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Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
held in Nacogdoches, Texas  
VOLUME NO. 28  
April 26, 1975

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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

April 26, 1975

The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 10:00 a.m. April 26, 1975.

PRESENT:

Members: Walter C. Todd of Dallas
Robert C. Gray of Austin
Glenn Justice of Dallas
Homer Bryce of Henderson
Ernest Powers of Carthage
James I. Perkins of Rusk
Mrs. George Cullum, Jr. of Dallas
Joe Bob Golden of Jasper
Mrs. Peggy Wedgeworth Wright of Nacogdoches

PRESENT: C. G. Haas, Secretary to the Board
Dr. R. W. Steen, President of the University
74-131
Upon motion of Regent Cullum, seconded by Regent Gray, with all members voting aye, it was ordered that Regent Todd be elected as Chairman of the Board.

74-132
Upon motion of Regent Wright, seconded by Regent Justice, with all members voting aye, it was ordered that Regent Gray be elected as Vice Chairman of the Board.

74-133
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that C. G. Haas be elected as Secretary to the Board.

74-134
Upon motion of Regent Justice, seconded by Regent Gray, with all members voting aye, it was ordered that the minutes of January 25, 1975, and the called meeting of February 7, 1975, be approved.

74-135
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the Executive, Finance, Building, and Employment Policies Committees within the Board be appointed.

<table>
<thead>
<tr>
<th>EXECUTIVE COMMITTEE</th>
<th>BUILDING COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Powers</td>
<td>Gray</td>
</tr>
<tr>
<td>Wright</td>
<td>Cullum</td>
</tr>
<tr>
<td>Perkins</td>
<td>Golden</td>
</tr>
<tr>
<td>Bryce</td>
<td>Bryce</td>
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</table>

<table>
<thead>
<tr>
<th>FINANCE COMMITTEE</th>
<th>EMPLOYMENT POLICIES</th>
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</thead>
<tbody>
<tr>
<td>Justice</td>
<td>Perkins</td>
</tr>
<tr>
<td>Wright</td>
<td>Golden</td>
</tr>
<tr>
<td>Perkins</td>
<td>Powers</td>
</tr>
<tr>
<td>Bryce</td>
<td>Bryce</td>
</tr>
</tbody>
</table>

74-136
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the University be requested to (1) ask the Attorney General for authority to hire legal counsel on behalf of the Board and the University, and (2) find out from the Attorney General if the University could obtain and pay for liability insurance covering the members of the Board of Regents.

74-137
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that the Board policies will be amended to cause the Board to participate in the selection of the University President, the Vice Presidents, and the Athletic Director prior to the obligating of those positions to new incumbents.
Upon motion of Regent Justice, seconded by Regent Gray, with all members voting aye, it was ordered that the 1975 Summer School Faculty and Staff appointments as submitted under separate cover be approved.

Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the 1975-76 Faculty and Staff appointments as submitted under separate cover be approved.

Upon motion of Regent Perkins, seconded by Regent Bryce, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates and salaries indicated:

1. Department of Agriculture

   Dr. J. Leon Young, 28, Ph.D. (Iowa State University), Assistant Professor Agriculture and Director of Soils Laboratory at a salary rate of $16,000 for twelve months, effective Fall Semester, 1975.

2. Department of Art

   Mr. Piero Fenci, 30, M.F.A. (New York State College of Ceramics), Assistant Professor of Art at a salary rate of $12,500 for nine months, effective Fall Semester, 1975.

3. School of Forestry

   Mr. Robert Webb, 50, M.F. (Yale University), Lecturer (one-quarter time) of Forestry at a salary rate of $1,362 for the Spring Semester, 1975, only.

4. Department of Management

   Dr. William Ervin Wright, 52, Ph.D. (North Texas State University), Assistant Professor of Management at a salary rate of $15,200 for nine months, effective Fall Semester, 1975.

5. Department of Psychology

   Dr. David Michael Goldstein, 31, Ph.D. (University of Connecticut), Assistant Professor of Psychology at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.

6. Department of School Services

   Dr. William Cecil Doyle, 39, Ed.D. (Texas Tech University), Assistant Professor of School Services at a salary rate of $13,000 for nine months, effective first summer session, 1975.

7. Department of Secondary Education

   Ms. Donnya Elle Stephens, 34, M.Ed. (Stephen F. Austin State University), Instructor of Secondary Education at a salary rate of $12,500 for nine months, effective Fall Semester, 1975.
8. Division of Applied Arts and Sciences

Mr. Stephen H. Bancroft, 29, M.Div. (Virginia Theological Seminary), Instructor (one-quarter time) in the Division of Applied Arts and Sciences at a salary rate of $900 for the Spring Semester, 1975, only.

Mr. Newel Holland, 44, M.Ed. (Stephen F. Austin State University), Instructor (one-third time) in the Division of Applied Arts and Sciences at a salary rate of $1,800 for the Spring Semester, 1975, only.

Dr. Jerry M. Self, 37, Th.D. (Southwestern Baptist Theological Seminary), Instructor (one-quarter time) in the Division of Applied Arts and Sciences at a salary rate of $900 for the Spring Semester, 1975, only.

9. University Computer Center

Mr. Larry T. Copeland, 25, B.S. (Stephen F. Austin State University), Computer Operator, at a salary rate of $8,973 for twelve months, effective February 3, 1975.

Mr. Fred Fisher, 33, M.S. (Texas Christian University), Manager of Operations at a salary rate of $16,500 for twelve months, effective January 27, 1975.

74-141

Upon motion of Regent Justice, seconded by Regent Perkins, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Art

Ms. Emma Corcoran, Assistant Professor of Art, effective May 31, 1975. Ms. Corcoran's reemployment for the Fall Semester, 1975, is contingent upon her completion of the Ph.D. degree by July 1, 1975.

2. Department of English and Philosophy


3. Department of Elementary Education

Dr. Janette K. Staton, Assistant Professor of Elementary Education, effective May 31, 1975. Dr. Staton resigned for personal reasons.

4. Department of Modern Languages

Mr. Will B. Barclay, Assistant Professor of Modern Languages, effective May 31, 1975. Mr. Barclay resigned to seek other employment.

Dr. Albrecht Giese, Associate Professor of Modern Languages, effective May 31, 1975. The contract for Dr. Giese is not being renewed due to the necessity for this department to reduce its staff.
5. Department of Music

Mr. Randall Reese, Instructor of Music, effective May 31, 1975. Mr. Reese has completed his temporary assignment.

6. Department of School Services

Mr. William Weber, Assistant Professor of School Services, effective May 31, 1975. Mr. Weber has completed his temporary assignment.

7. Department of Sociology


8. Athletics

Mr. John Levra, Athletic Director and Head Football Coach, effective March 13, 1975. Mr. Levra has accepted employment elsewhere.

74-142
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that the contracts of the following persons not be renewed:

1. Department of Art

Dr. Richard Hillis, Assistant Professor of Art, effective May 31, 1975. The contract for Dr. Hillis is not being renewed at the option of the department.

2. Department of General Business

Dr. Martha Brown, Associate Professor of General Business, effective May 31, 1975. The contract for Dr. Brown is not being renewed at the option of the Department.

74-143
Upon motion of Regent Perkins, seconded by Regent Bryce, with all members voting aye, it was ordered that the following changes in status be approved:

1. Athletics

Mr. Richard C. Munzinger, 39, from Assistant Football Coach, Tennis Coach, and Instructor of Men's HPE to Athletic Director and Head Football Coach, at a salary rate of $19,000 for twelve months, effective February 25, 1975.

2. Student Affairs Division

Mr. Sidney C. Jones, 60, from Chief, University Police Department, to Traffic and Parking Coordinator, University Police Department, effective September 1, 1975.
Mr. O. D. Sterns, 32, from Custodial Worker I at a salary rate of $2.41 per hour to Patrolman, University Police Department, at a salary rate of $7,250 for twelve months, effective March 1, 1975.

Mr. Ben Wright, 42, from Sergeant, University Police Department, to Chief, University Police Department, effective September 1, 1975.

74-144
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following requests for leave and returns from leave of absence be granted:

Requests for Leave:

1. Department of Geology

   Dr. Don R. Anderson, Assistant Professor of Geology, for the 1975-76 academic year in order to devote full time to a petroleum research project.

2. Department of Home Economics

   Ms. Lydia Roper, Instructor of Home Economics, for the 1975-76 academic year in order to fulfill residency requirements toward a doctoral degree.

Returns from Leave:

1. Department of English and Philosophy

   Dr. Sidney Bellamy, Assistant Professor of English, effective Fall Semester, 1975. Dr. Bellamy was a visiting professor at the University of Cologne.

2. Department of Home Economics

   Miss Mary McKinney, Instructor of Home Economics, effective Fall Semester, 1975. Miss McKinney has been enrolled full time in a doctoral program at Texas Woman's University.

3. Department of Music

   Mr. Stephen K. Goacher, Instructor of Music, effective Fall Semester, 1975. Mr. Goacher has been enrolled full time in an approved doctoral program.

4. Department of School Services

   Ms. Ida Baty Anderson, Instructor of School Services, effective Fall Semester, 1975. Ms. Anderson has been enrolled full time in an approved doctoral program.
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the following retirements be accepted:

1. Department of Art
   Dr. Karl T. Schlicher, Professor of Art, effective May 31, 1975.

2. Department of Modern Languages
   Ms. Elizabeth Davis, Associate Professor of Modern Languages, effective May 31, 1975.

3. Physical Plant
   Mr. John E. Stringer, Plumbing Foreman, effective February 28, 1975.

Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following promotions be approved:

1. Department of Agriculture
   Dr. Talib A. Alhashimi, from Assistant Professor to Associate Professor of Agriculture, effective Fall Semester, 1975. Dr. Alhashimi has completed the requirements for promotion and has been recommended by his department head and dean.

2. Department of Art
   Mr. Reesman S. Kennedy, from Associate Professor to Professor of Art, effective Fall Semester, 1975. Mr. Kennedy has completed the requirements for promotion and has been recommended by his department head and dean.

3. Department of Communication
   Dr. Michael N. Roach, from Assistant Professor to Associate Professor of Communication, effective Fall Semester, 1975. Dr. Roach has completed the requirements for promotion and has been recommended by his department head and dean.

4. Department of Elementary Education
   Dr. Don Fare, from Associate Professor to Professor of Elementary Education, effective Fall Semester, 1975. Dr. Fare has completed the requirements for promotion and has been recommended by his department head and dean.

   Dr. Jerry L. Irons, from Associate Professor to Professor of Elementary Education, effective Fall Semester, 1975. Dr. Irons has completed the requirements for promotion and has been recommended by his department head and dean.
5. School of Forestry

Dr. Leonard F. Burkart, from Associate Professor to Professor of Forestry, effective Fall Semester, 1975. Dr. Burkart has completed the requirements for promotion and has been recommended by his dean.

Dr. Kenneth G. Watterston, from Associate Professor to Professor of Forestry, effective Fall Semester, 1975. Dr. Watterston has completed the requirements for promotion and has been recommended by his dean.

Dr. Ray R. Hicks, Jr., from Assistant Professor to Associate Professor of Forestry, effective Fall Semester, 1975. Dr. Hicks has completed the requirements for promotion and has been recommended by his dean.

6. Department of General Business

Dr. Conway Rucks, from Assistant Professor to Associate Professor of General Business, effective Fall Semester, 1975. Dr. Rucks has completed the requirements for promotion and has been recommended by his department head and dean.

7. Department of History

Dr. William J. Brophy, from Assistant Professor to Associate Professor of History, effective Fall Semester, 1975. Dr. Brophy has completed the requirements for promotion and has been recommended by his department head and dean.

8. Department of Music

Dr. William T. Young, from Associate Professor to Professor of Music, effective Fall Semester, 1975. Dr. Young has completed the requirements for promotion and has been recommended by his department head and dean.

9. Department of Psychology

Dr. John E. Anson, from Assistant Professor to Associate Professor of Psychology, effective Fall Semester, 1975. Dr. Anson has completed the requirements for promotion and has been recommended by his department head and dean.

10. Department of Secondary Education

Dr. Langston Kerry, from Assistant Professor of Secondary Education to Associate Professor of Secondary Education, effective Fall Semester, 1975. Dr. Kerr has completed the requirements for promotion and has been recommended by his department head and dean.
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the following 1974-75 budget revisions be approved:

<table>
<thead>
<tr>
<th>Education and General Salaries &amp; Wages</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Account 1000 General Administration Salaries</td>
<td>$ 19,712.00</td>
</tr>
<tr>
<td>Account 1002 Teaching Salaries</td>
<td>292,097.00</td>
</tr>
<tr>
<td>Account 1004 Other Salaries &amp; Wages</td>
<td>111,233.00</td>
</tr>
</tbody>
</table>

Total Estimate to be Received from State Appropriations $ 491,000.00

Non-Pledged Auxiliary Enterprises

| Account 5000 Salaries & Wages | $ 15,807.00 |

Pledged Properties

| Account 5002 Salaries & Wages | $ 89,838.00 |

Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the following room and board rates for 1975-76 be approved:

(See Page 10)
<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, 15 meals</td>
<td>W/7 day, 15 meals</td>
</tr>
<tr>
<td></td>
<td>W/5 day, 15 meals</td>
<td>W/7 day, 13 meals</td>
</tr>
<tr>
<td></td>
<td>W/5 day, 15 meals</td>
<td>W/7 day, 20 meals (6 wks.)</td>
</tr>
<tr>
<td>1 Unit 1</td>
<td>$465.00</td>
<td>$465.00</td>
</tr>
<tr>
<td>2 Unit 2</td>
<td>465.00</td>
<td>465.00</td>
</tr>
<tr>
<td>3 Unit 3</td>
<td>465.00</td>
<td>465.00</td>
</tr>
<tr>
<td>5 Wisely Hall</td>
<td>465.00</td>
<td>465.00</td>
</tr>
<tr>
<td>7 Todd Hall</td>
<td>510.00</td>
<td>510.00</td>
</tr>
<tr>
<td>8 Gibbs Hall</td>
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<tr>
<td>9 North Dorm</td>
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<tr>
<td>10 Dorm 10</td>
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</tr>
<tr>
<td>11 Mays Hall</td>
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<tr>
<td>12 South Dorm</td>
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</tr>
<tr>
<td>13 Dorm 13</td>
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<tr>
<td>14 Dorm 14</td>
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<td>510.00</td>
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<tr>
<td>15 Griffith Hall</td>
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<tr>
<td>16 Dorm 16</td>
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<td>510.00</td>
</tr>
<tr>
<td>17 Steen Hall</td>
<td>510.00</td>
<td>510.00</td>
</tr>
<tr>
<td>18 Kerr Hall</td>
<td>510.00</td>
<td>510.00</td>
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Apartments (without meals)  Rent for Month*

<table>
<thead>
<tr>
<th>Nos.</th>
<th>1 - 70</th>
<th>$77.50</th>
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<tbody>
<tr>
<td></td>
<td>74 - 96</td>
<td>93.50</td>
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<tr>
<td></td>
<td>127 - 166</td>
<td>93.50</td>
</tr>
<tr>
<td></td>
<td>200 - 299</td>
<td>105.00</td>
</tr>
<tr>
<td>D. 19</td>
<td>1 - 133</td>
<td>137.50</td>
</tr>
<tr>
<td>Fac.</td>
<td>1 - 16</td>
<td>145.00</td>
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*Apartment rent includes utilities, television cable; excludes telephone

For Accounting Purposes Only:

<table>
<thead>
<tr>
<th>Meals</th>
<th>$295.00</th>
<th>$295.00</th>
<th>$315.00</th>
<th>$115.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rooms (1,2,3,5,8,11)</td>
<td>170.00</td>
<td>170.00</td>
<td>170.00</td>
<td>70.00</td>
</tr>
<tr>
<td>(7,9,10,12-18)</td>
<td>215.00</td>
<td>215.00</td>
<td>215.00</td>
<td>85.00</td>
</tr>
</tbody>
</table>

Increase over 1974-75 - average of 10%
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that the Architectural-Engineering Services Agreement with Kent-Marsellos-Scott for the design and supervision of certain storm water systems improvements be approved and the Chairman of the Board be authorized to sign the contract:
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Sixth day of April in
the year Nineteen Hundred and Seventy Five 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-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, STORM WATER DRAINAGE
SYSTEM IMPROVEMENT, PROJECT 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 Para-
graph 1.1; Ten Per Cent (10.0%) of the project construction
cost; hereinafter referred to as the Basic Rate; and such
other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Auxiliary Enterprise Surplus Funds and Student Fee Bond Proceeds and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architect's 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 and any other services included in Article 14 as Basic Services.
SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, 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.

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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, 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 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 and all of the Owner's instructions to the Contractor shall be issued through Architect. 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 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 specific 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 provisions 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 submission 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 Representatives 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 protection 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

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.
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1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

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

1.3.5 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.

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

1.3.7 Providing services for planning tenant or rental spaces.

1.3.8 Making 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.

1.3.9 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
1.3.10 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.

1.3.11 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.

1.3.12 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

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

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

1.3.15 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, including a complete program, 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 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 services.

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 recommendations.

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 becomes aware of any default 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 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;
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 his 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 The cost of labor, materials and equipment 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.

3.4 Statement 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 contractors' 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 be in writing signed by the parties and 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 Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of
Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, within a reasonable time, or (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

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, 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 reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 Expense of computer time when used in connection with Additional Services.

**ARTICLE 6**

**PAYMENTS TO THE ARCHITECT**

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

6.1.1 Payments for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

- Schematic Design------------------ 15%
- Design Development Phase-------- 35%
- Construction Documents Phase----- 75%
- Bidding or Negotiation Phase------ 80%
- 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 or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense 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

8.1 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 party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

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**

**SUCCESSORS 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 to 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 between the parties
to this Agreement, 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.
No arbitration, arising out of, or relating to this Agreement, shall
include, by consolidation, joinder or in any other manner, any addi-
tional party not a party to this Agreement except by written consent
containing a specific reference to this Agreement and signed by all
the parties hereto. Any consent to arbitration involving an addi-
tional party or parties shall not constitute consent to arbitration of
any dispute not described therein or with any party not named or
described therein. This Agreement to arbitrate and any agreement
to arbitrate with an additional party or parties duly consented to by
the parties hereto shall be specifically enforceable under the pre-
vailing 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 Arbitra-
tion 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.
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 [Signature]
President of the Board

ATTEST:

[Signature]
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By [Signature]
74-150
Upon motion of Regent Gray, seconded by Regent Cullum, with all members voting aye, it was ordered that the Architectural Services Contract with Kent-Marsellos-Scott for the design and supervision of instructional facilities for the Department of Agriculture be approved and the Chairman of the Board be authorized to sign the contract:
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Sixth day of April in the year Nineteen Hundred and Seventy Five 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-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, AGRICULTURE DEPARTMENT AND WAREHOUSE ADDITIONS AND REMODELING 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 Three Tenths Per Cent (10.3%) 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 Auxiliary Enterprise Surplus Funds and Student Fee Bond Proceeds and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architect's 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 and any other services included in Article 14 as Basic Services.
SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, 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.

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entire Project including the necessary bidding information, and shall
assist in the preparation of bidding forms, the Conditions of the Con-
tract, and the form of Agreement between the Owner and the Contractor.

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Statements of Probable Construction Cost indicated by changes in re-
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for the approval of governmental authorities having jurisdiction over
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is issued to the Owner.

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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 and all of the Owner's instructions to the Contractor shall be issued through Architect. 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.

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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.

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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 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 specific 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.

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1.3.9 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
1.3.10 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.

1.3.11 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.

1.3.12 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

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

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

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

ARTICLE 2

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2.1 The Owner shall provide full information, including a complete program, 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 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 services.

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 recommendations.

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 becomes aware of any default 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 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;
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 his 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 The cost of labor, materials and equipment 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.

3.4 Statement 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 contractors' 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 be in writing signed by the parties and 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 Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of
Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, within a reasonable time, or (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**

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, 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 reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

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

6.1.1 Payments for Basic Services shall be made in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design-----------------15%
Design Development Phase----------35%
Construction Documents Phase-------75%
Bidding or Negotiation Phase-------80%
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 or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense 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

8.1 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 party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

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**

**SUCCESSORS 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 to 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 between the parties to this Agreement, 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. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent.
containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto 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
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the Engineering Services Contract with Love, Friberg and Associates for the design of the renovation of mechanical systems in the University Center be approved and the Chairman of the Board be authorized to sign the contract:
AGREEMENT
FOR
MECHANICAL AND
ELECTRICAL ENGINEERING SERVICES

MADE AND ENTERED INTO by and between the Board of Regents, Stephen F. Austin State University, acting herein by and through its President, hereinafter called "Owner", and Love, Friberg and Associates, Inc., hereinafter called the "Engineer".

SECTION I
EMPLOYMENT OF ENGINEER

The Owner intends to erect on the Campus of Stephen F. Austin State University, RENOVATION OF MECHANICAL SYSTEMS FOR UNIVERSITY CENTER, hereinafter called the "Project".

In consequence thereof, the Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the Section to follow.

SECTION II
CHARACTER AND EXTENT OF BASIC SERVICES

The Engineer shall render the following professional Basic Services necessary for the development of the project:

A. PRELIMINARY PHASE

(1) Participate in preliminary conferences with Owner to establish the scope of the project and the requirements of mechanical and electrical systems.

(2) Determine types of mechanical and electrical systems best suited to meet the Owner's requirements.

(3) Prepare design criteria and outline specifications for mechanical and electrical portions of the project.
B. DESIGN PHASE

(1) Participate in design conferences with the Owner to plan and coordinate the mechanical and electrical systems into the project.

(2) Prepare mechanical and electrical calculations for previously established design requirements.

(3) Prepare contract drawings in pencil on tracing paper in sufficient detail to define the mechanical and electrical construction work.

(4) Prepare technical specifications for the mechanical and electrical portions of the project.

(5) Prepare construction cost estimate.

(6) Prepare addenda as may be required during the bidding period and answer questions raised by bidders in the procurement of bids.

C. CONSTRUCTION PHASE

(1) Assist Owner in analyzing bids and preparing recommendations on all proposals relating to the project.

(2) Participate in pre-construction conferences and provide Owner with consultation and advice.

(3) Review samples, manufacturer's data, schedules, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, solely to determine conformance with design concept of the project and compliance with information given by the contract documents. Such review shall not relieve the Contractor from his responsibility for compliance with the contract documents.

(4) Answer questions regarding the mechanical and electrical plans and specifications.

(5) Make recommendations regarding proposed changes to mechanical and electrical work.

(6) Review amounts requested in partial payment invoices.

(7) Make periodic site visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he will not
be responsible for techniques and sequences of construction or safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the contract documents. During visits to the site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional he will keep the Owner informed of the extent of the progress of the work, and advise the Owner in writing of material and substantial defects and deficiencies in the work of the Contractor which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

(8) Make a final observation of the completed construction of the mechanical and electrical facilities. This specifically includes one observation of each system shown in the construction drawings and specifications and a report in writing to the Owner. Additionally, a review of each system is included on notification by the Contractor that the defects in the system have been corrected.

SECTION III

SPECIAL SERVICES

A. PREDICTABLE SPECIAL SERVICES

In addition to the Preliminary Phase, Design Phase and Construction Phase Basic Services, there are certain Predictable Special Services which vary in scope or requirement from one project to the next, but are usually common to a typical building design project. Following is one such Predictable Special Service.

(1) Technical observation of construction by a full-time resident project representative, and supporting staff as required.

B. UNPREDICTABLE SPECIAL SERVICES

This category of Special Services includes items that may well be involved in any particular building design project, but which are not necessarily typical. Following is a list of such Unpredictable Special Services:

(1) Changes to drawings and specifications or extra expense incurred by reason of insolvency of Contractor.

(2) Evaluation and recommendations on Construction Contractor's claims.

(3) Assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project.
(4) Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25 percent through no fault of the Engineer.

SECTION IV
EXCLUDED SERVICES

The following are beyond the scope of professional engineering services and are excluded from this agreement:

(1) Engineer shall not be required to furnish any surveying, legal, accounting, or insurance counseling service to the Owner.

SECTION V
OWNER'S RESPONSIBILITY

Owner will designate a person to act with authority on his behalf in respect of all aspects of the Project, shall examine and respond promptly to Engineer's submissions, and shall give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the Project.

During the Preliminary Phase, the Owner will furnish the Engineer all needed site information, including utilities, and lines and grades of existing streets, pavements and structures on the site.

Owner shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and any auditing service required in respect of Contractors applications for payment.

Owner shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

Owner shall advertise for bids or proposals from Contractors.

SECTION VI
THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the Project and for Special Services not included in these phases.
A. BASIC SERVICES CHARGE

Compensation for Basic Services shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus ten percent for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $16.00 per hour. The guaranteed maximum cost for Basic Services shall be $13,000.00.

Partial payments shall be made monthly, based on the Engineer's personal services. Payments will be made in proportion to that part of the services which has been accomplished, as evidenced by monthly statements submitted by the Engineer to the Owner.

B. SPECIAL SERVICES CHARGES

Except as modified hereinafter, Engineer's charges for all Predictable and Unpredictable Special Services as previously described shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus a 10 percent service charge for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $16.00 per hour.

Payments to the Engineer for Special Services will be made monthly by the Owner on presentation of monthly statements by the Engineer for such services.

SECTION VII

DEFINITION OF TERMS

A. SALARY COST

Salary cost is defined as the cost of salaries of engineers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

B. DIRECT NON-LABOR EXPENSE

Direct non-labor expense is that incurred by the Engineer for supplies, transportation, equipment, travel, communications, subsistence and lodging away from home and similar incidentals in connection with this assignment.
SECTION VIII

OWNERSHIP OF DOCUMENTS

Engineer's drawings and specifications, notes, and other data remain his property as instruments of service. Owner will be furnished reproducible copies of the tracings in consideration of which it is mutually agreed that he will use them solely in connection with the work and shall not authorize their use on other work except by written consent of the Engineer. Reuse for extensions of the original project or for new projects entitles the Engineer to further compensation at a rate to be mutually agreed upon.

SECTION IX

LIABILITY LIMITATION

Engineer shall have no liability to Owner or to others for acts or omissions of the Contractor or any other persons performing work on this project; for construction means, methods, techniques, sequences, or procedures; for safety precautions and programs in connection with the work; for Contractor's failure to carry out the work in accordance with drawings and specifications; or for any other reason beyond warranty of the use of reasonable skills in execution of the assignment covered by this agreement.

This agreement is made for the benefit of the Owner and Engineer only, and is not intended to benefit any others. Accordingly no third party shall have any claim against either the Owner or Engineer by virtue of this agreement.

SECTION X

DELAYS AND ABANDONMENT

If this project is abandoned, or indefinitely delayed, or if this agreement is terminated, the Engineer shall be paid that percentage of this total charge corresponding to the percentage of services already rendered.

SECTION XI

TERMINATION

This agreement may be terminated by either party on seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. On termination, the Owner will owe the Engineer for all compensation earned under this agreement to the date of termination.
SECTION XII
SUCCESSORS AND ASSIGNMENTS

Owner and Engineer each binds himself and his successors, executors, administrators and assign to the other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other, and they further agree that this contract represents the entire agreement between them and cannot be changed, added to or modified in any way or manner except by an instrument in writing signed by the Owner and the Engineer.

EXECUTED IN four (4) counterparts (each of which is an original) on behalf of Engineer and on behalf of Owner.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY: Walter J. Ted
Title: President
Date: April 26, 1975

LOVE, FRIBERG & ASSOCIATES, INC.
CONSULTING ENGINEER

BY: Emil e. Feiberg
Title: President
Date: April 26, 1975
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with Harold James, Inc., for $118,955.00 for the renovation of mechanical systems in the University Center be approved and the Chairman of the Board be authorized to sign the contract as modified by Addendum #3. The source of funds--1962 Housing System Repair and Renovations Funds.
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this 26th day of April in the year of Nineteen Hundred and Seventy Five,

BETWEEN the Owner: Stephen F. Austin State University

and the Contractor: Harold James, Inc.

the Project: Renovation of Mechanical Systems for University Center
Stephen F. Austin State University


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 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the Renovation of Mechanical Systems for University Center, Stephen F. Austin State University, Nacogdoches, Texas Including plan sheets 1, 2 and 3, specifications, and Addendum 1, 2 and 3.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced April 28, 1975 and completed August 1, 1975. (Here insert any special provisions for liquidated damages relating to failure to complete on time.)
ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of ONE HUNDRED EIGHTEEN THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS ($118,955.00)

ARTICLE 5
PROGRESS PAYMENTS

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

On or about the fifteenth day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to one days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.
ARTICLE 6

FINAL PAYMENT

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

7.2 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:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

This Agreement executed the day and year first written above.

OWNER

[Signature]

CONTRACTOR

[Signature]

STEPHEN F. AUSTIN STATE UNIVERSITY

HAROLD JAMES, INC.

Read and Examined

Secretary,

Board of Regents, Stephen F. Austin State University

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

28-69
PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS: That we, Harold James, Inc. of Fort Worth, Tarrant County, Texas, hereinafter called Principal and Safeco Insurance Company of America of Fort Worth, State of Texas, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, in the penal sum of ONE HUNDRED EIGHTEEN THOUSAND, NINE HUNDRED FIFTY-FIVE DOLLARS ($118,955.00), in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with Stephen F. Austin State University, the Owner, dated the 26th day of April, A. D., 1975, a copy of which is attached hereto and made a part hereof for the construction of:

"Renovation of Mechanical Systems for University Center, Stephen F. Austin State University."

hereinafter 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 five counterparts, each one of which shall be deemed an original, this the 26th day of April, A. D. 1975.

ATTEST:

Harold James, Inc.
Principal

Bereneice James
(Principal) Secretary

BY

Harold James
President

SEAL

Witness as to Principal

3420 Ryan Ave., Ft. Worth, Tex.
(Address)
(Surety) Secretary

Witness as to Surety

Barbara Rokkas

Address

SANTO INSTITUTE CO. OF AMERICA
Surety

BY

Barbara Rokkas

Attorney-in-Fact

Fort Worth, Texas

PB-3

28-72
PAYMENT BOND

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS: That we, Harold James, Inc. a Texas Corporation of Fort Worth, Tarrant County, Texas, hereinafter called Principal and Safeco Insurance Company of America of Fort Worth, State of Texas, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University, hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of ONE HUNDRED EIGHTEEN THOUSAND, NINE HUNDRED FIFTY FIVE DOLLARS ($118,955.00) in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with Stephen F. Austin State University, the Owner, dated the 26th day of April, A.D. 1975, a copy of which is hereto attached and made a part hereof for the construction of:

"Renovation of Mechanical Systems for the University Center, 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 five counterparts, each one of which shall be deemed an original, this the 27th day of April, A. D., 1975.

ATTEST:

Berenice James
(Principal) Secretary

Harold James, Inc
Principal

BY
President

1223 Galveston, Fort Worth, Texas

SEAL

Witness as to Principal

3420 Ryan Ave., Ft. Worth, Tex.
Address
ATTEST:

(Surety) Secretary

[Signature]

Witness as to Surety

[Signature]

Port North, Texas

Address

SAVICO INSURANCE COMPANY OF AMERICA

Surety

BY [Signature]

Attorney-in-Fact

Barbara Rolka

PAB-3

28-75
POWER OF ATTORNEY

No. 4009

KNOW ALL MEN BY THESE PRESENTS:

That Safeco Insurance Company of America and General Insurance Company of America, each a Washington corporation, does each hereby appoint

BARBARA ROKKAS, Fort Worth, Texas

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, Safeco Insurance Company of America and General Insurance Company of America have each executed and attested these presents

this 22nd June 72

W.O. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

CERTIFICATE

Extract from Article VI, Section 12, of the By-Laws of SAFECO Insurance Company of America and of General Insurance Company of America:

"Article VI, Section 12, FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO Insurance Company of America and of General Insurance Company of America adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article VI, Section 12 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Wm. Hammersla, Vice President and Secretary of SAFECO Insurance Company of America and of General Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power-of-Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power-of-Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 27th day of April 1975

W. O. HAMMERSLA, SECRETARY
74-153
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that Change Order No. 1 to add $39,036.00 to the contract with Thomas & Thompson Construction Company, Inc., for stadium parking lot storm repairs, be referred to the Building Committee for possible revision before approval, and that the Chairman of the Board be authorized to sign the Change Order when approved by that Committee.

74-154
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that Change Order No. 2 to add $30,633.00 to the contract with Thomas & Thompson Construction Company, Inc., for certain stadium parking lot improvements, be referred to the Building Committee for possible revision before approval, and that the Chairman of the Board be authorized to sign the Change Order when approved by that Committee.

74-155
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that Change Order No. 3 to add $10,879 to the Thomas and Thompson Construction Company, Inc., contract, for certain storm water systems improvements in the area of the southwest corner of the University Center be approved and the Chairman of the Board be authorized to sign the Change Order. The source of funds--Pledged Properties Surplus.

74-156
Upon motion of Regent Bryce, seconded by Regent Gray, with all members voting aye, it was ordered that Change Order No. 3 to deduct $5,619 from the Allen M. Campbell Company contract for the construction of the Coliseum building be approved and the Chairman of the Board be authorized to sign the Change Order.

74-157
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that Change Order No. 4 to add a sum to be approved by the Building Committee to the Allen M. Campbell Company contract for the construction of the Coliseum parking lot storm repairs, and the Chairman of the Board be authorized to sign the Change Order when approved by the Committee.

74-158
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that any one of the following named and titled persons be authorized to sign for the purchase of tax-free alcohol to be used by the Chemistry Department of the University:

C. G. Haas  Vice President for Fiscal Affairs
Otto J. Ehrlich  Comptroller
Travis Whitaker  Business Manager
Upon motion of Regent Justice, seconded by Regent Wright, with all members voting aye, it was ordered that the following list of pay telephone station locations be approved:

- 564-0095 SFA Fine Arts Building - Lobby
- 569-9167 SFA Student Center - 2nd Floor
- 569-9055 SFA Student Center - Main Floor
- 569-9134 SFA Student Center - Main Floor
- 569-9166 SFA Student Center - Basement
- 569-9126 SFA Student Center - TV Room
- 564-0901 SFA Music Building - 1st Floor
- 564-0910 SFA Gibbs Hall - Lobby
- 564-0058 SFA Gibbs Hall - 3rd Floor
- 569-9000 SFA Gibbs Hall - 2nd Floor
- 564-0956 SFA Gibbs Hall - 1st Floor
- 564-0905 SFA Library - 1st Floor near Elevator
- 564-0046 SFA Coliseum
- 564-0969 SFA Unit 3
- 569-9023 SFA Forestry Building
- 564-0027 SFA Coliseum - East College University Drive
- 569-9177 SFA Wisely Hall
- 569-9158 SFA Wisely Hall - 2nd Floor
- 569-9178 SFA Wisely Hall - 1st Floor
- 564-0968 SFA Unit 2

Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to Robert Martin and Sons (concrete contractors) to construct certain sidewalks for a total value of $7,631 paralleling the curbs of East College Street from Wilson Drive to the west end of the Lanana Creek bridge. The source of funds is Pledged Properties Surplus.

Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to Honeywell, Incorporated, for $8,762.00 to completely overhaul the pneumatic control systems of the North and South Dormitories. The source of funds--1962 Housing System Repair and Renovation Funds.

Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that the following 1974-75 budget adjustments be approved:

- Account 1055/0501 Teaching Salaries $ 60,000.00
- Account 1055/9001 Operation and Maintenance from Educational and General Surplus $ 80,000.00

Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with the Tyner Company for $10,967.00 to balance the mechanical systems of the University Center building be approved and the Chairman of the Board be authorized to sign the contract.
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made and entered into this 26th day of April, A.D. 1975, by and between the Board of Regents, Stephen F. Austin State University of the City of Nacogdoches, County of Nacogdoches, and State of Texas, acting herein through its President, Party of the First Part, termed in the Contract Documents as the OWNER, and The Tyner Company of the City of Houston, County of Harris, and the State of Texas, Party of the Second Part, termed in the Contract Documents as the CONTRACTOR.

WITNESSETH: (1) That for in consideration of payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the balancing, testing and adjusting of the air conditioning system in The University Center described in the "Description of the Work" and all work in connection therewith, and at his own proper cost and expense to furnish all the material, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work in accordance with the prices stated in the Proposal, and in compliance with the Description of the Work hereto attached, all of which are made a part hereof and constitute the Contract.

(2) Contractor agrees to complete said work ready for use by August 23, 1975.

In defaulting thereof, the Contractor shall be liable for liquidated damages of $25.00 per day.

(3) The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the Proposal submitted therefore, the sum of TEN THOUSAND, NINE HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS ($10,967.00), subject to additions and deductions, and to make payments on account thereof as provided. Systems to be available for testing by July 15, 1975.
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
Walter C. Todd
President

The Tyner Company
Contractor

9903 Eastex Freeway
Houston, Texas 77016
Address

SEAL

T. W. Tyner

READ AND EXAMINED

Board of Regents, Stephen F. Austin State University

28-80
DESCRIPTION OF THE WORK

BALANCING, TESTING AND ADJUSTING AIR CONDITIONING SYSTEM
UNIVERSITY CENTER, STEPHEN F. AUSTIN STATE UNIVERSITY

Scope of Work: The Owner plans to renovate the air conditioning system in University Center during the summer of 1972. The renovation work is to be complete by August 1, 1975. The building will have normal summer use with necessary co-ordination for the renovation work.

The Owner is contracting to rework the air conditioning system. The contract documents are attached.

The Testing and Balancing Contractor will have access as required, subject to co-ordination, of the building from August 1, 1975 through August 23, 1975. Work may begin prior to August 1, 1975 if desired and he is encouraged to do so.

Services of the Testing and Balancing Contractor:

1. Through investigation and inspection of each air handling unit to verify proper and/or required operation of all components within the air handling units. Design conditions for large air handling units is attached.

2. Adjust, balance and test each air conditioning unit to supply the required quantity of air through the actual resistance of filters, coils, duct systems and air distribution units. Also, set all main, branch and mixing dampers to provide systemic balance. Owner will provide clean filters.

3. Adjust, set all air balance valves, grids, dampers, diffusers, grilles and registers of these systems to deliver the volume of air to obtain optimum air distribution in the occupied spaces.

4. Water flow will be tested and adjusted at each water coil in the various air handling units to insure that each coil is receiving the volume of water required and of the proper temperature to perform its duty.

5. The operation of the temperature control system shall be surveyed. If the temperature control system requires repair, calibration, etc., such data will be submitted in the report to the Owner and Engineer along with the record of temperatures measured.

6. Submit three copies of the report of findings and recommendations to obtain optimum conditions of operation. Report to include data on fans, dampers, air distribution devices and water flow through coils. Air quantities at each register, water pressure readings at coils, temperatures at coils, and static pressures at units shall be included. Amperage and voltage readings at each motor shall be included.
Upon motion of Regent Wright, seconded by Regent Gray, with all members voting aye, it was ordered that C. G. Haas, Vice President for Fiscal Affairs, be directed to attend the 1975 Institute of Educational Management, Harvard University Graduate School of Business Administration, June 15 - July 26, 1975; to be held at Cambridge, Massachusetts; and that he be reimbursed from available local funds of the University, the round trip air transportation cost; and that the University be authorized to pay the registration fee ($2,000.00) in his behalf to Harvard University prior to June 1, 1975.

Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that upon recommendation of the Building Committee, the Science Auditorium building be named the Joseph W. Kennedy Auditorium in honor of the late Joseph W. Kennedy, in recognition of his outstanding contributions to Stephen F. Austin State University and for his extraordinary scientific achievements in the field of Chemistry.

Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the Amendment to the Board's Rules and Regulations concerning the policies for naming buildings and other facilities be approved as follows:

AMENDMENT TO RULES AND REGULATIONS
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

Adopted January 23, 1971, in Regular Meeting held in Houston, Texas, Minute Item No. 71-17
and Amended in Regular Meeting April 26, 1975

Naming of Buildings and Other Facilities

Buildings and other facilities (including laboratories and clinics) of Stephen F. Austin State University may be named by the Board of Regents for persons who have made outstanding contributions to the University or its prestige and who are not actively associated with the institution.

Proposed names may be submitted from any source to the Council of Deans for their recommendation to the President who, if he concurs, shall submit such names, together with background reasons, to the Board of Regents for consideration; provided, however, that the Board of Regents may act without receiving a nomination from the Council of Deans, when circumstances justify such action, and particularly when a substantial donation has been made toward the construction of the building or facility to be named. A name will not be moved from one building to another and when a building is razed, the name will no longer be used.

A plaque shall be placed on each new building. The plaque shall show the names of the Board of Regents in alphabetical order, and the names of those occupying the following positions on the date of the contract award: The Chairman of the Board of Regents, the President of the University, the Vice President for Fiscal Affairs, the architect and the contractor, together with the year the contract is awarded.
Upon motion of Regent Justice, seconded by Regent Cullum, with all members 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 and Credit</th>
<th>Hours Credit</th>
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</thead>
<tbody>
<tr>
<td>Agriculture 422</td>
<td>Land Economics</td>
<td>3</td>
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<tr>
<td>Mathematics 338</td>
<td>Creative Problem Solving</td>
<td>3</td>
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<tr>
<td>Music 480</td>
<td>Workshop in Elementary Music</td>
<td>1-6</td>
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<tr>
<td>Secondary Education 388</td>
<td>Seminar in Multicultural Education</td>
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**COURSES TO BE REVISED:** (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>Geology 241</td>
<td>Mineralogy (3)</td>
<td>241</td>
<td>Mineralogy (4)</td>
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<tr>
<td>Geology 354</td>
<td>Elementary Field Geology (2)</td>
<td>301</td>
<td>Elementary Geologic Field Methods (1)</td>
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<tr>
<td>Geology 361</td>
<td>Invertebrate Paleontology (3)</td>
<td>361</td>
<td>Invertebrate Paleontology (4)</td>
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<td>Geology 407</td>
<td>Sedimentation (3)</td>
<td>407</td>
<td>Sedimentology (3)</td>
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<td>Geology 439</td>
<td>Petroleum Geology (3)</td>
<td>439</td>
<td>Petroleum Geology (3)</td>
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<td>Geology 443</td>
<td>Optical Mineralogy and Petrography (3)</td>
<td>443</td>
<td>Optical Mineralogy (3)</td>
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<tr>
<td>Geology 450</td>
<td>Environmental Geology (3)</td>
<td>350</td>
<td>Environmental Geology (3)</td>
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<tr>
<td>Music 237</td>
<td>Jazz Vocal Workshop (1)</td>
<td>237</td>
<td>Pop Vocal Ensemble (1)</td>
</tr>
<tr>
<td>School Services 329</td>
<td>Psychology of Exceptional Children (3)</td>
<td>329</td>
<td>Survey of Exceptionalities (3)</td>
</tr>
<tr>
<td>School Services 430</td>
<td>The Mentally Retarded Child (3)</td>
<td>430</td>
<td>The Intellectually Exceptional (3)</td>
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<tr>
<td>School Services 434</td>
<td>Methods and Techniques of Instructing the Mentally Retarded Child (3)</td>
<td>434</td>
<td>Strategies for Teaching Exceptional Children (3)</td>
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**COURSES TO BE DELETED:** (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
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<tbody>
<tr>
<td>Chemistry 453</td>
<td>Biochemistry Laboratory (1)</td>
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<tr>
<td>Communication 492</td>
<td>Theories of Rhetoric (3)</td>
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COURSES TO BE DELETED (Continued)

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<th>Department and Number</th>
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<tr>
<td>English 357</td>
<td>Fiction (3)</td>
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<tr>
<td>Forestry 453</td>
<td>Environment and Natural Resources I (3)</td>
</tr>
<tr>
<td>Mathematics 461</td>
<td>Numerical Analysis (4)</td>
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<tr>
<td>Sociology 304</td>
<td>Political Problems and Procedure (3)</td>
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<td>Sociology 410</td>
<td>Seminar in Criminal Justice (3)</td>
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<tr>
<td>Sociology 430</td>
<td>Problems in Administrative Justice (3)</td>
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<td>Sociology 431</td>
<td>Problems in Criminal Law Reform (3)</td>
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COURSES TO BE REVISED: (Graduate Council)

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<tbody>
<tr>
<td>Geology 512</td>
<td>Igneous and Metamorphic Petrography</td>
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<td>Sedimentology (3)</td>
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<tr>
<td>Geology 518</td>
<td>Advanced Structural Geology</td>
<td>3</td>
<td>Optical Mineralogy (3)</td>
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<td>Geology 527</td>
<td>Micropaleontology</td>
<td>3</td>
<td>X-Ray Crystallography (3)</td>
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<td>Geology 566</td>
<td>Advanced Topics in Geology</td>
<td>3</td>
<td>Paleobiology (3)</td>
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<tr>
<td>School Services 512</td>
<td>Community Resources</td>
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<td>School Services 532</td>
<td>School Social Work Methods</td>
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<tr>
<td>School Services 533</td>
<td>Working with Families</td>
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<tbody>
<tr>
<td>General Business 503</td>
<td>Business and the Law (3)</td>
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<tr>
<td>Geology 450G</td>
<td>Environmental Geology (3)</td>
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<tr>
<td>Forestry 536</td>
<td>Soil Chemistry (3)</td>
</tr>
<tr>
<td>Management 577</td>
<td>Advanced Organization (3)</td>
</tr>
<tr>
<td>Political Science 453</td>
<td>Governments of Africa (3)</td>
</tr>
<tr>
<td>Political Science 455</td>
<td>Governments of the Middle East (3)</td>
</tr>
</tbody>
</table>
The meeting adjourned at 11:45 a.m.