MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 30

October 25, 1975

Austin, Texas
INDEX

Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
held in Austin, Texas
VOLUME NO. 30
October 25, 1975

74-194 Approval of Minutes
74-195 Election of Dr. R. W. Steen as President Emeritus
74-196 Faculty & Staff Appointments
74-197 Resignations
74-198 Changes in Status
74-199 Retirement
74-200 Promotions
74-201 Contract for Demolition of Ferguson Hall, Birdwell Annex, Residence-627 E. Starr (A. P. Boegner)

74-202 Architectural Contract for Removal of Old Buildings (Kent-Marsellos-Scott)
74-203 Contract to Supply & Erect a Flagpole (R. G. Muckleroy, Jr.)
74-204 Architectural Contract to Design & Supervise Erection of Flagpole (Kent-Marsellos-Scott)
74-205 Approval of Final 1974-75 Budget Positions
74-206 Approval of Transfer of Funds
74-207 Approval of Settlement Agreement (Observatory)
74-208 Approval of Change Orders
74-209 Authorization of Establish Foundation
74-210 Contract to Renovate Fine Arts Building's Stage Lighting Controls (Cobb's Southwest Electric)
74-211 Engineering Services Agreement to Design & Supervise Fine Arts Building's State Lighting Controls (Love, Friberg & Associates)
74-212 Authorization to Execute Contract for Construction of Security Office Building
74-213 Architectural Agreement for Construction of Security Office Building (Kent-Marsellos-Scott)
74-214 Approval of Fiscal Regulations
74-215 Approval to Create the Lacy H. Hunt Forestry Position
74-216 Creation of Presidential Search Committee
74-217 Directives to Presidential Search Committee
74-218 Appropriation of Funds for the Presidential Search Committee's Activities
74-219 Approval of Curriculum Changes

Page
30-2
30-2
30-2
30-5
30-6
30-6
30-25
30-48
30-67
30-90
30-90
30-90
30-94
30-94
30-94
30-94
30-107
30-114
30-114
30-137
30-137
30-137
30-138
30-138
30-138
30-139
The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 10:00 a.m. October 25, 1975.

PRESENT:

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

ABSENT:  Ernest Powers of Carthage
         Glenn Justice of Dallas

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

PRESENT:

Guest:    Mary Chidichimo  RHA President
          Dan Lawson           RHA Vice President
          Lynn Gunn            RHA Secretary
          Renée Instine        Organizations Editor - Stone Fort
          Betty Luman           Editor - Pine Log
          Kirk Bonner          RHA Social Chair
Upon motion of Regent Gray, seconded by Regent Cullum, with all members voting aye, it was ordered that the minutes of the meeting of July 26, 1975, be approved.

Upon motion of Regent Wright, seconded by all other Regents present, it was ordered that Dr. R. W. Steen be elected President Emeritus upon completion of his term in office as President.

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 Accounting

   Ms. Sharron M. Graves, 33, M.B.Ed. (Stephen F. Austin State University), Instructor (50% time) of Accounting at a salary rate of $2,000 for the Fall Semester, 1975, only.

2. Department of Agriculture

   Mr. Homer G. McCall, 31, M.S. (Texas A&M University), Instructor of Agriculture at a salary rate of $12,500 for nine months, effective Fall Semester, 1975.

3. Department of Art

   Mr. Robert Edwin Cox, 35, M.F.A. (Stephen F. Austin State University), Teaching Intern in Art at a salary rate of $9,000 for nine months, effective Fall Semester, 1975.

4. Department of Communication

   Ms. Beverly E. Brock, 25, M.A. (Stephen F. Austin State University), Graduate Intern in Communication at a salary rate of $9,000 for nine months, effective Fall Semester, 1975.

5. Department of Elementary Education

   Ms. Diana Maria Garcia, 26, M.Ed. (University of Houston), Instructor in Elementary Education at a salary rate of $11,000 for nine months, effective Fall Semester, 1975.

   Ms. Mary Ella Lowe, 41, M.Ed. (University of Houston), Assistant Professor (50% time) in Elementary Education at a salary rate of $6,000 for nine months, effective Fall Semester, 1975.

   Ms. Elvia Ana Rodriguez, 29, M.Ed. (East Texas State University), Assistant Professor in Elementary Education at a salary rate of $13,500 for nine months, effective Fall Semester, 1975.
6. Department of English

Ms. Annette S. Dawson, 36, M.S. (Stephen F. Austin State University), Instructor (50% time) in English at a salary rate of $2,375 for the Fall Semester, 1975, only.

Ms. Melissa Freeman, 29, M.A. (Stephen F. Austin State University), Instructor (50% time) in English at a salary rate of $2,375 for the Fall Semester, 1975, only.

Ms. Constance H. Hall, 42, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $2,250 (50% time) for the Spring Semester, 1976, only.

Ms. Susan Rebecca Hannah, 32, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $2,250 (50% time) for the Spring Semester, 1976, only.

Ms. Mary Jill Moore, 23, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $4,500 for the Spring Semester, 1976, only.

Mr. Samuel Shelton Sutherland, III, 24, M.A. (University of Texas-Austin), Graduate Intern in English at a salary rate of $4,500 for the Spring Semester, 1976, only.

7. School of Forestry

Dr. Mingteh Chang, 36, Ph.D. (West Virginia University), Assistant Professor of Forestry at a salary rate of $13,500 for nine months, effective Fall Semester, 1975.

8. Department of General Business

Mr. Joel Worley, 38, M.B.A. (Stephen F. Austin State University), Graduate Intern in General Business at a salary rate of $9,000 for nine months, effective Fall Semester, 1975.

9. Department of Home Economics

Ms. Helen Frances Nuessle, 51, M.A. (University of Missouri), Instructor in Home Economics at a salary rate of $12,500 for nine months, effective Fall Semester, 1975.

10. Department of Physics

Dr. Harry Dennis Downing, 29, Ph.D. (Florida State University), Assistant Professor of Physics at a salary rate of $13,000 for nine months, effective Fall Semester, 1975.
11. Department of School Services

Dr. Paul F. McGhiey, 37, Ed.D. (George Peabody College), Assistant Professor in School Services at a salary rate of $16,667 for ten months, effective Fall Semester, 1975.

Ms. Joy Lin Mahaffey, 26, M.S. (North Texas State University), Instructor in School Services at a salary rate of $11,500 for nine months, effective Fall Semester, 1975.

12. Department of Secondary Education

Mr. Jose Angel Rodriguez, 34, M.Ed. (East Texas State University), Assistant Professor in Secondary Education at a salary rate of $15,000 for nine months, effective Fall Semester, 1975.

13. Department of Sociology

Ms. Michele Lana Johnson, 23, M.A. (Washington State University), Instructor of Sociology at a salary rate of $10,500 for nine months, effective Fall Semester, 1975.

14. University Library

Ms. Lucille Elaine Hackard, 31, M.L.S. (University of Texas-Austin), Librarian I at a salary rate of $9,000 for nine months, effective Fall Semester, 1975.

Ms. Elizabeth Rose Mikkola, 23, M.L.S. (Western Michigan University), Assistant Reader Services Librarian at a salary rate of $9,000 for nine months, effective Fall Semester, 1975.

15. Student Affairs Division

Ms. Bonnie Marie Smith, 26, M.S. (University of Southern Illinois), Guidance Counselor at a salary rate of $11,000 for twelve months, effective September 1, 1975.

Mr. Tommy Joe Willis, 25, Patrolman, University Police Department, at a salary rate of $8,000 for twelve months, effective September 1, 1975.

16. Physical Plant

Mr. Edmund Myles Cutting, 40, Controls Systems Specialist, at a salary rate of $14,000 for twelve months, effective November 1, 1975.

Mr. Ted M. Eddings, 64, Planner-Estimator, at a salary rate of $9,600 for twelve months, effective November 1, 1975.
Mr. Bobby Lee LaBorde, 48, Custodial Services Supervisor II, at a salary rate of $10,000 for twelve months, effective September 1, 1975.

74-197
Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Computer Science
   Dr. Thomas J. Sager, Assistant Professor of Computer Science, effective December 31, 1975. Dr. Sager has resigned for personal reasons.

2. School of Forestry
   Mr. Michael S. Fountain, Instructor of Forestry, effective December 31, 1975. Mr. Fountain will attend West Virginia University to complete the Ph.D. degree.

3. Department of General Business
   Dr. Conway Rucks, Associate Professor of General Business, effective August 16, 1975. Dr. Rucks has accepted other employment.

74-198
Upon motion of Regent Perkins, seconded by Regent Cullum, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Agriculture
   Mr. Jerry Leon Young, Assistant Professor of Agriculture and Director of Soils Laboratory, from $16,000 for twelve months to $15,000 for twelve months. Mr. Young was unable to meet all requirements for the Ph.D. by September 1, 1975 and, therefore, did not qualify for the higher salary rate at that time.

2. School of Forestry
   Mr. Robert Montague Whiting, Instructor of Forestry, from 100% time at $13,250 to 75% time at $9,938 for nine months, effective January 12, 1976, for the Spring Semester only. Mr. Whiting wishes to devote more time to completion of the Ph.D. degree.

3. Department of History
   Dr. Robert S. Maxwell, Professor of History and Head of the Department, from 100% time at $11,906.25 to 75% time at $8,929.68, effective September 1, 1975 through December 31, 1975. Dr. Maxwell will participate in a project funded by NEH to write a Bicentennial History of the American Forests and Forestry.
4. University Computer Center

Mr. Billy J. Click, Manager of Administrative Data Processing at a salary rate of $18,000 to Acting Director of the University Computer Center at a salary rate of $21,000 for twelve months, effective July 24, 1975.

74-199
Upon motion of Regent Perkins, seconded by Regent Bryce, with all members voting aye, it was ordered that the following retirement be accepted:

1. Department of English

Dr. Fred E. Ekeholt, Professor of English, effective July 15, 1976.

74-200
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following promotion be approved:

1. Department of School Services

Ms. Ida Anderson, from Instructor to Assistant Professor of School Services, effective Spring Semester, 1976. Ms. Anderson has completed all work toward the Ph.D. degree, and has been recommended by her department head and dean.

74-201
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with A. P. Boegner, Bryan, Texas, to remove Ferguson Hall, the Birdwell Annex, and the residence at 627 East Starr for $26,400.00 as authorized in the July 26, 1975, meeting to be executed in the interim, be ratified and entered into the minutes of this meeting for the record.
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Twenty Second day of September Nineteen Hundred Seventy Five by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and A. P. BOEGNER DEMOLISHING COMPANY, 2200 S. COLLEGE STREET, BRYAN, TEXAS hereinafter called "Contractor".

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "DEMOLITION OF FERGUSON HALL, BIRDWELL ANNEX, RESIDENCE - 627 E. STARR, STEPHEN F. AUSTIN STATE UNIVERSITY" prepared by Kent-Marsellos-Scott, Architects-Engineers, Lufkin, Texas acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of the Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this Agreement,
form the Contract, and they are as fully a part of the Contract as
if hereto attached or herein repeated. The following is an enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled "DEMOLITION OF FERGUSON HALL,
BIRDWELL ANNEX, RESIDENCE - 627 E. STARR, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS"
sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions"; and the following:

Addendum No. 1, dated September 3, 1975, Page 1
Addendum No. 2, dated September 10, 1975, Pages 1-4 incl.

1. This Contract is to cover the General Contract Work complete.

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

3. The work on Birdwell Annex and Residence at 627 E. Starr, to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 50 consecutive calendar days thereafter. The work on Ferguson Hall shall be completed in 90 consecutive calendar days after the date of the "Notice to Proceed" on that work. The Contractor further agrees to pay as liquidated damages the sum of $25.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.28 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, TWENTY - SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($26,400.00) out of Plant Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

<table>
<thead>
<tr>
<th>Base Bid</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,400.00</td>
</tr>
</tbody>
</table>
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract
has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

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

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.
Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

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

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

a) **Compensation and Employer's Liability Insurance:**
   As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) **Comprehensive General Liability Insurance and Automobile Liability insurance:** In an amount not less than $500,000.00 for injuries, including personal injury or accidental death.
to any one person, and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

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

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

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

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

e) **Completed Operations:** Continue coverage in force for one year after completion of work.
f) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance**: Delete the first sentence of Paragraph 11.3 of General Conditions. The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor shall take out Builder's Risk Insurance on 100% of the insurable portion of the project for the benefit of the Owner, the Contractor and all Subcontractors as their interests may appear.

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

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Total</td>
</tr>
<tr>
<td>$ 26,400.00</td>
<td>$ 26,400.00</td>
</tr>
</tbody>
</table>

30-14
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ____________________________

By ____________________________

A. P. BOEGNER DEMOLISHING COMPANY
2200 S. COLLEGE STREET
BRYAN, TEXAS

Address

SEAL

READ AND EXAMINED:

By ____________________________

Secretary

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

A. P. BOEGNER

of (2) 2200 S. College Ave., Bryan, Texas hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY of BALTIMORE State of MARYLAND hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of TWENTY-SIX THOUSAND FOUR HUNDRED & NO/100 DOLLARS ($26,400.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 22nd day of September, A. D., 1975, a copy of which is attached hereto and made a part hereof for the demolition of:
Ferguson Hall, Birdwell Annex, & Residence, 627 E. Starr
Stephen F. Austin State University, Nacogdoches, Texas
(Herein called the "Work").

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

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the

Twenty Second day of September A.D., 1975.

ATTEST:

A.P. BOEGER
Principal

(Principal) Secretary

2200 S. College Ave., Bryan, Texas 77801

Witness as to Principal

Box 3889, Bryan, Texas 77801
(Address)

ATTEST:

FIDELITY AND DEPOSIT COMPANY
Surety

(Surety) Secretary

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

1. A. P. BOEYER

2. Individual

of 2200 S. College, Bryan, Texas hereinafter called Principal and

3. FIDELITY AND DEPOSIT COMPANY of BALTIMORE

State of MARYLAND hereinafter called the Surety,

are held and firmly bound unto 4. BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of TWENTY SIX THOUSAND FOUR HUNDRED & 00/100 dollars ($26,400.00)

in lawful money of the United States, to be paid in 5.

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs,

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

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

the Owner,
dated the 22nd day of September, A.D., 1975,
a copy of which is hereto attached and made a part hereof for the
demolition of: Ferguson Hall, Birdwell Annex & Residence,

527 E. Starr, Stephen F. Austin State University, Nacogdoches, Texas

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

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

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the

Twenty Second day of September A.D. 1975.

ATTEST:

[Signature]
Principal

[Signature]
(Secretary)

SEAL

[Seal]

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

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Know All Men By These Presents: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. B. FELCOTT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized to do so by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents. Resident Assistant Secretaries and Attorneys-In-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any deeds, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint M. L. Cashion and Avis Zweifel, both of Bryan, Texas and Dick B. Haddox, John L. Van Gudahl, Jack Spence and Linda Roller, all of Houston, Texas, EACH

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revoked those issued on behalf of M. L. Cashion, et al., dated December 15, 1971 and on behalf of T. W. Lopp, et al., dated July 1, 1974.

The said Assistant Secretary does hereby certify that the aforesaid is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 1974.

ATTEST:

(Signed)

C. B. FELCOTT, JR.

(Seal)

Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By:

JOHN C. GARDNER

Vice-President

On this 22nd day of July, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposited and said, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(Signed)

(Seal)

MELINDA F. HAUS

Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of September, 1975.
CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certificate is issued as a matter of information only and
holders no rights upon the holder. By its issuance the com-
cy does not alter, change, modify or extend any of the

AIA DOCUMENT G705 • CERTIFICATE OF INSURANCE • FEBRUARY 1973 EDITION • AIA • ©1973
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE
CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME & ADDRESS OF INSURED: A. P. Hooper Demolishing Company

2200 S. College, Bryan, Texas

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION): Demolition of Ferguson Hall, Birdwell Annex, Residence - 627 E. Starr, Stephen F. Austin State University, Nacogdoches, Texas

Addressee:

[Blank]

Board of Regents
Stephen F. Austin State Univ.
Nacogdoches, Texas

September 26, 1975

Date

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>Inception/Expiration Date</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Workmen's Comp.</td>
<td>18C16967</td>
<td>12-9-74/75</td>
<td>$100,000.00 statutory Workmen's Compensation</td>
</tr>
<tr>
<td>(b) Employers' Liability</td>
<td>18C16967</td>
<td>12-9-74/75</td>
<td>$100,000.00 One Accident and Aggregate Disease</td>
</tr>
<tr>
<td>2. Comprehensive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Comprehensive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. (Other)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

UNDER GENERAL LIABILITY POLICY OR POLICIES

1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards? Yes No
2. Is Occurrence Basis Coverage provided under Property Damage Liability? Yes No
3. Is Broad Form Property Damage Coverage provided for this Project? Yes No
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the insured? Yes No
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by insured? Yes No

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage above apply to non-owned and hired automobiles? Yes No
2. Is Occurrence Basis Coverage provided under Property Damage Liability? Yes No

CANCELLATION OR NON-RENEWAL

In the event of cancellation or non-renewal of any of the foregoing, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

EXTENT OF CERTIFICATION

This certificate is issued as a matter of information only and without rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

AIA DOCUMENT G705 • CERTIFICATE OF INSURANCE • FEBRUARY 1973 EDITION • AIA® • ©1973

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

ONE PAGE

THE ACTUAL CASUALTY & SURETY CO.

NAME OF INSURANCE COMPANY
Hartford, Connecticut

ADDRESS

INSURANCE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

30-24
74-202
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the contract for architectural services for the demolition project for the removal of old buildings with Kent-Marsellos-Scott 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 Second day of September 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, DEMOLITION OF FERGUSON HALL, BIRDWELL ANNEX, RESIDENCE - 627 E. STARR hereinafter called the Project.

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

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

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

a) For the Architect's Basic Services, as described in Paragraph 1.1; Seven and One Half Per Cent (7.5%) of the project construction cost; hereinafter referred to as the Basic Rate; and such
other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from Plant Funds.

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.

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

DESIGN DEVELOPMENT PHASE

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

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

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, 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 the 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.
1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

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 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 [Signature]
President of the Board

ATTEST:

[Signature]
Secretary

KENT, MARSELOS AND SCOTT
ARCHITECTS-ENGINEERS

By [Signature]
74-203
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the contract issued September 12, 1975, with R. G. Muckleroy, Jr., Contractor, Nacogdoches, Texas, to supply and erect a flagpole for $5,434.00 as authorized in the July 26, 1975, meeting, to be executed in the interim, be ratified and entered into the minutes of this meeting for the record.
CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

THIS AGREEMENT, made this the Twelfth day of September, Nineteen Hundred and Seventy-five by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and R. G. MUCKLEROY JR., CONTRACTOR, NACOGDOCHES, TEXAS hereinafter called "Contractor".

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled FLAGPOLE, STEPHEN F. AUSTIN STATE UNIVERSITY prepared by Kent-Martellos-Scott, Architects-Engineers, Lufkin, Texas acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of the Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions", the Drawings and the Specifications, together with this Agreement,
form the Contract, and they are as fully a part of the Contract as
if hereto attached or herein repeated. The following is an enum-
eration of the Specifications and Drawings:

Drawings and Specifications entitled FLAGPOLE, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS,
sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions"; and the following:

Addendum No. 1 - Page 1, dated September 2, 1975

1. This Contract is to cover the General Contract Work, and

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

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 60 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $25.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.28 of "Supplementary Conditions" and in Proposal.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, the sum of FIVE THOUSAND FOUR HUNDRED THIRTY-FOUR AND NO/100 DOLLARS ($5,434.00) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Property Surplus Funds and other funds available to the Owner for expenditure for the use of Stephen F. Austin State University.

The basis of the above contract price is as follows:

| Base Bid | - | $5,434.00 |

30-51
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the fifteenth of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract
has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable.

Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills and other indebtedness connected with the work have been paid.

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

1. That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.
Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

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

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

a) Compensation and Employer's Liability Insurance:
   As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Comprehensive General Liability Insurance and Automobile Liability Insurance: In an amount not less than $300,000.00 for injuries, including personal injury or accidental death
to any one person, and in an amount not less than
$500,000.00 on account of one occurrence; Property Damage
Insurance in an amount not less than $300,000.00.

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

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

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

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

e) **Completed Operations:** Continue coverage in force for
one year after completion of work.
f) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance**: Delete Paragraph 11.3 of General Conditions.

The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor may protect himself with Builder's Risk Insurance at his option.

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$275.30</td>
</tr>
<tr>
<td>Materials</td>
<td>268.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,434.00</strong></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By [Signature]

R. G. MUCKLEROY, JR., CONTRACTOR
P. O. Drawer 1401
Nacogdoches, Texas 75961

Address

SEAL

By [Signature]

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

Secretary

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

of (2) K. C. LOCKERY, J.

hereinafter called the Principal and (3) ELDON D. LOCKERY, of

State of Maryland

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of

Five Thousand, Four Hundred and 00/100 DOLLARS ($5,400.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 10th day of September, 1975, a copy of which is attached hereto and made a part hereof for the construction of:
(Herein called the "Work").

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

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the

Twelfth day of September A.D., 19

ATTEST:

A. G. Backleroy, Jr., Contractor

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

Fidelity and Deposit Co. of Maryland

(Surety) Secretary

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Lewis T. Rice of Nacogdoches, Texas, its true and lawful nominee and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the aforesaid is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of January, A.D. 1973.

ATTEST:

(Signed) C. M. PECOT, JR.

(SEAL) Assistant Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

STATE OF MARYLAND CITY OF BALTIMORE

On this 12th day of January, A.D. 1973, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(Signed) GLORIA J. COLEMAN

(SEAL) Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents especially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 12th day of January, 1973.

(Seal) Assistant Secretary

L1419—O4

30-61
PAYMENT BOND

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

THE STATE OF _______ TEXAS ________

COUNTY OF _______ NACOGDOCHES ________

KNOW ALL MEN BY THESE PRESENTS: That we

(1) ___________ Texas ___________ hereinafter called Principal and

(2) Individual

(3) Fidelity & Deposit Company of ___________

State of ___________ hereinafter called the Surety,

are held and firmly bound unto (4) CARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of ____________ FIVE THOUSAND FOUR HUNDRED THIRTY-FOUR AND 00/100 DOLLARS ($ 5,384.00)

in lawful money of the United States, to be paid in (5) ______

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY ________, the Owner,
dated the 12th day of September, A. D., 19__,
a copy of which is hereto attached and made a part hereof for the
construction of: Flag Pole

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

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

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the

Twelfth day of September A.D., 1975.

ATTEST:

[Signature]
K. C. Huckel, Jr., Contractor

Principal

[Signature]
BY K. C. Huckel, Jr. (Principal) Secretary

SEAL

[Seal]

Witness as to Principal

[Address]

State:

ATTEST:

[Signature]
Fidelity & Deposit Company of Maryland

Surety

[Signature]
BY Lewis T. Huckel (Surety) Secretary

Attorney-In-Fact

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Lewis T. Riecks of Nacogdoches, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLIARS ($100,000). EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of January, 1973.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Signed) C. M. PECOT, JR. By JOHN C. GARDNER

(Seal) Assistant Secretary Vice-President

STATE OF MARYLAND CITY OF BALTIMORE } ss:

On the 12th day of January A.D. 1973 before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(Signed) GLORIA J. COLEMAN

(Seal) Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this __________________________ day of __________________________, 1980.
CERTIFICATE OF INSURANCE

This certifies to the Addressee shown below that the following described policies, subject to their terms, conditions and exclusions, have been issued to:

NAME & ADDRESS OF INSURED: L. G. MUCKLENOY, JR., CONTRACTOR

Nacogdoches, Texas 75961

COVERING (SHOW PROJECT NAME AND/ OR NUMBER AND LOCATION): 3606-Project Number

Address: Kent, Marselos & Scott

404 Perry Building

Lufkin, Texas 75901 and

Stephen F. Austin State University

Nacogdoches, Texas 75961

Date: September 12, 1975

KIND OF INSURANCE

<table>
<thead>
<tr>
<th>KIND OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>Inception/Expiration Date</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Workmen's Comp.</td>
<td>C792098</td>
<td>7/1/75-76</td>
<td>$1,300,000 Each Accident—Premises and Operations</td>
</tr>
<tr>
<td>(b) Employers' Liability</td>
<td>RU234386</td>
<td>6/11/75-76</td>
<td>$1,300,000 Each Occurrence—Independent Contractors</td>
</tr>
<tr>
<td>(c) Comprehensive</td>
<td>GL1458891</td>
<td>7/1/75-76</td>
<td>$1,100,000 Each Occurrence—Premises—Operations</td>
</tr>
<tr>
<td>General Liability</td>
<td>RU234386</td>
<td>6/11/75-76</td>
<td>$1,100,000 Each Occurrence—Independent Contractors</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>GL1458891</td>
<td>7/1/75-76</td>
<td>$1,300,000 Each Accident—Completed Operations and Products</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>RU234386</td>
<td>6/11/75-76</td>
<td>$1,300,000 Each Accident—Completed Operations and Products</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>GL1458891</td>
<td>7/1/75-76</td>
<td>$1,100,000 Each Occurrence—Contractual</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>RU234386</td>
<td>6/11/75-76</td>
<td>$1,100,000 Each Occurrence—Contractual</td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td>Applied For</td>
<td>7/1/75-76</td>
<td>$100,000 Each Person—Complete Operations and Products</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>Applied For</td>
<td>6/11/75-76</td>
<td>$300,000 Each Occurrence—Complete Operations and Products</td>
</tr>
<tr>
<td>(d) Property Damage</td>
<td>Applied For</td>
<td>7/1/75-76</td>
<td>$25,000 Each Occurrence—Complete Operations and Products</td>
</tr>
</tbody>
</table>

UNDER GENERAL LIABILITY POLICY OR POLICIES

1. Does Property Damage Liability Insurance shown include coverage for XC and U hazards?...
   Yes       No

2. Is Occurrence Basis Coverage provided under Property Damage Liability?...
   Yes       No

3. Is Broad Form Property Damage Coverage provided for this Project?...
   Yes       No

4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured?...
   Yes       No

5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured?...
   Yes       No

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage above apply to non-owned and hired automobiles?...
   Yes       No

2. Is Occurrence Basis Coverage provided under Property Damage Liability?...
   Yes       No

CANCELLATION OR NON-RENEWAL

In the event of cancellation or non-renewal of any of the foregoing, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend any of the provisions of the above policies.

SIGNED BY AUTHORIZED REPRESENTATIVE

The Ohio Casualty Insurance Company

The American Institute of Architects, 1735 New York Ave., NW, Washington, D.C. 20006
Upon motion of Regent Gray, seconded by Regent Perkins, with all members voting aye, it was ordered that the contract for architectural services with Kent-Marseilos-Scott to design and supervise the erection of a flagpole 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 second day of September 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, FLAGPOLE

STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called the Project.

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

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

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

a) For the Architect's Basic Services, as described in Paragraph 1.1; Seven and One Half Per Cent (7.5%) for 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 Property Surplus Funds and other funds available to the Owner for expenditure for the use 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.

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

DESIGN DEVELOPMENT PHASE

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

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

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, 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.
1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

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

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 [Signature]
President of the Board

ATTEST:

[Signature]
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By [Signature]
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that the final 1974-75 budget positions be approved as shown in detail in the monthly financial statement of August 31, 1975.

Upon motion of Regent Golden, seconded by Regent Wright, with all members voting aye, it was ordered that the following transfers for the year ending August 31, 1975 be approved:

1. Matching funds for National Defense Education Act Student Loans $ 9,220.30
2. Matching funds for the Federal Work Study Program $ 24,903.75
   (From Pledged Revenue Surplus)
3. Student Activity Funds $ 26,000.00
   (From Student Property Deposits inactive for more than four years)

Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that the settlement agreement proposed by the Houston General Insurance Company to pay the University $12,536.00 in accordance with the Payment and Performance Bonds, executed January 31, 1974, in behalf of R.E.H. Electronics and Engineering Company, be approved and the Chairman of the Board be authorized to sign the agreement.
SETTLEMENT AGREEMENT

WHEREAS, R.E.H. Electronics and Engineering, (hereafter referred to as R.E.H.) and the Board of Regents, Stephen F. Austin State University, (hereafter referred to as Owner) entered into a written construction agreement on January 31, 1974, for construction of certain observatories at Nacogdoches County, Texas in the sum of $12,536.00. (A construction contract is attached hereto and incorporated herein fully as if set forth verbatim.)

Thereafter, Houston General Insurance Company (hereafter referred to as Surety) agreed to become Performance and Payment Bond Surety on behalf of R.E.H. and on January 31, 1974, executed Performance and Payment Bonds all in accordance with the terms and provisions of the referenced contract agreement.

WHEREAS, during the course of construction R.E.H. received earned payment estimates in the sum of $8,536.00 (less retainage) based upon submittals approved and processed by Architects Kent-Marsellos-Scott on behalf of Owner.

Thereafter, progress on the project was terminated and on January 7, 1975, notice was given by Owner to R.E.H. that his contract had been terminated. Like advice was forwarded to Surety.

WHEREAS, Owner advertised for rebidding to complete the construction project and in due course it appeared that the bid of T. G. Evans Construction Company, P. O. Box 763, Nacogdoches, Texas, was accepted as the low bid in the sum of $33,950.00. Construction work progressed again and the completion of the project was approved thereafter by Owner.
WHEREAS, Owner and Surety desire to settle the contractual default and dispute, it is therefore agreed and understood as follows:

ONE

Houston General Insurance Company agrees to pay and Stephen F. Austin State University agrees to accept payment in the sum of $12,536.00, receipt whereof is hereby acknowledged, in consideration for which payment Stephen F. Austin State University hereby releases and forever discharges Houston General Insurance Company, of and from any and all liabilities, claims, demands, or causes of action which it now has by reason of the obligations undertaken by R.E.H. Electronics and Engineering and its Performance Bond in which R.E.H. Electronics and Engineering was Principal and Houston General Insurance Company was Surety.

TWO

In further consideration of said payment, Stephen F. Austin State University hereby sells, assigns, transfers and sets over to the Houston General Insurance Company, its successors and assigns, all the right, title and interest, including remedies of the undersigned creditor, in and to the claim for contractual default by R.E.H. Electronics and Engineering to the extent only of said payment recited above.

Signed and Sealed at Nacogdoches, Texas this 28th day of October, 1975.

Stephen F. Austin State University

BY: /s/ Walter C. Todd

30-92
STATE OF TEXAS

COUNTY/PARISH NACOGDOCHES

Before me, the undersigned authority, on this day personally appeared Walter C. Todd, Chairman of Board of Regents of Stephen F. Austin State University, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity above stated as the act and deed of said corporation.

Given under my hand and seal of office this 28th day of October, 1975.

/s/ Mary Greene
Notary Public in and for
Nacogdoches, Texas

SEAL
74-208

Upon motion of Regent Gray, seconded by Regent Cullum, with all members voting aye, it was ordered that the following Change Orders be approved as listed hereafter and that the Chairman of the Board be authorized to sign them.

<table>
<thead>
<tr>
<th>No.</th>
<th>Contractor</th>
<th>Project</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Harold James, Inc.</td>
<td>Renovation Mechanical Systems in University Center</td>
<td>-1,500.65</td>
</tr>
<tr>
<td>1</td>
<td>Thomas &amp; Thompson</td>
<td>Observatory (excluding Dome and Cylinder)</td>
<td>+632.37</td>
</tr>
<tr>
<td>1</td>
<td>T. G. Evans Const. Co.</td>
<td>Early Childhood Laboratory</td>
<td>+885.00</td>
</tr>
<tr>
<td>1</td>
<td>Pigg Construction Co.</td>
<td>Renovation Rusk Bldg.</td>
<td>+10,263.00</td>
</tr>
<tr>
<td>1</td>
<td>Allen M. Campbell Co.</td>
<td>HPE Complex</td>
<td>-7,471.00</td>
</tr>
</tbody>
</table>

74-209

Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to draw up the necessary documents and submit them to the proper authorities to establish a foundation whose purpose shall be the general unrestricted support and betterment of Stephen F. Austin State University.

74-210

Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Cobb's Southwest Electric, Inc., for $81,000.00 to renovate the Fine Arts Building stage lighting controls be approved and the Chairman of the Board be authorized to sign the contract.
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 day of in the year of Nineteen Hundred and

BETWEEN the Owner: Stephen F. Austin State University

and the Contractor: Cobb's Southwest Electric, Inc.
P.O. Box 2421
Longview, Texas

the Project: Stage Dimming System, Fine Arts Building
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
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

Stage Dimming System, Fine Arts Building,
Stephen F. Austin State University, Nacogdoches, Texas
Base Bid

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION
The Work to be performed under this Contract shall be commenced on or before November 27, 1975 and completed February 9, 1976.
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

See "Supplementary General Conditions" section of these specifications.
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 EIGHTY ONE THOUSAND AND NO/100 DOLLARS ($81,000.00).

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 day 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.)

Agreement
Proposal Form
Instructions to Bidders
General Conditions of the Contract for Construction
Amendments and Supplementary General Conditions
Special Conditions
Technical Specifications
Plan Sheets 1 through 4, dated September 19, 1975
Addendum No. 1

This Agreement executed the day and year first written above.

OWNER

STEPHEN F. AUSTIN STATE UNIVERSITY

Read and Examined

/s/ Walter C. Todd, Chairman
Board of Regents, Stephen F. Austin State University

CONTRACTOR

COBB'S SOUTHWEST ELECTRIC, INC.

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

30-98
PERFORMANCE BOND

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we Cobb's Southwest Electric, Inc., a Corporation, of P.O. Box 2421, Longview, Texas, hereinafter called Principal and United States Fidelity & Guaranty Company hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University hereinafter called Owner, in the penal sum of Eighty One Thousand and No/100 Dollars ($81,000.00) 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 7th day of November, A.D., 1975, a copy of which is attached hereto and made a part hereof for the construction of:

"Stage Dimming System, Fine Arts Building, Stephen F. Austin State University."

herein called the "work".

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

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

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accom-

30-99

PB-1
panying 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 provi-
sions of Article 5160 of the Revised Civil Statutes of Texas as amended 
by Acts of the 56th Legislature, 1959, and all liabilities on this bond 
shall be determined in accordance with the provisions of said Article to 
the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, 
each one of which shall be deemed an original, this the 4th day of 
November, A.D. 1975.

ATTEST:

COBB'S SOUTHWEST ELECTRIC, INC.: 
Principal

BY ____________________________

Secretary

SEAL

Witness as to Principal

106 Ogles Dr. White Oak, Texas 
(Address) 75693

ATTEST

UNITED STATES FIDELITY & GUARANTY COMPANY

(Surety) Secretary

Witness as to Surety

104 W. Methvin St., Longview, Texas 75601
Address
PAYMENT BOND

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we Cobb's Southwest Electric, Inc., a Corporation, of P.O. Box 2421, Longview, Texas hereinafter called Principal and United States Fidelity & Guaranty Company 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 EIGHTY ONE THOUSAND AND NO/100 DOLLARS ($81,000.00) 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 1st day of November, 1975, a copy of which is hereto attached and made a part hereof for the construction of:

"Stage Dimming System at Fine Arts Building, Stephen F. Austin State University".

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 4th day of November, A. D., 1975.

ATTEST:

COBB'S SOUTHWEST ELECTRIC, INC.
Principal

BY

ATTEST:

(Principal) Secretary

SURETY

(Surety) Secretary

UNITED STATES FIDELITY & GUARANTY CO.
Surety

Address

106 Oyako Dr. White Oak, Texas 75693
Address

104 W. Methvin St., Longview, Texas 75601
Address

Witness as to Principal

Witness as to Surety

Attorney-in-Fact Guy F. Harrison
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 78365

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Guy F. Harrison

of the City of Longview, State of Texas, its true and lawful attorney in and for the State of Texas, for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Guy F. Harrison may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 17th day of May, A.D. 1967.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By... C. S. Adams, Jr. .................... Vice-President.

(Signed) R. H. Bland, Jr. .......................... Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

On this 17th day of May, A.D. 1967, before me personally came C. S. Adams, Jr., Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and R. H. Bland, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland, that they, the said C. S. Adams, Jr., and R. H. Bland, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A.D. 19...87...

Herbert J. Aull
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY,

I, James F. Carney, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before me personally came, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 17th day of May, A.D. 1967.

James F. Carney
Clerk of the Superior Court of Baltimore City.
COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, David M. Engler, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Guy F. Harrison of Longview, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 4, 1975

(Date)

[Signature]

Assistant Secretary.
This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

Stephen F. Austin State University
Nacogdoches, Texas
1414 Oil & Gas Bldg.
Ft. Worth, Texas 76102

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Policy Term</th>
<th>Type of Insurance</th>
<th>Bodily Injury Limits of Liability</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>-18-3950-002331</td>
<td>10-15-75/76</td>
<td>Workmen's Compensation</td>
<td>$10,000 / 200 / 600</td>
<td>$10,000 / 200 / 600</td>
</tr>
<tr>
<td>-18-3950-002331</td>
<td>10-15-75/76</td>
<td>Employers' Liability</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
<tr>
<td>-18-3950-002331</td>
<td>10-15-75/76</td>
<td>Comprehensive Automobile Liability</td>
<td>$10,000 / 200 / 600</td>
<td>$10,000 / 200 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Comprehensive General Liability</td>
<td>$300,000 / 600 / 600</td>
<td>$100,000 / 600 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Including Blanket Contractual Liability</td>
<td>$300,000 / 600 / 600</td>
<td>$100,000 / 600 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Including Broad Form Property</td>
<td>$300,000 / 600 / 600</td>
<td>$100,000 / 600 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Manufacturers' and Contractors' Liability</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Owners', Landlords' and Tenants' Liability</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Completed Operations and Products Liability</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Contractual Liability</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
<tr>
<td>OTC 7443</td>
<td>10-15-75/76</td>
<td>Comprehensive Excess Indemnity</td>
<td>$100,000 / 200 / 600</td>
<td>$100,000 / 200 / 600</td>
</tr>
</tbody>
</table>

Description and location of operations and automobiles covered:

Electrical Contractors- State of Texas

The Company designated below will give thirty (30) days written notice to the holder of this Certificate of any material change in or cancellation of these policies.

Policy No. OTC 7443 includes Broad Form Property Damage insurance and the "XCU" Exclusions are removed.

☐ UNITED STATES FIDELITY AND GUARANTY COMPANY
☒ FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date November 7, 1975

By DICKINSON & HARRISON INSURANCE
This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by policies shown below.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER*</th>
<th>EFFECTIVE DATE</th>
<th>EXPIRATION DATE</th>
<th>LIMITS OF LIABILITY*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workman's Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Liability Bodily Injury</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Liability Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile (Bodily Injury)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile (Property Damage)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Umbrella Excess Liability</td>
<td>DCL 485549</td>
<td>6-21-73</td>
<td>6-21-76</td>
<td>$</td>
</tr>
</tbody>
</table>

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

REMARKS:

Dated: November 4, 1975

[Signature]

[Stamp]

Dickinson & Harrison Insurance
104 West McElven St.
Phone 756-4456
Longview, Texas 75601
Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the engineering services agreement with Love, Friberg and Associates for the design and supervision of the Fine Arts Building stage lighting controls renovation be approved and the Chairman of the Board be authorized to sign the agreement.
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, STAGE DIMMING SYSTEM, FINE ARTS BUILDING, 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 analysing 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 Contractor's 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 $8,500.00.

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 C. Todd
Title: Chairman, Board of Regents
Date: October 25, 1975

LOVE, FRIBERG & ASSOCIATES, INC.
CONSULTING ENGINEER

BY: Edward E. Frberg
Title: President
Date: October 21, 1975
74-212
Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to execute a contract for the construction of the University Security Office Building, with the approval of the Building Committee, during the interim before the next meeting, and that the Chairman of the Board be authorized to sign the contract.

74-213
Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the architectural agreement with Kent-Marsellos-Scott for the design and supervision of the construction of the campus security office building be approved and the Chairman of the Board be authorized to sign the agreement.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Fifth day of October 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, UNIVERSITY SECURITY BUILDING, hereinafter called the Project.

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

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

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

a) For the Architect's Basic Services, as described in Paragraph 1.1; Eight Per Cent (8%) 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 Plant Funds 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.

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

DESIGN DEVELOPMENT PHASE

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

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

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, 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 Con-
tract, 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 re-
quirements 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 Construc-
tion 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 Con-
tract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and respons-
sibilities 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 construc-
tion phase, shall advise and consult with the Owner and all of the
Owner's instructions to the Contractor shall be issued through the
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 him-
self generally with the progress and quality of the Work and to deter-
determine in general if the Work is proceeding in accordance with the Con-
tract 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 respon-
sible for construction means, methods, techniques, sequences or pro-
cedures, 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 Appli-
cations 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.
1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

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**

**SUCCESSES 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 Walter C. Todd
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By William F. Kent
74-214
Upon motion of Regent Cullum, seconded by Regent Golden, with all members voting aye, it was ordered that the revised Fiscal Regulations as submitted under separate cover be approved.

74-215
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the University create the position of Lacy H. Hunt Professor of Forestry and that the income from the $50,000 donation made to the University by Mrs. Hunt be used as a salary supplement for the position.

74-216
Upon motion of Regent Golden, seconded by Regent Wright, with all members voting aye, it was ordered that the Presidential Search Committee be created and composed of the following members.

4 Regents
Mr. Bryce, Chairman, and Members
Gray, Wright, and Perkins

6 members of the Faculty
1 elected by the faculty of each school of the University

2 Students
Elected by the Student Congress
Edwinna Palmer

1 member of Student Life Division
C. G. Haas

1 member of Fiscal Division
Gene Barbin

1 member of University Staff

1 member of Alumni
M. M. Stripling, Nacogdoches, Texas
Upon motion of Regent Golden, seconded by Regent Wright, with all members voting aye, it was ordered that:

The Presidential Search Committee created this day is directed to receive and evaluate applications for the position of President at Stephen F. Austin State University. The Board will meet in special session on March 15, 1976, to receive for consideration the names of the eight applicants determined by the Committee to be best qualified to serve the institution.

Each person submitted by the Committee shall be an individual not now employed by the University who holds an earned terminal degree and has demonstrated scholarly achievements; who has had successful university teaching and administrative experience; and who has demonstrated an ability to work successfully with the various sectors which make up a university community.

Upon motion of Regent Perkins, seconded by Regent Gray, with all members voting aye, it was ordered that funds for the Presidential Search Committee's activities in the sum of $5,000.00 be appropriated from Pledged Property Surplus Funds.
Upon motion of Regent Bryce, seconded by Regent Golden, 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</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 270</td>
<td>Non-Verbal Communication</td>
<td>3</td>
</tr>
<tr>
<td>English-Philosophy 215</td>
<td>Poetry and Drama</td>
<td>3</td>
</tr>
<tr>
<td>English-Philosophy 403</td>
<td>Medieval British Literature</td>
<td>3</td>
</tr>
<tr>
<td>Health &amp; Physical Education 262</td>
<td>Racketball</td>
<td>1</td>
</tr>
<tr>
<td>Health &amp; Physical Education 270</td>
<td>Angling</td>
<td>1</td>
</tr>
<tr>
<td>School Services 441</td>
<td>Methods &amp; Materials for the Blind</td>
<td>3</td>
</tr>
<tr>
<td>School Services 445</td>
<td>Mobility Teaching Methods for the Classroom Teacher</td>
<td>3</td>
</tr>
<tr>
<td>School Services 470</td>
<td>Language for the Deaf</td>
<td>3</td>
</tr>
<tr>
<td>School Services 471</td>
<td>Advanced Language for the Deaf</td>
<td>3</td>
</tr>
<tr>
<td>School Services 473</td>
<td>Manual Communication</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 104</td>
<td>Introduction to Anthropology</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 342</td>
<td>Hunting &amp; Gathering Societies</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 440</td>
<td>Field Methods in Archeology</td>
<td>6</td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>English-Philosophy 235</td>
<td>College English for Selected Students (3)</td>
<td>235</td>
<td>English for Selected Students (3)</td>
</tr>
<tr>
<td>English-Philosophy 253</td>
<td>Introduction to Philosophy (3)</td>
<td>153</td>
<td>Introduction to Philosophy (3)</td>
</tr>
<tr>
<td>English-Philosophy 263</td>
<td>Introduction to Logic (3)</td>
<td>163</td>
<td>Introduction to Logic (3)</td>
</tr>
<tr>
<td>English-Philosophy 325</td>
<td>Major Negro Writers in America (3)</td>
<td>325</td>
<td>Black Writers (3)</td>
</tr>
<tr>
<td>English-Philosophy 453</td>
<td>Nineteenth and Twentieth Century Philosophy (3)</td>
<td>453</td>
<td>Contemporary Philosophy (3)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 143</td>
<td>Track and Field (1)</td>
<td>143</td>
<td>Track and Field (2)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 240</td>
<td>Program and Techniques for Body Mechanics (2)</td>
<td>240</td>
<td>Program and Techniques for Body Mechanics (2)</td>
</tr>
</tbody>
</table>
COURSES TO BE REVISED (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management 371</td>
<td>Industrial Management (3)</td>
<td>371</td>
<td>Production/Operations Management (3)</td>
</tr>
<tr>
<td>Management 380</td>
<td>Scientific Decision Making (3)</td>
<td>380</td>
<td>Quantitative Management Methods (3)</td>
</tr>
<tr>
<td>Management 471</td>
<td>Problems in Industrial Management (3)</td>
<td>471</td>
<td>Production/Operations Management (Advanced) (3)</td>
</tr>
<tr>
<td>Management 484</td>
<td>Problems in Personnel (3)</td>
<td>484</td>
<td>Compensation Administration (3)</td>
</tr>
<tr>
<td>Sociology 138</td>
<td>Social Problems (3)</td>
<td>138</td>
<td>Contemporary Social Issues (3)</td>
</tr>
<tr>
<td>Sociology 330</td>
<td>The American Woman: Her Changing Role (3)</td>
<td>330</td>
<td>The Sociology of Sex Roles (3)</td>
</tr>
<tr>
<td>Sociology 348</td>
<td>Physical Anthropology (3)</td>
<td>248</td>
<td>Physical Anthropology (3)</td>
</tr>
<tr>
<td>Sociology 351</td>
<td>Principles of Archeology (3)</td>
<td>251</td>
<td>Principles of Archeology (4)</td>
</tr>
<tr>
<td>Sociology 352</td>
<td>North American Archeology: Area Studies (a) Great Basin (b) Southwest (c) North Plains (3)</td>
<td>352</td>
<td>Prehistory of North America: (a) Western (b) Eastern (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>English-Philosophy 101H</td>
<td>Liberal Arts Colloquium I (1)</td>
</tr>
<tr>
<td>English-Philosophy 102H</td>
<td>Liberal Arts Colloquium II (1)</td>
</tr>
<tr>
<td>English-Philosophy 201H</td>
<td>Liberal Arts Colloquium III (1)</td>
</tr>
<tr>
<td>English-Philosophy 202H</td>
<td>Liberal Arts Colloquium IV (1)</td>
</tr>
<tr>
<td>English-Philosophy 451</td>
<td>Theories of Knowledge (3)</td>
</tr>
<tr>
<td>English-Philosophy 456</td>
<td>American Philosophy (3)</td>
</tr>
<tr>
<td>English-Philosophy 470</td>
<td>Problems and Topics (3)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 103</td>
<td>Speedball and Volleyball (1)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 118</td>
<td>Recreational Activities (1)</td>
</tr>
<tr>
<td>History 100, Political Science 100, Psychology 100, Economics 100, Sociology 100, and Geography 100</td>
<td>Introduction to Social Sciences (3)</td>
</tr>
</tbody>
</table>
### COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting 501</td>
<td>Financial Accounting</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Biology 555</td>
<td>Biological Ultrastructure</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>General Business 537</td>
<td>Legal &amp; Social Environment of Business</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Health &amp; Physical Education 533</td>
<td>Laboratory for Teachers</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Health &amp; Physical Education 565</td>
<td>The Role of Sports in Society</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Music 523</td>
<td>Stylistic Analysis</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

### COURSES TO BE REVISED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 508</td>
<td>Crop and Soil Management (3)</td>
<td>508</td>
<td>Soil-Plant Relationships (3)</td>
</tr>
<tr>
<td>Art 400</td>
<td>Sculpture III (3)</td>
<td>400</td>
<td>Sculpture III (3)</td>
</tr>
<tr>
<td>Art 433</td>
<td>Ceramics II (3)</td>
<td>433</td>
<td>Ceramics II (3)</td>
</tr>
<tr>
<td>Art 437</td>
<td>History of Art in America (3)</td>
<td>437</td>
<td>American Art (3)</td>
</tr>
<tr>
<td>Art 445</td>
<td>Printmaking II (3)</td>
<td>445</td>
<td>Printmaking II (3)</td>
</tr>
<tr>
<td>Art 454</td>
<td>Drawing IV (3)</td>
<td>454</td>
<td>Drawing IV (3)</td>
</tr>
<tr>
<td>Art 457</td>
<td>Advertising Design III (3)</td>
<td>457</td>
<td>Advertising Design III (3)</td>
</tr>
<tr>
<td>Art 461</td>
<td>Painting IV (3)</td>
<td>461</td>
<td>Painting IV (3)</td>
</tr>
<tr>
<td>Art 484</td>
<td>Art Metal and Jewelry II (3)</td>
<td>484</td>
<td>Art Metal and Jewelry II (3)</td>
</tr>
<tr>
<td>Art 489</td>
<td>Advanced Arts Projects (3)</td>
<td>489</td>
<td>Secondary Art Projects (3)</td>
</tr>
<tr>
<td>Art 490</td>
<td>Advanced Art Projects for Elementary Teachers (3)</td>
<td>490</td>
<td>Elementary Art Projects II (3)</td>
</tr>
<tr>
<td>Elementary Education 514</td>
<td>Investigations in Elementary School Subjects (3)</td>
<td>514</td>
<td>Investigations in School Subjects (3)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 560</td>
<td>Scientific Bases of Movement (3)</td>
<td>560</td>
<td>Biomechanics (3)</td>
</tr>
</tbody>
</table>
COURSES TO BE REVISED (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychology 509</td>
<td>Introduction to Clinical Psychology and Intellectual Assessment (3)</td>
<td>509</td>
<td>Intellectual Assessment (4)</td>
</tr>
<tr>
<td>Secondary Education 573</td>
<td>Current Instructional Innovations in Specific Secondary Education (3)</td>
<td>514</td>
<td>Investigations in School Subjects (3)</td>
</tr>
<tr>
<td>Secondary Education 581</td>
<td>Problems in Professional Education (3)</td>
<td>581</td>
<td>Problems of the Teacher (3)</td>
</tr>
<tr>
<td>Secondary Education (A.Ed.) 599</td>
<td>Educational Program Evaluation (3)</td>
<td>A.Ed. 599</td>
<td>Educational Research and Application (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art 401</td>
<td>Sculpture IV (3)</td>
</tr>
<tr>
<td>Art 446</td>
<td>Printmaking (3)</td>
</tr>
<tr>
<td>Art 462</td>
<td>Painting V (3)</td>
</tr>
<tr>
<td>Art 473</td>
<td>Advertising Design IV (3)</td>
</tr>
<tr>
<td>Health &amp; Physical Education 551</td>
<td>Supervision of Health &amp; Physical Education (3)</td>
</tr>
<tr>
<td>Political Science 444</td>
<td>Communist Governments in the Far East (3)</td>
</tr>
<tr>
<td>Secondary Education 585</td>
<td>Intercultural Education (3)</td>
</tr>
</tbody>
</table>

The following classes with an enrollment less than the statutory requirement are reported as required by law:

- German 231.01 with 9 students
- Mathematics 511 with 4 students
- Physics 431 with 9 students
- Physics 457 with 9 students
- Physics 512 with 4 students
- Physics 531 with 4 students
- Forestry 331 with 9 students
- Forestry 425 with 8 students
- Forestry 520 with 4 students
Upon motion of Regent Bryce, seconded by Regent Gray, the meeting was adjourned at 12:15 p.m.