<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>76-1</td>
<td>Approval of Minutes of October 25, 1975</td>
<td>31-2</td>
</tr>
<tr>
<td>76-2</td>
<td>Faculty and Staff Appointments</td>
<td>31-2</td>
</tr>
<tr>
<td>76-3</td>
<td>Resignations</td>
<td>31-3</td>
</tr>
<tr>
<td>76-4</td>
<td>Changes in Status</td>
<td>31-3</td>
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<tr>
<td>76-5</td>
<td>Promotions</td>
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<td>76-6</td>
<td>Retirements</td>
<td>31-5</td>
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<td>76-7</td>
<td>Authorization for Budget Adjustments (1975-76)</td>
<td>31-6</td>
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<td>76-8</td>
<td>Approval of Contract - Security Building</td>
<td>31-6</td>
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<td>76-9</td>
<td>Approval of Change Orders</td>
<td>31-24</td>
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<td>76-10</td>
<td>Approval of Contract - Science Building Renovations</td>
<td>31-24</td>
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<td>76-11</td>
<td>Approval of Contract - Drainage Improvements</td>
<td>31-34</td>
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<tr>
<td>76-12</td>
<td>Agreement for Architectural Services</td>
<td>31-50</td>
</tr>
<tr>
<td>76-13</td>
<td>Approval of Contract - Drainage Improvements to Coliseum Parking Lot</td>
<td>31-73</td>
</tr>
<tr>
<td>76-14</td>
<td>Approval of 1976-77 Room and Board Rates</td>
<td>31-81</td>
</tr>
<tr>
<td>76-15</td>
<td>Authorization to Make Repairs and Renovations to Dormitories</td>
<td>31-83</td>
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<td>76-16</td>
<td>Adoption of Vacation and Sick Leave Policy</td>
<td>31-83</td>
</tr>
<tr>
<td>76-17</td>
<td>Authorization to Seek Approval of Coordinating Board for Construction of Greenhouse</td>
<td>31-83</td>
</tr>
<tr>
<td>76-18</td>
<td>Naming of University Library</td>
<td>31-83</td>
</tr>
<tr>
<td>76-19</td>
<td>Acceptance of Collection of Cut Glass</td>
<td>31-83</td>
</tr>
<tr>
<td>76-20</td>
<td>Approval of Curriculum Changes</td>
<td>31-84</td>
</tr>
</tbody>
</table>
The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 10:00 a.m. January 31, 1976.

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
Glenn Justice of Dallas
Ernest Powers of Carthage

ABSENT: Joe Bob Golden of Jasper

PRESENT: C. G. Haas, Secretary of the Board
Dr. R. W. Steen, President of the University
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the minutes of the meeting of October 25, 1975, be approved.

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

1. Applied Arts and Sciences

   Ms. Shirley E. Rose, 39, Ed.D. (University of Houston), Visiting Professor (25% time) of Applied Arts and Sciences at a salary rate of $1,000 for the Spring Semester, 1976.

2. School of Forestry

   Mr. Billy J. Earley, 40, L.L.B. (University of Texas), Lecturer (25% time) in Forestry at a salary rate of $1,500 for the Spring Semester, 1976, only.

   Mr. Lowell K. Halls, 58, M.S. (Texas A&M University), Lecturer (25% time) in Forestry at a salary rate of $1,500 for the Spring Semester, 1976, only.

   Mr. Chris Bob LeDoux, 26, M.S. (Oregon State University), Instructor of Forestry at a salary rate of $6,000 for the Spring Semester, 1976, only.

3. Student Affairs Division

   Ms. Evelyn M. Burkhead, 34, Secretary, Director of University Center, at a salary rate of $6,300 for twelve months, effective January 1, 1976.

   Mr. Gary C. Wilson, 26, Games Area Manager, University Center, at a salary rate of $5,900 for twelve months, effective January 1, 1976.

   Ms. Susan K. Scoles, 22, Craft Shop Manager, University Center, at a salary rate of $7,200 for twelve months, effective January 14, 1976.

4. Intercollegiate Athletics

   Mr. Charles Simmons, 44, M.Ed. (Stephen F. Austin State University), Athletic Director and Head Coach at a salary rate of $23,000 for twelve months, effective January 8, 1976.

5. University Computer Center
Ms. Sarah J. Thomas, 23, B.S. (Stephen F. Austin State University), Programmer, University Computer Center, at a salary rate of $9,200 for twelve months, effective October 20, 1975.

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

1. Department of English and Philosophy


   Ms. Melissa M. Freeman, Instructor of English, effective December 31, 1975. Ms. Freeman has completed her temporary contract.

2. Department of Home Economics

   Ms. Carolyn S. Voigtel, Nursery School Assistant (50% time), effective December 31, 1975. Ms. Voigtel resigned for personal reasons.

3. Student Affairs Division

   Dr. Robert Carroll, University Physician, effective December 31, 1975. Dr. Carroll is going into private practice.

   Ms. Dianne M. Clark, Secretary, Director of University Center, effective January 1, 1976. Ms. Clark is moving to Midland.

   Ms. Janice W. King, Student Development Secretary, effective January 5, 1976. Ms. King is resigning for personal reasons.

   Ms. Heather L. White, Craft Shop Manager, University Center, effective January 29, 1976. Ms. White is moving to Houston.

4. University Computer Center

   Ms. Charlene P. Mangham, Programmer, University Computer Center, effective September 30, 1975. Ms. Mangham was married during the summer and moved away from Nacogdoches.

5. Physical Plant

   Mr. Arthur A. Bates, Landscape Planning Foreman, effective August 1, 1975. Mr. Bates has accepted employment elsewhere.

Upon motion of Regent Justice, seconded by Regent Powers, with all members voting aye, it was ordered that the following changes in status be approved:
1. Department of Computer Science

Mr. Fred H. Fisher, from Manager of Operations in University Computer Center to Instructor of Computer Science (50% time) and Manager of User Services in University Computer Center (50% time) at a salary rate of $17,500 for twelve months, effective January 12, 1976.

2. School of Forestry

Dr. William T. McGrath, Associate Professor of Forestry, from a salary rate of $14,750 for nine months to $15,750 for nine months to adjust to authorized minimum Associate Professor faculty rate.

Mr. Ronald D. Montgomery, from Graduate Teaching Assistant in Forestry to Graduate Intern in Forestry at a salary rate of $9,000 for nine months for the Spring Semester, 1976, only.

3. Department of History

Dr. Robert S. Maxwell, Professor and Head, Department of History, to extend his present 75% assignment through the Spring Semester, 1976, to allow Dr. Maxwell continued participation in the NEH sponsored project and the Forest History Society to write a Bicentennial History of the American Forests and Forestry.

4. Department of Sociology

Dr. Joy B. Reeves, from Assistant Professor of Sociology (50% time) at a salary rate of $7,250 to Assistant Professor Sociology (50% time) and Administrative Intern in Sociology (50% time) at a salary rate of $14,500 for the Spring Semester, 1976, only.

5. University Computer Center

Mr. Billy J. Click, from Acting Director of University Computer Center at a salary rate of $22,000 for twelve months to Director of University Computer Center at a salary rate of $23,000 for twelve months, effective January 1, 1976.

Mr. Ben P. Covin, from Systems Analyst at a salary rate of $12,300 for twelve months to Manager of Operations at a salary rate of $14,200 for twelve months, effective January 13, 1976.

6. Physical Plant

Mr. Carroll Joseph Bonnette, from hourly employee as an electrician, to an electrical crew foreman, effective November 25, 1975, at a salary rate of $11,750 for twelve months.
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the following promotions be approved:

1. Department of Sociology

   Dr. Richard P. Hurzeler, from Instructor to Assistant Professor of Sociology at a salary rate of $13,750 for nine months, effective Spring Semester, 1976.

   Dr. Connie L. Spreadbury, from Instructor to Assistant Professor of Sociology at a salary rate of $13,750 for nine months, effective Spring Semester, 1976. (Dr. Hurzeler and Dr. Spreadbury have completed all work toward the Ph.D. degree and have been recommended by their dean and department head.)

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

1. Department of Modern Languages

   Ms. Hectorine A. Piercey, Assistant Professor of Modern Languages, effective May 31, 1976.

2. Student Affairs Division

   Ms. Elnora Tucker, Games Area Manager, University Center, effective January 1, 1976.
76-7
Upon motion of Regent Powers, seconded by Regent Bryce, with all members voting aye, it was ordered that the following additions to the 1975-76 operating budget be authorized:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Purpose</th>
<th>Additions and Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. (5500-5000)</td>
<td>Pledg. P. Gen. Serv.</td>
<td>Housing Adm., Housing Students</td>
<td>$12,000 P.P. Surplus</td>
</tr>
<tr>
<td>7. (5245-9000)</td>
<td>E.Tex. Country Fair</td>
<td>Operating Expense</td>
<td>$10,000 Plant Funds</td>
</tr>
<tr>
<td>8. (5612-9001)</td>
<td>Laundry Vending</td>
<td>New Rental Refrigerators</td>
<td>$12,197 P.P. Surplus</td>
</tr>
</tbody>
</table>

76-8
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with R. G. Muckleroy, Jr., Contractor, for $139,699.00 and Change Order No. 1 for $15,743.68 (credit) for the construction of the campus security building be ratified, as authorized at the October 25, 1975, meeting, and the Chairman of the Board be authorized to sign the contract.
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Seventh day of November, 1975

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 considera-
tions 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
"UNIVERSITY SECURITY BUILDING"
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 enumeration of the Specifications and Drawings:

Drawings and Specifications entitled UNIVERSITY SECURITY BUILDING, 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 - Pages 1-5, dated October 3, 1975
Addendum No. 2 - Pages 1-3, dated October 6, 1975 & Details SME-1, SE-2, 15B-9.3
Addendum No. 3 - Page 1, dated October 9, 1975
Addendum No. 4 - Page 1, dated October 10, 1975

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

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within 150 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the sum of $150.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 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 ONE HUNDRED THIRTY NINE THOUSAND, SIX HUNDRED NINETY NINE AND NO/100 out of General Fee Bond Proceeds and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University

The basis of the above contract price is as follows:

| Base Bid | $139,699.00 |
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

31-10
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.
Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.

7. **Builder's Risk Insurance:** The Owner shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests 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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$51,300.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$88,399.00</td>
</tr>
<tr>
<td>Total</td>
<td>$139,699.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ________________________________  By ________________________________

R. G. MUCKLEROY, JR. CONTRACTOR
P. O. DRAWER 1401
NACOGDOCHES, TEXAS 75961
Address

SEAL

READ AND EXAMINED:

______________________________
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.
CERTIFICATE OF INSURANCE

AIA DOCUMENT G705

This certificate 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
K. G. MUCKLEROY, JR., CONTRACTOR

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION)
CONSTRUCTION OF UNIVERSITY SECURITY BUILDING

Addressee:
Kent, Mardello & Scott
404 Perry Building
Lufkin, Texas 75901

Board of Regents
Stephen F. Austin State University
Nacogdoches, Texas 75961

Date
November 7, 1975

<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>C792098</td>
<td>7/1/75-76</td>
<td>$1,300,000</td>
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<tr>
<td>(b) Employers' Liability</td>
<td>GL1458891</td>
<td>7/1/75-76</td>
<td>$1,300,000</td>
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<tr>
<td>(c) Comprehensive General Liability</td>
<td>Primary-$300,000 Limits</td>
<td>$1,300,000</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>RU234386</td>
<td>6/11/75-76</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>NU245836</td>
<td>9/23/75-76</td>
<td>$1,300,000</td>
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<tr>
<td>(c) Property Damage</td>
<td>GL1458891</td>
<td>7/1/75-76</td>
<td>$1,100,000</td>
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<tr>
<td>Primary-$100,000 Limits</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>RU234386</td>
<td>6/11/75-76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess-$1,000,000.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>9158435</td>
<td>9/23/75-76</td>
<td></td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td>9158435</td>
<td>9/23/75-76</td>
<td></td>
</tr>
</tbody>
</table>

UNDER GENERAL LIABILITY POLICY OR POLICIES

1. Does Property Damage Liability Insurance shown include coverage for X and U hazards? X

2. Is Occurrence Basis Coverage provided under Property Damage Liability? X

3. Is Broad Form Property Damage Coverage provided for this Project? X

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? X

5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured? X

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

1. Does coverage apply to non-owned and hired automobiles? X

2. Is Occurrence Basis Coverage provided under Property Damage Liability? X

CANCELLATION OR NON-RENEWAL

In the event of cancellation or non-renewal of any insurance, 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 confers no rights upon the holder. By its issuance the company does not assume, alter, change, modify or extend any of the provisions of the above policies.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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
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) R. G. MUCKLEROY, JR., CONTRACTOR

of (2) an individual hereinafter called

Principal and (3) Fidelity and Deposit Company of Maryland of

Houston State of Texas,

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

Stephen F. Austin State University of Nacogdoches, Texas

hereinafter called Owner, in the penal sum of One Hundred Twenty Three Thousand,

Nine Hundred Fifty Five and 32/100 —

DOLLARS ($123,955.32), in lawful money of the United States,

to be paid in (5) Nacogdoches, Texas

for the payment of which sum well and truly to be made, we bind ourselves, our

heirs, executors, administrators and successors, jointly and severally, firmly

by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal

entered into a certain Contract with (6) Stephen F. Austin State University,

BOARD OF REGENTS

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:

University Security Building

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

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

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 50th 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 Seventh day of November, A. D. 1975.

ATTEST:

R. G. MUCKLEROY, JR., CONTRACTOR

Principal

(Principal) Secretary

BY

R. G. MUCKLEROY, JR., CONTRACTOR

Witness as to Principal

900 University - Nacogdoches, TX

31-19
NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

Fidelity and Deposit Co. of Md.
Surety

BY: [Signature]
Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: [Signature]
Assistant Attorney General
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) R. G. MUCKLEROY, JR., CONTRACTOR

an individual

of Nacogdoches, Texas

hereinafter called Principal and (3) Fidelity and Deposit Co. of Maryland

of Houston, State of Texas hereinafter called the Surety, are held and firmly bound unto (4) Stephen F. Austin State University of Nacogdoches, Texas, BOARD OF REGENTS.

called the Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of

One Hundred Twenty Three Thousand, Nine Hundred Fifty Five and 12/100 DOLLARS ($123,955.12)
in lawful money of the United States, to be paid in (5) Nacogdoches, Texas

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) Stephen F. Austin State University BOARD OF REGENTS,

the Owner, dated the Seventh day of November, A. D. 1975, a copy of which is hereto attached and made a part hereof for the construction of:

University Security Building

31-21
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 Nacogodches 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 Seventh day of November, A. D., 1975.

ATTEST:

R. G. MUCKLEBOY, JR., CONTRACTOR
Principal

(Principal) Secretary

BY

Witness as to Principal

Address

31-22
ATTORNEY GENERAL OF TEXAS

Fidelity and Deposit Co. of Md.

BY: [Signature]

ATTORNEY-IN-FACT

BY: [Signature]

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

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

Address

Witness as to Surety

Assistant Attorney General
Upon motion of Regent Cullum, seconded by Regent Justice, with all members voting aye, it was ordered that the following Change Orders be approved and the Chairman of the Board be authorized to sign them.

1. Change Order No. 1 - Shelton Gym Renovation + $10,475.35
2. Change Order No. 4 - Tennis Courts, Streets and Parking Lots + $2,981.66

Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Mechanical Specialty, Inc., Houston, Texas, for $201,898.00 covering the base bid and alternates 2, 3, 6 and 7 of the alterations of the Science Building be approved and the Chairman of the Board be authorized to sign the contract. Source of funds: Sixty-fourth legislature appropriations.
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Thirty First day of January, 1976

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and MECHANICAL SPECIALTY, INC.

1155 BRITTMOORE, HOUSTON, TEXAS 77043

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 "SCIENCE BUILDING RENOVATIONS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"

prepared by Kent-Marsellos-Scott, Architects-Engineers, Lufkin, Texas acting as and in these Contract Documents entitled the Architect; and shall do everything required by this Agreement, the "General Conditions" of 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 enumeration of the Specifications and Drawings:

Drawings and Specifications entitled "SCIENCE BUILDING RENOVATIONS, 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 November 21, 1975, Pages 1-4
Addendum No. 2, dated December 19, 1975, Page 1
Addendum No. 3, dated December 23, 1975, Pages 1-2
Addendum No. 4, dated December 31, 1975, Pages 1-2
Addendum No. 5, dated January 2, 1976, Pages 1-3
Addendum No. 6, dated January 5, 1976, Page 1

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

Plumbing, Heating and Air Conditioning, Electric Work, and Laboratory Furniture 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 by August 15, 1976.

The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.40 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, TWO HUNDRED ONE THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS ($201,898.00) from Legislative Appropriation Funds and other 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:

1. Base Bid - $139,200.00
2. Alternate No. 2 Add Aquatic Biology + 48,320.00
3. Alternate No. 3 Add Conference 165, Xerox 162, Sec'y 161, Adm. Secy. 160 + 5,170.00
4. Alternate No. 6 - Add emergency lights + 3,870.00
5. Alternate No. 7 - Install control air compressor + 5,338.00

Contract Price $201,898.00
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 re-pay 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 $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:** The Owner shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests 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>$22,351.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$119,547.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$201,898.00</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

MECHANICAL SPECIALTY, INC.
1155 BRITTMOORE STREET
HOUSTON, TEXAS 77043

Address

SEAL

READ AND EXAMINED:

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.
76-11
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that the contract with Rhonesboro Contractors, Inc., Tyler, Texas, for $94,788.00 for the base bid on the drainage improvements to land adjacent to Lanana Creek be approved and that the Chairman of the Board be authorized to sign the contract. Source of funds: Sixty-fourth legislature appropriations.
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Thirty First day of January, 1976

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

STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its

President, hereinafter called "Owner" and RHONESBORO CONTRACTORS, INC.

P. O. BOX 4299, TYLER, TEXAS 75701

hereinafter called "Contractor".

WITNESSETH, that the Contractor and the Owner for the con-
siderations 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

"DRAINAGE IMPROVEMENTS TO LAND ADJACENT TO LANANA CREEK,

STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"

prepared by Kent-Marsellos-Scott, Architects-Engineers,

Lufkin, Texas acting as and in these Contract Documents entitled the

Architect; and shall do everything required by this Agreement, the

"General Conditions" of 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 "DRAINAGE IMPROVEMENTS
TO LAND ADJACENT TO LANANA CREEK, STEPHEN F. AUSTIN STATE
UNIVERSITY, NACOGDOCHES, TEXAS"

sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions".

1. This Contract is to cover the General Contract Work, 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 by May 1, 1976. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.32 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, NINETY FOUR THOUSAND SEVEN HUNDRED EIGHTY EIGHT AND NO/100 DOLLARS ($94,788.00) out of Legislative Appropriation Funds and other 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:

$ 94,788.00  -  Base Bid
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.

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

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

b) **Comprehensive General Liability Insurance and Automobile Liability Insurance:** In an amount not less than **$500,000.00** for injuries, including personal injury or accidental death.
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 it's safety to the amount of money paid by the Owner on account of same. The Contractor may take out Builder's Risk Insurance of the insurable portion of the project if he desires.

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>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$9786</td>
</tr>
<tr>
<td>Materials</td>
<td>$5600</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$94,788.00</strong></td>
</tr>
</tbody>
</table>

31-42
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

RHONESBORO CONTRACTORS, INC.
P. O. BOX 4299
TYLER, TEXAS 75701
Address

READ AND EXAMINED:

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) Rhonesboro Contractors, Inc.
of (2) Tyler, Texas hereinafter called Principal and (3) Hanover Insurance Companies of Worcester State of Massachusetts 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 Ninety Four Thousand Seven Hundred Eighty-eight and no/100 DOLLARS ($ 94,788.00 ), 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 31st day of January, A. D., 1976, 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 21st day of January A.D., 1976.

ATTEST:

Rhonesboro Contractors, Inc.

Principal

(Principal) Secretary

Rhonesboro Contractors, Inc.

Vice President

SURETY

Hanover Insurance Companies

Surety

(Surety) Secretary

Hanover Insurance Companies

BY

Attorney-in-Fact

John F. Haynes

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) Rhonesboro Contractors, Inc.

a (2) Texas Corporation

of Tyler, Texas hereinafter called Principal and

(3) Hanover Insurance Companies of Worcester, State of Massachusetts 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 Ninety Four Thousand Seven Hundred Eighty-eight and no/100

$94,788.00

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 ________________ day of __________________, A. D., 19__,
a copy of which is hereto attached and made a part hereof for the
collection of:

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

21st day of January A.D., 1976.

ATTEST:

Rhonesboro Contractors, Inc.
Principal

(Principal) Secretary

BY

Vice President

SEAL

Witness as to Principal

Hanover Insurance Companies
Surety

(Surety) Secretary

BY Attorney-in-Fact

John F. Haynes

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.
76-12
Upon motion of Regent Bryce, seconded by Regent Perkins, with all members voting aye, it was ordered that the architectural services contract with Kent-Marsellos-Scott for the drainage improvements to the area adjacent to Lanana Creek 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 Thirty First day of January in the year Nineteen Hundred and Seventy Six 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-MARCELLOS-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, DRAINAGE IMPROVEMENTS TO LAND ADJACENT TO LANANA CREEK 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 State Appropriations of Sixty-Third Legislature, Regular Session, 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 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.
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.

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.

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
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 addi-
tional party or parties shall not constitute consent to arbitration of
any dispute not described therein or with any party not named or
described therein. This Agreement to arbitrate and any agreement
to arbitrate with an additional party or parties duly consented to by
the parties hereto shall be specifically enforceable under the pre-
vailing arbitration law.

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

11.3 The award rendered by the arbitrators shall be final, and judgment
may be entered upon it in accordance with applicable law in any court
having jurisdiction thereof.
ARTICLE 12

EXTENT OF AGREEMENT

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

ARTICLE 13

GOVERNING LAW

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By

31-72
Upon motion of Regent Cullum, seconded by Regent Powers, with all members voting aye, it was ordered that the contract with McCoy Construction Company, Tyler, Texas, for $85,430.50 for drainage improvements to the Coliseum parking lot be approved and the Chairman of the Board be authorized to sign the contract. Source of funds: Pledged Property Surplus.
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 31st day of January, 1976, by and
between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOG-
DOCHES, TEXAS, acting herein through its President, hereinafter called
"Owner" and McCOY CONSTRUCTION COMPANY, TYLER, TEXAS, hereinafter called
"Contractor."

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

1. The Contractor agrees to provide all of the materials, furnish the
labor, and do all things necessary to complete fully all of the
work shown on the Drawings and described in the Specifications en-
titled STORM DRAINAGE IMPROVEMENTS, COLISEUM PARKING LOT AND LAND
BETWEEN DORMITORIES 3 AND 14 of STEPHEN F. AUSTIN STATE UNIVERSITY,
NACOGDOCHES, TEXAS prepared by the University Physical Plants De-
partment; and shall do everything required by this Agreement, the
"General Conditions" of this Contract, the Drawings and the Specifi-
cations.

2. The "General Conditions" of the Contract, the "Supplementary Con-
ditions," the Drawings and the Specifications, together with this
Agreement, form the Contract, and they are as fully a part of the
Contract as if hereto attached or herein repeated. The following
is an enumeration of the Specifications and Drawings:
Drawings and Specifications entitled "STORM DRAINAGE IMPROVEMENTS, COLISEUM PARKING LOT AND LAND BETWEEN DORMITORIES 3 AND 14 OF STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS," sheet and section numbers as listed in Paragraph 1.1 of "Supplementary Conditions;"

1. This Contract is to cover the General Contract Work 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 shall control and govern.

2. The work called for and included in this Agreement is to be done under the direction of the University Resident Engineer, Mr. Ray Greene, 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 one hundred twenty (120) consecutive calendar days as stipulated in the specifications. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.32 of "Supplementary Conditions" and in Proposal. If the Contractor pursues completion of the work by the stated time, and if there is unusual weather which delays completion, the Owner will give due consideration to those things in assess-
sing liquidated damages.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, EIGHTY FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND FIFTY CENTS ($85,430.50) out of Pledged Property Surpluses available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

Base Bid - $85,430.50

The Owner shall make payment 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 Engineer, 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. 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 Engineer 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 University, with sureties acceptable to the Owner, conditioned:

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

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

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

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

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

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

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

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

1. Bodily Injury
   - $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. RISK: The work is entirely at the Contractor's risk until it is accepted by the Owner and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same.

The Contractor shall be financially responsible for any damage to the project and any finished surfaces and shall repair or replace any such damage to the satisfaction of the Engineer and the Owner.

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

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

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ___________________________ By ___________________________

McCOY CONSTRUCTION COMPANY
ROUTE 7, BOX 535, TYLER, TEXAS 75701

By ___________________________ By ___________________________
Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the 1976-77 room and board rates be approved as listed on the following page.
### Room and Board Rates for 1976-77

#### Fall or Spring Semester

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<th>Apartment, and Name</th>
<th>W/5 Day, 15 Meals</th>
<th>W/7 Day, 13 Meals</th>
<th>W/7 Day, 20 Meals</th>
<th>Summer Term W/7 Day, 20 Meals</th>
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<tr>
<td>Unit 2</td>
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<td>Unit 3</td>
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<td>Wisely Hall</td>
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<td>$520.00</td>
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<td>$545.00</td>
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<td>$565.00</td>
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<td>$520.00</td>
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<td>North Dorm</td>
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<td>Dorm 10</td>
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<td>Steen Hall</td>
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<td>$573.00</td>
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<td>Kerr Hall</td>
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<td>$558.00</td>
<td>$573.00</td>
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#### Apartments (without meals)

<table>
<thead>
<tr>
<th>s.</th>
<th>Rent for Month*</th>
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<tbody>
<tr>
<td>1 - 70</td>
<td>$82.50</td>
</tr>
<tr>
<td>74 - 96</td>
<td>98.50</td>
</tr>
<tr>
<td>127 - 166</td>
<td>98.50</td>
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<tr>
<td>200 - 299</td>
<td>110.00</td>
</tr>
<tr>
<td>rm 19 1 - 133</td>
<td>142.50</td>
</tr>
<tr>
<td>culty 1 - 16</td>
<td>150.00</td>
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</table>

*Apartment rent includes utilities, television cable (except Faculty Apartments); excludes telephone except in the Garner Apartments (#19) which has the Centrex system.

### Accounting Purposes Only:

<table>
<thead>
<tr>
<th>Type</th>
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</thead>
<tbody>
<tr>
<td>als</td>
<td>$315.00</td>
</tr>
<tr>
<td>oms (1,2,3,5,8,11)</td>
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</tr>
<tr>
<td>oms (7,10)</td>
<td>$230.00</td>
</tr>
<tr>
<td>oms (9,12,13,14,15,16,17,18)</td>
<td>$238.00</td>
</tr>
</tbody>
</table>

*Increase over 1975-76 - average of 6%*
76-15
Upon motion of Regent Cullum, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to make repairs and renovations to various dormitories during the summer of 1976, and to pay the costs, not to exceed $200,000.00 from the 1962 and 1965 Bond System Repair and Replacement Sinking Funds established for the purpose.

76-16
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following statement be adopted concerning vacation and sick leave:

In keeping with long-established policy, the vacation and sick leave regulations of Stephen F. Austin State University are those listed in the current Appropriations Bill with the following clarifications: (1) vacation time accrues only for persons employed half-time (i.e. 20 hours per week) or more on a twelve months' basis, and (2) sick leave is earned only by persons who are employed half-time or more.

76-17
Upon motion of Regent Gray, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to seek approval of the Coordinating Board for the construction of a greenhouse as a part of the agriculture complex. (The proposed greenhouse will contain 5,200 square feet and the estimated cost is $180,700.)

76-18
Upon motion of Regent Perkins, seconded by Regent Bryce, with all members voting aye, it was ordered that the University Library Building be named the RALPH W. STEEN LIBRARY, and the University be authorized to appropriately arrange the building's identification based upon the architectural recommendations so as to complete the project in time for a dedication of the building in conjunction with the annual meeting of the Board of Regents.

76-19
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the Board accept for Stephen F. Austin State University the gift of a collection of cut glass from President R. W. Steen, and that the University be authorized to provide a proper display and preservation thereof in the Department of Home Economics Building.
Upon motion of Regent Bryce, seconded by Regent Powers, 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:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 346</td>
<td>Agrostology</td>
<td>2</td>
</tr>
<tr>
<td>Agriculture/Forestry 434</td>
<td>Soil Fertility</td>
<td>3</td>
</tr>
<tr>
<td>Applied Arts &amp; Sciences 101</td>
<td>Elementary Typewriting</td>
<td>3</td>
</tr>
<tr>
<td>Chemistry/Forestry 425</td>
<td>Wood Chemistry</td>
<td>4</td>
</tr>
<tr>
<td>Economics 321</td>
<td>Economics of Recreational Business Development</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 121</td>
<td>Introduction to Teaching</td>
<td>2</td>
</tr>
<tr>
<td>Elementary Education 488</td>
<td>Bilingual/Bicultural Education</td>
<td>3</td>
</tr>
<tr>
<td>Management 472</td>
<td>Industrial Engineering for Management</td>
<td>3</td>
</tr>
<tr>
<td>Physics 118</td>
<td>Musical Acoustics</td>
<td>4</td>
</tr>
<tr>
<td>Physics 335</td>
<td>Radiation Physics</td>
<td>4</td>
</tr>
<tr>
<td>Physics 336</td>
<td>Reactor Physics</td>
<td>3</td>
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<tr>
<td>Physics 347</td>
<td>Mathematical Applications in Physics</td>
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**COURSES TO BE REVISED:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
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<tbody>
<tr>
<td>Agriculture 448</td>
<td>Range Management (3)</td>
<td>448</td>
<td>Range Management (3)</td>
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<tr>
<td>Office Administration 447</td>
<td>Executive Communications (3)</td>
<td>447</td>
<td>Organizational Communication (3)</td>
</tr>
<tr>
<td>Sociology 451</td>
<td>Social Stratification (3)</td>
<td>451</td>
<td>Social Inequalities (3)</td>
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**COURSES TO BE DELETED:**

<table>
<thead>
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<tbody>
<tr>
<td>Bible 120</td>
<td>Comparative Religion (3)</td>
</tr>
<tr>
<td>Bible 211</td>
<td>Bible Teaching on Marriage and the Home (2)</td>
</tr>
<tr>
<td>Bible 233</td>
<td>The Life of Paul (3)</td>
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</tbody>
</table>

*Same as Forestry 448.
COURSES TO BE DELETED (Continued)

<table>
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<td>Bible 353</td>
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<td>Bible 359</td>
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<tr>
<td>Elementary Education 101</td>
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<tr>
<td>Elementary Education 201</td>
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<tr>
<td>Geology 310</td>
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<tr>
<td>Physics 241</td>
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<td>Physics 242</td>
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<td>Physics 301</td>
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<td>Physics 410</td>
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<td>Physics 411</td>
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<tr>
<td>Sociology 361</td>
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<tr>
<td>Sociology 490</td>
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COURSES ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours</th>
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<tbody>
<tr>
<td>Agriculture 461</td>
<td>Chemical Control of Weeds</td>
<td>3</td>
</tr>
<tr>
<td>Computer Science 441</td>
<td>Principles of Systems Programming</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 488G</td>
<td>Bilingual/Bicultural Education</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 544</td>
<td>Individualizing Science Instruction</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 562</td>
<td>Advanced Practicum in Kindergarten</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 570</td>
<td>Compensatory Education</td>
<td>3</td>
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<tr>
<td>English 403</td>
<td>Medieval British Literature</td>
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</tr>
<tr>
<td>English 411</td>
<td>Teaching English as a Foreign Language</td>
<td>3</td>
</tr>
<tr>
<td>Geology 524</td>
<td>Earth Science Workshop for Teachers</td>
<td>4</td>
</tr>
<tr>
<td>Geology 532</td>
<td>Geophysical Exploration</td>
<td>3</td>
</tr>
<tr>
<td>Office Administration 530</td>
<td>Seminar in Business Communication Theory</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 466</td>
<td>Social Planning</td>
<td>3</td>
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</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>
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</thead>
<tbody>
<tr>
<td>Accounting 531</td>
<td>International Dimensions of Accounting and Taxation (3)</td>
<td>531</td>
<td>Profit Planning and Control in International Business Operation (3)</td>
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<tr>
<td>Philosophy 453</td>
<td>Nineteenth and Twentieth Century Philosophy (3)</td>
<td>453</td>
<td>Contemporary Philosophy (3)</td>
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<tr>
<td>Political Science 502</td>
<td>Seminar in Comparative European Governments (3)</td>
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<td>Seminar in Comparative Governments (3)</td>
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<tr>
<td>Secondary Education 560</td>
<td>Visual Literacy (3)</td>
<td>560</td>
<td>Educational Media Resources, and Production (3)</td>
</tr>
<tr>
<td>Sociology 451</td>
<td>Social Stratification (3)</td>
<td>451</td>
<td>Social Inequalities (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED:  (Graduate Council)

<table>
<thead>
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<th>Department and Number</th>
<th>Title and Credit</th>
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<tbody>
<tr>
<td>Philosophy 451</td>
<td>Theories of Knowledge (3)</td>
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<td>Philosophy 453</td>
<td>Contemporary Philosophy (3)</td>
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<tr>
<td>Philosophy 470</td>
<td>Problems and Topics (3)</td>
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<tr>
<td>*Sociology 465</td>
<td>Methods in Social Research (3)</td>
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<tr>
<td>Sociology 490</td>
<td>Teaching High School Sociology (3)</td>
</tr>
</tbody>
</table>

*Deleted for graduate credit only.
The meeting adjourned at 12:45 p.m.

C. G. Haas
Secretary