, REMODELING OF THE BOYNTON BUILDING, 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; Ten and One Half Per Cent (10.5%) of the project construction cost; hereinafter referred to as
the Basic Rate, and such other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Funds appropriated by the Sixty-Third Legislature, House Bill 139, 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 Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

**SUCCESSEORS 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
73-66
Upon motion of Regent Todd, seconded by Regent Bergman, with all Regents voting aye, it was ordered that Change Order #7 for $31,476.00 be approved as an addition to the Loggins Construction Company contract.

73-67
Upon motion of Regent Bergman, seconded by Regent Gray, with all Regents voting aye, it was ordered that resolutions of appreciation for the services of former Regents Thomas and Maness be approved and that copies of the resolutions be presented to them, as follows:
RESOLUTION OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY

MRS. LERA THOMAS: EXPRESSION OF APPRECIATION

WHEREAS, the Legislature of the State of Texas on 16 May 1969, officially redesignated Stephen F. Austin State College a State University and created for it a separate Board of Regents;

WHEREAS, among the appointees to the Board was the Honorable Mrs. Lera Thomas, Houston and Nacogdoches civic leader who had formerly served with distinction in the Congress of the United States both as a member and earlier as the wife of the late Congressman Albert Thomas;

WHEREAS, Mrs. Thomas has served ably as a Regent of Stephen F. Austin State University and has created here a scholarship fund in memory of her late husband;

WHEREAS, as of 31 January 1973, Mrs. Thomas' term as member of the Board expired;

NOW BE IT RESOLVED that the Board of Regents of Stephen F. Austin State University, in meeting assembled this 23rd day of June 1973, express to Mrs. Thomas its deep appreciation, as well as that of the administration, faculty, staff, and student body of the University, for her services and extend to her the best wishes of all for continued success in her service to the state and nation; and,

BE IT FURTHER RESOLVED that this expression of appreciation be spread upon the official minutes of the Board and that a copy be presented to Mrs. Thomas.

[Signatures]

Secretary of the Board

Chairman of the Board
RESOLUTION OF THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY

ROY MANESS: EXPRESSION OF APPRECIATION

WHEREAS, the Legislature of the State of Texas on 16 May 1969, officially redesignated Stephen F. Austin State College a State University and created for it a separate Board of Regents;

WHEREAS, among the appointees to the Board was the Honorable Roy Maness, Beaumont investor and formerly a student of Stephen F. Austin State College for which he had rendered distinguished service as President of the Beaumont area chapter of the Alumni Association;

WHEREAS, Mr. Maness has served ably as a Regent of Stephen F. Austin State University, contributing immeasurably to the recent success of the institution; and,

WHEREAS, as of 31 January 1973, Mr. Maness' term as a member of the Board expired;

NOW BE IT RESOLVED that the Board of Regents of Stephen F. Austin State University, in meeting assembled this 23rd day of June 1973, express to Mr. Maness its deep appreciation, as well as that of the administration, faculty, staff, and student body of the University, for his services and extend to him the best wishes of all for continued success in his service to the state and nation; and,

BE IT FURTHER RESOLVED that this expression of appreciation be spread upon the official minutes of the Board and that a copy be presented to Mr. Maness.

__________________________
Secretary of the Board

__________________________
Chairman of the Board
Upon motion of Regent Golden, seconded by Regent Justice, with all Regents voting aye, it was ordered that the contract for $12,167.00 with Texas Elevator Company, Inc. Houston, Texas, to provide and install an elevator in the University Warehouse 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 23rd day of June, 1973

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN

STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its

President, hereinafter called "Owner" and TEXAS ELEVATOR COMPANY, INC.

HOUSTON, 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 WAREHOUSE ELEVATOR, 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 enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled "WAREHOUSE ELEVATOR,
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 Furnishing and Installing of an
elevator, complete and ready for operation. 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 within 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $25.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.29 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, TWELVE THOUSAND ONE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS ($12,167.00) out of Educational and General Surplus 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 | $12,167.00 |

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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.

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19-30
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 **$500,000.00** for injuries, including personal injury or accidental death

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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**
   
   $300,000.00 (each occurrence)

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.

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>2500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>9167.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>12,167.00</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 /s/ C. G. Haas

By /s/ R. E. McGee

SEAL

TEXAS ELEVATOR COMPANY, INC.

HOUSTON, TEXAS - 77006

Address
3.311 W. Alabama, Suite 106

SEAL

By /s/ F. L. Johnson

Secretary - Treasurer

READ AND EXAMINED:

/s/ C. G. Haas

Secretary

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.
Upon motion of Regent Powers, seconded by Regent Justice, with all Regents voting aye, it was ordered that the University be authorized to purchase 92/100 acre of land from Billy Willis for $10,000.

Upon motion of Regent Justice, seconded by Regent Gray, with all Regents voting aye, it was ordered that the University be authorized to sell to the highest bidder a block of 59 and 46/100 acres of land near Chireno.

Upon motion of Regent Justice, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the Stephen F. Austin State University Annual Operating Budget for 1973-74 indicating funds available of $19,920,175 and estimated budget requirements of $18,865,373 as detailed under separate cover be approved.

Upon motion of Regent Todd, seconded by Regent Bergman, with all Regents voting aye, it was ordered that the University be authorized to proceed with the proposed acquisition of the Bailey Farm.

Upon motion of Regent Powers, seconded by Regent Gray, with all Regents voting aye, it was agreed that appreciation be expressed to Chairman R. I. McGee for hosting the June 23 meeting in Houston.

Board members were reminded that the next meeting, July 28, will be held at Huxley Bay on Toledo Bend Lake.

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

C. G. Haas
Secretary