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Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
held in Huxley Bay, Texas
VOLUME NO. 33:1
July 31, 1976

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The meeting was called to order by Walter C. Todd, Chairman of the Board of Regents, at 10:00 a.m. July 31, 1976.

PRESENT:

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

ABSENT: James I. Perkins of Rusk

PRESENT: C. G. Haas, Secretary to the Board  
Dr. William R. Johnson, President of the University

PRESENT:

Visitor: Carl Parks, Student
Upon motion of Regent Cullum, seconded by Regent Gray, with all members voting aye, it was ordered that the minutes of the meeting of April 24, 1976, be approved.

Upon motion of Regent Powers, seconded by Regent Gray, with all members voting aye, it was ordered that the following adjustments to the summer budget be approved:

1. Division of Applied Arts and Sciences

   Dr. Billy Ray Bowman, 32, Ph.D. (Texas A&M University), Instructor (30% time) at Jasper and Dayton Centers at a salary rate of $2,400, effective June 1, 1976 through August 10, 1976.

   Ms. Margie Cain, 28, M.Ed. (University of Houston), Visiting Lecturer (100% time) at a salary rate of $1,200, effective June 1, 1976 through July 8, 1976.

   Dr. Eli Douglas, 43, Ed.D. (North Texas State University), Instructor (25% time) at Duncanville Center at a salary rate of $1,200, effective June 1, 1976 through July 8, 1976.

   Dr. Frank Jackson, 37, Ed.D. (North Texas State University), Instructor (25% time) at Duncanville Center at a salary rate of $1,200 for First Summer Session, 1976.

   Dr. Charles Don Geilker, 43, Ph.D. (Case Western Reserve University), (100% time) Visiting Professor of Physics at a salary rate of $1,588 for the Second Summer Session, 1976.

   Ms. Ann Ittner, 31, M.Ed. (Duke University), Visiting Lecturer (100% time) at a salary rate of $1,000, effective June 7, 1976 through July 8, 1976.

   Mr. Lee Pennington, 43, M.Ed. (East Texas State University), Instructor (25% time) at Dayton Center at a salary rate of $800, effective First Summer Session, 1976.

   Dr. Douglas Prewitt, 41, Ph.D. (Texas A&M University), Instructor (20% time) at Dayton Center, effective June 1, 1976 through August 10, 1976 at a salary rate of $1,600.

   Dr. Carl T. Rutledge, 32, Ph.D. (University of Arkansas), Visiting Professor of Physics (100% time) at a salary rate of $6,232, effective June 1, 1976 through August 10, 1976.

   Dr. Robert B. Sewell, 50, Ph.D. (East Texas State University), Instructor (100% time) at Garland Center, effective June 1, 1976 through July 8, 1976 at a salary rate of $1,800.
Dr. James Watson, 33, Ph.D. (University of Arkansas), Visiting Lecturer (100% time) of Physics at a salary rate of $1,500 effective First Summer Session, 1976.

Dr. Sue Jones, 50, Ph.D. (Texas Woman's University), Professor of Home Economics, at a salary rate of $3,625, effective July 12, 1976 through August 6, 1976. Dr. Jones will conduct a European tour.

2. Department of English

Mr. Wilbert Love, Jr., 31, M.A. (Stephen F. Austin State University), Graduate Intern in English (40% time) at a salary rate of $750, effective Second Summer Session, 1976. This appointment is contingent upon sufficient enrollment in English 131.

Dr. Leonard Cheever, 37, Ph.D. (University of California), Associate Professor of English at a salary rate of $1,458.34 for 50% time, effective Second Summer Session, 1975.

76-56
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the following changes in status for the summer budget be approved:

1. Applied Arts and Sciences

Dr. Marlin Young, Assistant Professor of Office Administration, from 50% time at $2,020.67 for the Second Summer Session, 1976 to 50% time at $2,020.67 for the First Summer Session, 1976. This is to correct a budget error.

2. Department of Accounting

Dr. Cecil Dollar, Jr., Professor of Accounting, from 100% time at $3,333.33 for Summer I to 50% time at $1,666.67 for Summer I and 100% time at $3,333.33 for Summer II, 1976. The increased assignment is necessitated by the resignation of Dr. John Meredith.

Dr. John Meredith, Assistant Professor of Accounting and Computer Science, from 50% time at $1,416.67 in Computer Science for Summer I and 100% time at $2,833.33 in Accounting for Summer II to 50% time in Accounting at $1,416.67 and 50% time in Computer Science at $1,416.67 for the First Summer Session, 1976 only.

3. Department of Biology

Dr. J. Herndon Burr, Professor of Biology, from 50% time at $1,750 for the First Summer Session, 1976 to sick leave.

Dr. Homer T. Russell, Professor of Biology, from 50% time at $1,791.66 to 100% time at $3,583.32 for the First Summer Session, 1976 only. This change is necessitated because of Dr. Burr's illness.
4. Department of Chemistry

Dr. Bennie F. Walker, Associate Professor of Chemistry, from a salary of $3,200 to $3,700 for the months of June and July, 1976. This reflects an amendment to Welch Foundation Grant.

5. Department of English

Dr. Sidney Bellamy, Assistant Professor of English, from 100% time at $2,541.67 to no employment during the summer, 1976 in order to accept an NEH grant at the University of Washington.

Dr. Neal Houston, Professor of English, from 50% time at $1,812.50 to sick leave for the Second Summer Session, 1976 only.

Dr. Carroll Schoenewolf, Assistant Professor of English, from 50% time at $1,874.83 for First Summer Session to 100% time at $2,541.67 for Second Summer Session, 1976. The class in Alief for First Summer Session was cancelled.

6. Department of Geology

Dr. Hershel L. Jones, Assistant Professor of Geology, to reverse the time from 50% for First Summer Session and 100% for Second Summer Session to 100% time for First Summer Session and 50% time for Second Summer Session, 1976. This is to correct a budget error.

7. Department of History

Dr. John W. Dahmus, Assistant Professor of History, from 100% time at $2,625 for Second Summer Session to no employment in order to accept an NEH grant at Ohio State University.

Dr. Jere Jackson, Assistant Professor of History, from 100% time at $2,333.33 for First Summer Session only to 100% time at $2,333.33 for First Summer Session and 50% time at $1,166.67 for Second Summer Session, 1976. The increased assignment is necessitated by Dr. Dahmus' resignation from the Second Summer Session.

Dr. James L. Nichols, Professor of History, at $1,916.67 for 50% time for the Second Summer Session. This assignment is necessitated by Dr. Dahmus' resignation from the Second Summer Session.

76-57
Upon motion of Regent Golden, 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. Department of Accounting

Ms. Carolyn Conn, 24, M.B.A. (University of Arkansas), Instructor of Accounting at a salary rate of $12,500 for nine months, effective Fall Semester, 1976.
2. Department of Agriculture

Mr. Cletus G. Grady, 26, B.S. in Agriculture (Stephen F. Austin State University), Manager-Operator of Dairy Farm at a salary rate of $8,500 for twelve months, effective June 1, 1976.

3. Department of Art

Mr. Jon Donnel Wink, 38, M.F.A. (University of Washington), Professor of Art and Head of the Department of Art at a salary rate of $30,000 for twelve months, effective Fall Semester, 1976.

Mr. Larry Wayne Costello, 31, M.F.A. (Stephen F. Austin State University), Graduate Teaching Intern in Art at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

Mr. Gary David Hearne, 27, M.A. (Stephen F. Austin State University), Graduate Teaching Intern in Art at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

4. Department of Communication

Mr. William Joseph Oliver, 34, M.A. (University of Mississippi), Assistant Professor of Communication at a salary rate of $13,500 for nine months, effective Fall Semester, 1976.

5. Department of Computer Science

Dr. Denis M. Hyams, 31, Ph.D. (University of Southwestern Louisiana), Assistant Professor of Computer Science at a salary rate of $16,000 for nine months, effective Fall Semester, 1976.

Mr. Jimmy Wayne Spence, 30, M.B.A. (Texas Tech University), Assistant Professor of Computer Science at a salary rate of $15,000 for nine months, effective Fall Semester, 1976.

6. Department of Economics

Dr. Patrick Michael Conn, 35, Ph.D. (University of Arkansas), Assistant Professor of Economics at a salary rate of $17,000 for nine months, effective Fall Semester, 1976.

7. Department of English

Ms. Constance Hill Hall, 43, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $2,250 for 50% time for the Fall Semester, 1976 only.
Mr. Keith William Harvey, 24, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $6,750 for 75% time for nine months, effective Fall Semester, 1976.

Ms. Janet L. Hutcheson, 27, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $6,750 for 75% time for nine months, effective Fall Semester, 1976.

Ms. Paula Gahn Johnston, 26, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $3,375 for 75% time for the Fall Semester, 1976 only.

Mr. Wilbert Love, Jr., 31, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

Ms. Janet Gail Perry, 26, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $3,375 for 75% time for the Fall Semester, 1976 only.

Ms. Molly Travis, 25, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $3,375 for 75% time for the Fall Semester, 1976 only.

Mr. Kenneth James Weitz, 27, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $3,375 for 75% time for the Fall Semester, 1976 only.

Mr. Holly Kirby Whitten, 27, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $6,750 for 75% time for nine months, effective Fall Semester, 1976.

8. Department of Health and Physical Education

Dr. Carolyn Beth Mitchell, 37, Ph.D. (Texas Woman's University), Associate Professor of Women's Health and Physical Education at a salary rate of $16,500 for nine months, effective Fall Semester, 1976.

9. Department of Home Economics

Ms. Belinda Joyce Boshell, 24, M.S. (Texas Woman's University), Graduate Intern in Home Economics at a salary rate of $4,500 for the Fall Semester, 1976 only.

10. Department of Mathematics

Mr. Donald Lester Clark, 28, M.S. (Stephen F. Austin State University), Graduate Intern in Mathematics at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.
Ms. Barbara Ann Scott, 23, M.S. (Stephen F. Austin State University), Graduate Intern in Mathematics at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

11. Department of Music

Dr. Robert Lewis Blocker, 30, D.M.A. (North Texas State University), Assistant Professor of Music and Head of the Department of Music at a salary rate of $24,000 for twelve months, effective Fall Semester, 1976.

12. Department of Physics

Mr. Michael Leo Goad, 32, M.S. (East Texas State University), Laboratory Coordinator in Physics at a salary rate of $10,000 for nine months, effective Fall Semester, 1976.

13. Department of School Services

Ms. JoRhea Pevey, 44, M.Ed. (Stephen F. Austin State University), Graduate Intern in School Services at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

Mr. James Edward Lather, 37, M.S. (North Texas State University), Instructor in School Services at a salary rate of $2,500 for 50% time for the Fall Semester, 1976 only.

14. Department of Secondary Education

Mr. Johnny Robert Sciacca, 32, M.Ed. (Stephen F. Austin State University), Graduate Intern in Secondary Education at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.

15. Department of Sociology

Mr. Victor Hugo Sims, 33, M.S. (Arizona State University), Instructor in Sociology at a salary rate of $11,000 for nine months, effective Fall Semester, 1976.

16. School of Forestry

Mr. Billy K. Lemons, 24, B.S.F. (Stephen F. Austin State University), Forest Technologist at a salary rate of $9,000 for twelve months, effective Fall Semester, 1976.

17. Student Affairs

Mrs. Sandra Lee Langham, 27, Administrative Secretary, Vice President for Student Affairs, at a salary rate of $7,200 for twelve months, effective July 1, 1976.
18. Physical Plant

Mr. Anibal Martinez, 34, Custodial Supervisor II at a salary rate of $9,500 for twelve months, effective May 3, 1976.

Mr. Gary R. Moffat, 27, Safety Director at a salary rate of $13,000 for twelve months, effective July 1, 1976.

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

1. Department of Accounting

Dr. John W. Meredith, Assistant Professor of Accounting and Computer Science, effective August 31, 1976. Dr. Meredith has accepted employment at another university.

Dr. John W. Stevenson, Professor of Accounting and Head of the Department of Accounting, effective August 31, 1976. Dr. Stevenson has accepted employment at another university.

2. Department of Agriculture

Mr. Homer Gene McCall, Instructor of Agriculture, effective May 31, 1976. Mr. McCall has completed his temporary contract.

3. Department of Art

Mr. Robert Edwin Cox, Teaching Intern in Art, effective May 31, 1976. Mr. Cox has completed his temporary contract.

4. Department of Communication

Dr. William G. Powers, Assistant Professor of Communication, effective August 23, 1976. Dr. Powers has accepted employment at another university.

5. Department of Elementary Education

Ms. Diana Maria Garcia, Instructor of Elementary Education, effective May 31, 1976. Ms. Garcia resigned to be married and will reside in Houston.

6. Department of Geology

Dr. Don D. Anderson, Assistant Professor of Geology, effective August 31, 1976. Dr. Anderson has been on leave and has now resigned for personal reasons.
7. Department of Home Economics

Ms. Lydia Lou Roper, Instructor of Home Economics, effective May 31, 1976. Ms. Roper has accepted employment at another university.

8. Department of School Services

Ms. Judith A. Newsome, Assistant Professor of School Services, effective July 9, 1976. Ms. Newsome has resigned for personal reasons.

9. Department of Sociology


10. University Library


Ms. Brenda Joyce Mathers, Acquisitions Librarian I, effective July 9, 1976. Ms. Mathers is moving from the Nacogdoches area.

11. Student Affairs

Mrs. Karen Langford, Administrative Secretary, Vice President for Student Affairs, effective June 30, 1976. Mrs. Langford is moving to Stafford, Texas.

Ms. Jennifer Sue Larson, Intramural Supervisor, Department of H.P.E., effective June 30, 1976. Ms. Larson left to take a position at another institution.

12. Physical Plant

Mr. Jerry C. Long, Custodial Supervisor II, effective April 30, 1976. Mr. Long accepted other employment.

Upon motion of Regent Golden, seconded by Regent Justice, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Accounting

Ms. Sharon Graves, Instructor of Accounting, from a 50% time appointment at $5,000 to 100% time at a salary rate of $11,000, effective Fall Semester, 1976.

Ms. Peggy Self, Instructor of Accounting, from 50% time appointment at $5,000 to 100% time at a salary rate of $11,000, effective Fall Semester, 1976.
1. Department of Accounting

Dr. John D. Whitt, Professor of Accounting, to Professor of Accounting and Acting Department Head at a salary rate of $21,750 for nine months beginning with the Fall Semester, 1976.

2. Department of Biology

Mr. William N. Jackson, Supervisor of Stores, from $8,900 to $9,850 for twelve months, effective Fall Semester, 1976. The new salary is more in keeping with Mr. Jackson's responsibilities.

3. Department of Health and Physical Education

Dr. Lucille Norton, Professor of Women's Health and Physical Education, from 100% time to 25% time at a nine month salary rate of $5,687.50 effective Fall Semester, 1976.

4. Department of School Services

Ms. Vera G. Graham, Assistant Professor of School Services, from 100% to 50% time at $7,500, effective Fall Semester, 1976. Ms. Graham will teach half-time at the Garland Teaching Center while enrolled in a doctoral program at North Texas State University.

5. Physical Plant

Mr. John A. Grier, from a Plumber on an hourly basis to a Plumbing Foreman at a salary rate of $11,208 for twelve months, effective July 1, 1976.

76-60

Upon motion of Regent Golden, seconded by Regent Bryce, with all members voting aye, it was ordered that the following requests for leaves of absence be approved:

1. Department of General Business

Dr. Chester Lee Allen, Assistant Professor of General Business, effective 1976-77 academic year. Dr. Allen will serve as Visiting Professor of Finance at Virginia Tech.

2. Department of Home Economics

Ms. Mary Kate Weems, Instructor of Home Economics, effective Fall Semester, 1976 only. Ms. Weems is requesting maternity leave.

3. Department of Political Science

Dr. Wayne Earl Johnson, Associate Professor of Political Science, effective 1976-77 academic year. Dr. Johnson has received a National Endowment for the Humanities Fellowship at Princeton University.
4. Department of School Services

Ms. Hettie F. Legg, Instructor of School Services, effective Fall Semester, 1976 only. Ms. Legg is requesting maternity leave.

76-61
Upon motion of Regent Justice, seconded by Regent Powers, with all members voting aye, it was ordered that the following retirement be accepted:

1. Department of Mathematics


76-62
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following adjustments to voluntary service charges be made:

1. Motor vehicle registration permits will be increased from $10 to $12 per vehicle for twelve months, with a limit of two vehicles per individual. The fee for summers only will remain $3 per vehicle for one or both six-week sessions.

2. The voluntary Health Service Fee will be increased to $15 per student per semester in the Fall or Spring and will remain $5 for each six-week summer session.

76-63
Upon motion of Regent Bryce, seconded by Regent Gray, with all members voting aye, it was ordered that the following budget adjustments for fiscal year 1976 be approved:

1. Education and General Funds:

<table>
<thead>
<tr>
<th>Account</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1025</td>
<td>Opr. Exp. of Practice Teaching</td>
<td>$1,600</td>
</tr>
<tr>
<td>1024</td>
<td>Time Base Corrector Device</td>
<td>3,650</td>
</tr>
<tr>
<td>1026</td>
<td>Hourly Labor</td>
<td>$2,300</td>
</tr>
<tr>
<td>1031</td>
<td>Supplies for Riflery</td>
<td>576</td>
</tr>
<tr>
<td>1032</td>
<td>Tennis Nets</td>
<td>557</td>
</tr>
<tr>
<td>1046</td>
<td>Elem. Music Teacher Workshop</td>
<td>3,750</td>
</tr>
<tr>
<td>1052</td>
<td>Color Porta Pak Camera</td>
<td>5,600</td>
</tr>
<tr>
<td>1080</td>
<td>Summer Field Course</td>
<td>1,000</td>
</tr>
<tr>
<td>1086</td>
<td>Petrographic Microscopes (2)</td>
<td>5,900</td>
</tr>
<tr>
<td>1101</td>
<td>Travel for Coordinating Bd. Study</td>
<td>800</td>
</tr>
<tr>
<td></td>
<td>Hourly Auditorium Supervisor Wages</td>
<td>1,000</td>
</tr>
<tr>
<td></td>
<td>Feeds, Fertilizer, etc.</td>
<td>5,000</td>
</tr>
<tr>
<td>Account</td>
<td>Purpose</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------</td>
<td>----------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>k. 1405</td>
<td>Personnel Services</td>
<td></td>
</tr>
<tr>
<td>l. 1900</td>
<td>Stone Fort Museum</td>
<td></td>
</tr>
<tr>
<td>m. 1301</td>
<td>President</td>
<td></td>
</tr>
</tbody>
</table>

**Account Purpose**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Student Assistant Wages $1,000</td>
</tr>
<tr>
<td>Travel 2,000</td>
</tr>
<tr>
<td>($34,833)</td>
</tr>
</tbody>
</table>

**Total Additions to Above Accounts**

2. Auxiliary Enterprise Funds:

<table>
<thead>
<tr>
<th>Account</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 5090</td>
<td>Student Publications</td>
<td>$10,975</td>
</tr>
<tr>
<td>b. 5150</td>
<td>Student Government</td>
<td></td>
</tr>
<tr>
<td>c. 5180</td>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>d. 5205</td>
<td>Bicentennial Speakers</td>
<td></td>
</tr>
<tr>
<td>e. 5206</td>
<td>Fall Carnival</td>
<td></td>
</tr>
<tr>
<td>f. 5210</td>
<td>Forestry Camp</td>
<td></td>
</tr>
<tr>
<td>g. 5281</td>
<td>Soccer</td>
<td></td>
</tr>
<tr>
<td>h. 5300</td>
<td>Black Emphasis Week</td>
<td></td>
</tr>
</tbody>
</table>

**Purpose**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearbook/Newspaper $10,975</td>
</tr>
<tr>
<td>Hourly Wages, Other Oper. Expenses 2,000</td>
</tr>
<tr>
<td>New Police Car, Hourly Wages 13,678</td>
</tr>
<tr>
<td>Speakers' Fees 2,000</td>
</tr>
<tr>
<td>Temporary Electric Services 300</td>
</tr>
<tr>
<td>Student Activities 500</td>
</tr>
<tr>
<td>Travel Expenses 200</td>
</tr>
<tr>
<td>Art Show, Dance, Exhibits 2,000</td>
</tr>
</tbody>
</table>

**Total Additions to Above Accounts**

3. Pledged Properties' Funds:

<table>
<thead>
<tr>
<th>Account</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Various Dorms (1-18)</td>
<td>Utilities, Supplies, Maintenance $100,000</td>
<td></td>
</tr>
<tr>
<td>b. Various Apts. (1-367)</td>
<td>Utilities, Supplies, Maintenance 40,000</td>
<td></td>
</tr>
<tr>
<td>c. 5616 Big Name Entertainment</td>
<td>Fees, Operating Expenses 48,390</td>
<td></td>
</tr>
<tr>
<td>d. 5620 University Center Administration</td>
<td>Repairs, Painting, Equipment 10,200</td>
<td></td>
</tr>
<tr>
<td>e. 5580 U. C. Cafeteria</td>
<td>Hourly Wages 18,900</td>
<td></td>
</tr>
<tr>
<td>f. 5660 U. C. Beauty Shop</td>
<td>Wages for Operator 3,500</td>
<td></td>
</tr>
<tr>
<td>g. 5640 U. C. Games Area</td>
<td>Hourly Student Labor 800</td>
<td></td>
</tr>
<tr>
<td>h. 5610 U. C. Vista Inn</td>
<td>Hourly Student Labor 5,000</td>
<td></td>
</tr>
<tr>
<td>i. 5600 U. C. Bookstore</td>
<td>Hourly Student Labor 5,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total Additions to Above Accounts**

4. Utilities (Purchased):

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Classroom, General Service and Administration Bldgs. $150,000</td>
</tr>
<tr>
<td>For Student Activities' Facilities (i.e., stadium, coliseum, 24 tennis courts, playing fields, etc.) 25,000</td>
</tr>
</tbody>
</table>

**Total Additions to Above Accounts**

**Source of Funds:**

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education and General Surplus $150,000</td>
</tr>
<tr>
<td>Auxiliary Enterprise Surplus 25,000</td>
</tr>
</tbody>
</table>
Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the contract with T. G. Evans Company of Nacogdoches, Texas, for renovations of dormitories for $572,579 be ratified as approved by the Building Committee in accordance with an authorization in the Board Meeting of April 24, 1976. Source of Funds: 1962 Renovation Sinking Fund and Pledged Properties Surplus.
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Fourth day of June, 1976

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its
President, hereinafter called "Owner" and T. G. EVANS COMPANY, P. O. BOX
763, NACOGDOCHES, TEXAS 75961

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
"RENOVATIONS DORMITORIES 7, 13, 14, MAYS HALL (DORM. 11) AND
GIBBS HALL (DORM. 8), STEPHEN F. AUSTIN STATE UNIVERSITY"
prepared by Kent-Marsellos-Scott, Architects-Engineers,
Lufkin, Texas acting as and in these Contract Documents entitled the
Architect; and shall do everything required by this Agreement, the
"General Conditions" of the Contract, the Drawings and the Specifications.

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

Drawings and Specifications entitled "RENOVATIONS DORMITORIES 7, 13,
14, MAYS HALL (DORM. 11) AND GIBBS HALL (DORM. 8), STEPHEN F.
AUSTIN STATE UNIVERSITY"
sheet and section numbers as listed in Paragraph 1.1 of "Supplementary
Conditions"; and the following:

Addendum No. 1, dated May 3, 1976, Pages 1-3

Addendum No. 2, dated May 7, 1976, Page 1, Detail Sheet SM-1,
Drawing Sheets E-5 & E-6 (revised 5/76)

Addendum No. 3, dated May 10, 1976, Page 1

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

Plumbing, Heating and Air Conditioning and Electric Work, com-
plete. 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 1.41 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, SIX HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED SEVENTY SEVEN DOLLARS AND NO/100 DOLLARS ($686,477.00)

$413,000.00 will be out of 1962 Housing System Renovation Funds and the balance of this sum will be from pledged property surplus funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The basis of the above contract price is as follows:

| Base Bid | - | $686,477.00 |
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 1.5 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></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$580,000</td>
</tr>
<tr>
<td>Materials</td>
<td>$137,477</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$686,477</strong></td>
</tr>
</tbody>
</table>

-9-

33-22
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

T. G. EVANS COMPANY
P. O. BOX 763
NACOGDOCHES, TEXAS 75961
Address

SEAL

By

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 G70-75

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

NAME & ADDRESS OF INSURED: T. G. Evans dba T. G. Evans Company, Box 703, Nacogdoches, Texas

COVERING (SHOW PROJECT NAME AND/OR NUMBER AND LOCATION):

Stephen F. Austin State University Renovations Dorms 7, 8, 11, 13, 14

Addressee: Board of Regents, Stephen F. Austin State University & Kent, Mareslos & Scott, Architects-Engineers 404 Perry Building, Lufkin, Texas 75901

<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>46WH506723</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(b) Employers’ Liability</td>
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<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td>46PNC640851</td>
<td>8/15/75-76</td>
<td>$500,000. Each Occurrence—Premises and Operations</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 above 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 of the foregoing, fifteen (15) days written notice shall be given to the party to whom this certificate is addressed.

STENT OF CERTIFICATION

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

Hartford Casualty Insurance Company
NAME OF INSURANCE COMPANY
Hartford, Conn.

Thompson Associates Insurance Agency
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) T. G. EVANS COMPANY

and

(2) individual

of Nacogdoches, Texas hereinafter called Principal and

(3) TRINITY UNIVERSAL INSURANCE COMPANY of City of Dallas

State of Texas 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 Five Hundred Seventy Two Thousand Five Hundred Seventy Nine and

No/100 - - - - - - - - - - DOLLARS ($572,579.00)

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 __4th__ day of __June__, __1976__,

a copy of which is hereto attached and made a part hereof for the

construction of: __Renovations Dormitories 7, 13, 14, Mays Hall(Dorm. 11) and Gibbs Hall(Dorm. 8)__, for __Stephen F. Austin State University, Nacogdoches, Texas__.

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

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

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

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the  4th day of June, A.D., 1976

ATTEST:

T. G. EVANS COMPANY

(Principal) Secretary

SEAL

Witness as to Principal

Tyler, Texas

Address

ATTEST:

TRINITY UNIVERSAL INSURANCE COMPANY

(Surety) Secretary

Witness as to Surety

Tyler, Texas

Address

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

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

T. G. EVANS COMPANY

of (2) Nacogdoches, Texas hereinafter called Principal and (3) TRINITY UNIVERSAL INSURANCE COMPANY of City of Dallas, Texas, hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of Five Hundred Seventy Two Thousand Five Hundred Seventy Nine and No/100 DOLLARS ($572,579.00), 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 4th day of June, 1976, a copy of which is attached hereto and made a part hereof

for the construction of: Renovations Dormitories 7, 13, 14, Mays Hall(Dorm. 11) and Gibbs Hall(Dorm. 8), for Stephen F. Austin State University, Nacogdoches, Texas.
(Herein called the "Work").

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

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

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 4th day of June, A.D., 1976.

ATTEST:

T. G. EVANS COMPANY
Principal

(Principal) Secretary

SEAL

Margaret Baldini
Witness as to Principal

Tyler, Texas
Address

ATTEST:

TRINITY UNIVERSAL INSURANCE COMPANY
Surety

(Surety) Secretary

Margaret Baldini
Witness as to Surety

Tyler, Texas
Address

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

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
76-65
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that the Architectural Services Contract with Kent-Marsellos-Scott for the Dormitories Renovations Project be ratified as approved by the Building Committee in accordance with the authorization of the Board in session April 24, 1976.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Fourth day of April 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, certain modifications, conversions, repairs, or maintenance work on buildings, utilities or other campus work and such other miscellaneous services for which standard fees would not be applicable, as the Owner may direct, 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) Compensation for the Architect's Basic Services as described in Paragraph 1.1 shall be as follows:

1. For direct personnel expense as defined in Article 4, the hourly rates of salary costs times a multiplier of 2.5.

   Salary cost for the Architect Principals shall be at the rate of $14.00 per hour.

2. Invoice cost plus 25% for Professional Consultants.

Such payments and every payment herein provided shall be from the same source of funds as the Building Project 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 listed above for Basic Services.

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.

-8-
1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

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

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

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

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

1.3.7 Providing services for planning tenant or rental spaces.

1.3.8 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.9 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
1.3.10 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.11 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

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

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

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

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.
2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any default or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3
CONSTRUCTION COST

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

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;
3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work; or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statement of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.
3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

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

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of
Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, within a reasonable time, or (2) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (2) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest
of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

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

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Partial payments on account of the Architect's Basic Services shall be made monthly based on the Architect's Personal Services.

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 Para-
graph 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 ac-
count 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 abandon-
ment.

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 Addi-
tional Services on the Project and for services performed on the basis
of a Multiple of Direct Personnel Expense shall be kept on a generally
recognized accounting basis and shall be available to the Owner or
his authorized representative at mutually convenient times.
ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

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

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

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

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on
other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

**ARTICLE 10**

**SUCCESSORS AND ASSIGNS**

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

**ARTICLE 11**

**ARBITRATION**

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent
containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

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

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

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

ARTICLE 13
GOVERNING LAW

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ____________________________
President of the Board

ATTEST:

____________________________________
Secretary - President

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By ____________________________
76-66
Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the contract with Navasota Roofing Company of Navasota, Texas, for reroofing certain buildings for $46,627 be ratified as approved by the Building Committee June 1, 1976.
CONTRACT

THE STATE OF TEXAS  
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 29 day of June, 1976

by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN
STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its
President, hereinafter called "Owner" and NAVASOTA ROOFING COMPANY,
BOX 350, NAVASOTA, TEXAS 77868

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
"ROOFING & SHEET METAL WORK 1976 - GIBBS HALL (DORM. 8), MAYS
HALL (DORM. 11), WISELY HALL, DORM. 14, DORM. 13 & DORM. 10,
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 "ROOFING & SHEET METAL WORK 1976 - GIBBS HALL (DORM. 8), MAYS HALL (DORM. 11), WISELY HALL, DORM. 14, DORM. 13 & DORM. 10, 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 March 30, 1976, Page 1
Addendum No. 2, dated April 5, 1976, Page 1
Addendum No. 3, dated April 6, 1976, Page 1

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

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

3. The work 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 $50.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in "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, FORTY SIX THOUSAND SIX HUNDRED TWENTY SEVEN AND NO/100 ($46,627.00) out of 1962 Housing System Renovation 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          | $ 46,627.00 |

-3-

33-57
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:** Delete the first sentence of Paragraph 11.3 of General Conditions. The work is entirely at the Contractor's risk until it is accepted by the Owner, and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same. The Contractor shall take out Comprehensive Builder's Risk Insurance on 100% of the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors as their interest may appear, for loss by fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism and malicious mischief-including structures, materials and equipment.

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>
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<tbody>
<tr>
<td>Labor</td>
<td>$28,846.50</td>
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<tr>
<td>Materials</td>
<td>$17,781.00</td>
</tr>
<tr>
<td>Total</td>
<td>$46,627.00</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

NAVASOTA ROOFING COMPANY
BOX 350
NAVASOTA, TEXAS 77868
Address

SEAL

READ AND EXAMINED:

By

SECRETARY

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
PERFORMANCE BOND
(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

of (2) hereinafter called Principal and (3) Meritplan & Balboa Insurance Company of Newport Beach State of California

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 forty-six thousand, six hundred twenty-seven and no hundreds

DOLLARS ($46,627.00), 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 29th day of June, 1976, a copy of which is attached hereto and made a part hereof

for the construction of: roofing work on Gibbs & Mays Hall and Sheet Metal work on balance - Stephen F. Austin University

33-65
(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 29th day of June A.D., 1976.

ATTEST:

[Signature]
Principal

[Signature]
(Principal) Secretary

SEAL

[Signature]
Witness as to Principal

[Address]

[Signature]
(Surety) Secretary

Carmella Walther

[Signature]
Meritplan & Balboa Insurance Company
Surety

[Signature]
BY Attorney-in-Fact
A. W. Gray

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) Navasota Roofing Company

a (2) ________________________________

of ________________________________ hereinafter called Principal and

(3) Meritplan Insurance & Balboa Insurance Company

State of California 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 forty-six thousand, six hundred twenty-seven and no hundreds

DOLLARS ($ 46,627.00)

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,
-2-

dated the day of June, A.D., 1976,
a copy of which is hereto attached and made a part hereof for the
construction of: *roofing work on Gibbs & Mays Hall and Sheet Metal*

work on balance - Stephen F. Austin University

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

This bond is made and entered into solely for the 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

29th day of June A.D., 1976.

ATTEST:

(Principal) Secretary

BY

(Principal) Secretary

SEAL

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

Carmella Walther

Carmella Walther

Meritplan & Balboa Insurance Company

(Surety) Secretary

By

(Surety) Secretary

A. W. Gray

Attest:

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.
CERTIFICATE OF INSURANCE

AIA DOCUMENT C705

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

NAME & ADDRESS OF INSURED: NAVASOTA ROOFING COMPANY, P. O. Box 350, Navasota, Texas

COVERING PROJECT NAME: Roofing & Sheet Metal Work 1976 - Stephen F. Austin State University

Address: STEPHEN F. AUSTIN STATE UNIVERSITY
Nacogdoches, Texas

Date: July 2, 1976

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<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>UC16045</td>
<td>5-1-76/78</td>
<td>$500,000. One Accident and Aggregate Disease</td>
</tr>
<tr>
<td>(b) Employers' Liability</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td>CCP1874914</td>
<td>5-1-75/78</td>
<td>$500,000. Each Occurrence—Premises and Operations</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td></td>
<td>Same</td>
<td>$500,000. Each Occurrence—Independent Contractors</td>
</tr>
<tr>
<td>(b) Personal Injury</td>
<td>Same</td>
<td>Same</td>
<td>$500,000. Each Occurrence—Contractual</td>
</tr>
<tr>
<td>(c) Property Damage</td>
<td>Same</td>
<td>Same</td>
<td>$500,000. Aggregate—Completed Operations and Products</td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability</td>
<td>CCP1874914</td>
<td>5-1-75/78</td>
<td>$100,000. Each Person—Premises—Operations</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td></td>
<td></td>
<td>$100,000. Each Occurrence—Independent Contractor</td>
</tr>
<tr>
<td>(b) Property Damage</td>
<td></td>
<td></td>
<td>$100,000. Each Occurrence—Completed Operations and Products</td>
</tr>
<tr>
<td>4. (Other)</td>
<td></td>
<td></td>
<td>$100,000. Each Occurrence—Contractual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$100,000. Aggregate—Operations, Independent Contractor Products and Contractual</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] No
2. Is Occurrence Basis Coverage provided under Property Damage Liability? [X] No
3. Is Broad Form Property Damage Coverage provided for this Project? [X] No
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured? [X] No
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured? [X] No

UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES

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

CANCELLATION OR NON-RENEWAL

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

EXTENT OF CERTIFICATION

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

Transportation Insurance Company
NAME OF INSURANCE COMPANY
Chicago, IL
ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE
HOUSTON CASUALTY AGENCY

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

33-71
Upon motion of Regent Justice, seconded by Regent Bryce and Golden, with all other members voting aye, it was ordered that the fiscal year 1978-79 Biennium Legislative Appropriation Request, for an aggregate appropriation of $19,882,449 for fiscal year 1978 and $20,423,056 for fiscal year 1979, be approved as submitted under separate cover.

Upon motion of Regent Powers, seconded by Regent Golden, with all members voting aye, it was ordered that Regent Bryce be appointed Chairman and Regents Justice and Gray be members of a special committee to study the future project of a landfill of the intramural playing fields, for which funds are requested in the Biennium Legislative Appropriation Request for fiscal years 1978 and 1979.

Upon motion of Regent Gray, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to obtain bids on a Water Main Extension from the existing end of the line on Wilson Street (new agriculture building) to Starr Avenue, and authorize the Building Committee to approve the contract before the next regular meeting. Source of Funds: Plant Fund Surplus

Upon motion of Regent Justice, seconded by Regent Wright, with all members voting aye, it was ordered that the decision to employ a professional consultant to update the University's Campus Master Plan be tabled and assigned to the Building Committee for their advice to the entire Board.

Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following Change Orders to construction contracts be approved and the Chairman of the Board be authorized to sign the Change Orders.

1. Change Order No. 1 Simon Traylor & Sons, Inc. for changes to paving south of University Center $3,094.00

2. Change Order No. 1 Rhonesboro Contractors, Inc. for changes to Lanana Creek area flood control improvements $4,683.00

Upon motion of Regent Justice, seconded by Regent Golden, with all members voting aye, it was ordered that the following budget revisions for FY77 be approved:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Income</td>
<td>$ 68,500</td>
<td>$ 78,364</td>
</tr>
<tr>
<td>Estimated Expenditures</td>
<td>$ 69,040</td>
<td>$ 78,364</td>
</tr>
</tbody>
</table>
Upon motion of Regent Justice, seconded by Regent Golden, with all members voting aye, it was ordered that Regent Wright be appointed chairman of a committee to study and proceed with what is necessary to provide properly for the requirements of the painting and repairs of the President's residence, and that Regent Wright choose two other members to assist her.

76-74
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that the University be authorized to comply fully with the new requirements of the National Pipeline Safety Act by getting professional engineering and bids for the required needs.

76-75
Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the Building Committee be used to participate in the final inspection of completed projects of new or renovated buildings.
Upon motion of Regent Cullum, 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: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>English-Philosophy 205</td>
<td>Philosophy of World Religions</td>
<td>3</td>
</tr>
<tr>
<td>Health &amp; Physical Education 251</td>
<td>American Square &amp; Couple Dance</td>
<td>2</td>
</tr>
<tr>
<td>Health &amp; Physical Education 258</td>
<td>Intermediate Dance Technique</td>
<td>2</td>
</tr>
<tr>
<td>Health &amp; Physical Education 335</td>
<td>Health Education for Today</td>
<td>3</td>
</tr>
<tr>
<td>Health &amp; Physical Education 341</td>
<td>History &amp; Philosophy of Dance</td>
<td>3</td>
</tr>
<tr>
<td>History 476</td>
<td>Advanced Independent Studies in History</td>
<td>1-3</td>
</tr>
<tr>
<td>Home Economics 353</td>
<td>Parenting</td>
<td>3</td>
</tr>
<tr>
<td>Modern Languages, French 430</td>
<td>Contemporary French Life</td>
<td>3</td>
</tr>
<tr>
<td>Modern Languages, French 435</td>
<td>Special Studies in French</td>
<td>3</td>
</tr>
<tr>
<td>Music 324</td>
<td>Choral Conducting</td>
<td>3</td>
</tr>
<tr>
<td>Music 459</td>
<td>Piano Literature</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 395</td>
<td>Environmental Psychology</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 490</td>
<td>Clinical Assessment Methods</td>
<td>3</td>
</tr>
<tr>
<td>Theatre 141</td>
<td>Stage Movement I</td>
<td>2</td>
</tr>
<tr>
<td>Theatre 241</td>
<td>Stage Movement II</td>
<td>2</td>
</tr>
<tr>
<td>Theatre 431</td>
<td>Costume Design</td>
<td>3</td>
</tr>
</tbody>
</table>

COURSES TO BE REVISED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry 470 A,B,C,D</td>
<td>Seminar (1)</td>
<td>Seminar (1)</td>
</tr>
<tr>
<td>Chemistry 475 A,B,C</td>
<td>Special Problems (3)</td>
<td>Special Problems (1), (2), or (3)</td>
</tr>
<tr>
<td>Chemistry 476 A,B,C</td>
<td>Special Problems (3)</td>
<td>Special Problems (1), (2), or (3)</td>
</tr>
<tr>
<td>Elementary Education 230</td>
<td>Reading Skills in the Elementary Schools (3)</td>
<td>Skills for Reading (3)</td>
</tr>
<tr>
<td>Elementary Education 328</td>
<td>Kindergarten Education (3)</td>
<td>Early Childhood Education (3)</td>
</tr>
<tr>
<td>Elementary Education 331</td>
<td>Learning and the Young Child (3)</td>
<td>Helping Young Children Learn I (3)</td>
</tr>
<tr>
<td>Elementary Education 332</td>
<td>The Young Child (3)</td>
<td>Helping Young Children Learn II (3)</td>
</tr>
</tbody>
</table>
COURSES TO BE REVISED (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>History 412 A,B</td>
<td>Studies in European History--(A) Ancient and Medieval (B) Modern (3)</td>
<td>412</td>
<td>Studies in European History-- (A) Ancient and Medieval (B) Modern (3)</td>
</tr>
<tr>
<td>Military Science 101</td>
<td>Defense Establishment (2)</td>
<td>101</td>
<td>Introductory Military Science &amp; Rifle Marks-manship (2)</td>
</tr>
<tr>
<td>Military Science 112</td>
<td>Introduction to Small Unit Problems and Tactics (2)</td>
<td>112</td>
<td>Introduction to Defense Organization, Leadership and Tactics (2)</td>
</tr>
<tr>
<td>Military Science 202</td>
<td>Operations (2)</td>
<td>202</td>
<td>Map Reading &amp; Land Navigation (2)</td>
</tr>
<tr>
<td>Psychology 495</td>
<td>Developmental Psychopathology (3)</td>
<td>495</td>
<td>Developmental Psychopathology (3)</td>
</tr>
<tr>
<td>School Services 230</td>
<td>Articulation, Voice &amp; Phonetics (3)</td>
<td>230</td>
<td>Articulation &amp; Phonetics (3)</td>
</tr>
<tr>
<td>Sociology 400</td>
<td>Institutional &amp; Non-Institutional Care of the Elderly (6)</td>
<td>400</td>
<td>Institutional &amp; Non-Institutional Care of the Elderly (6)</td>
</tr>
<tr>
<td>Sociology 488</td>
<td>Internship in Criminal Justice (3)</td>
<td>488</td>
<td>Internship in Criminal Justice (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modern Languages, French 331</td>
<td>French Civilization (3)</td>
</tr>
<tr>
<td>Modern Languages, French 402</td>
<td>French Literature from 1800 - 1850 (3)</td>
</tr>
<tr>
<td>Modern Languages, French 403</td>
<td>French Literature from 1850 - 1914 (3)</td>
</tr>
<tr>
<td>Modern Languages, French 404</td>
<td>French Classicism (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE REVISED (Graduate Council)

Physics 510, Advanced Project Physics (2-4 sem. hrs.). Change to allow variable credit.

Physics 513, Laboratory and Demonstration Experiments in Physical Science (2-4 sem. hrs.). Change to allow variable credit.
COURSES TO BE REVISED (Continued)

<table>
<thead>
<tr>
<th>Department and No.</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology 410</td>
<td>Advanced Microbiology (3)</td>
<td>410</td>
<td>Fundamentals of Immunology (3)</td>
</tr>
<tr>
<td>Geology 576</td>
<td>Advanced Grad. Studies (3)</td>
<td>576</td>
<td>Advanced Grad. Studies (1-4)</td>
</tr>
<tr>
<td>Geology 575</td>
<td>Advanced Grad. Studies (3)</td>
<td>575</td>
<td>Advanced Grad. Studies (1-4)</td>
</tr>
<tr>
<td>Geology 517</td>
<td>Earth Materials for Teachers (3)</td>
<td>517</td>
<td>Earth Materials for Teachers (4)</td>
</tr>
</tbody>
</table>

COURSES TO BE ADDED: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and No.</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Education 500</td>
<td>Reading Workshop</td>
<td>(1-3)</td>
</tr>
</tbody>
</table>

The following low enrollment classes are reported:

School of Business

- Computer Science 211 - 9 students
- Management 380 - 9 students

School of Education

- Elem. Ed. 401 - 9 students
- Elem. Ed. 463.1 - 6 students
- Elem. Ed. 464.1 - 6 students
- Elem. Ed. 512.1 - 3 students
- H.P.Ed. 231 - 9 students
- Sch. Serv. 403.1 - 5 students
- Sch. Serv. 403.2 - 6 students
- Sch. Serv. 385.1 - 1 student
- Sch. Serv. 403.5 - 3 students
- Sch. Serv. 403.4 - 4 students
<table>
<thead>
<tr>
<th>School of Forestry</th>
<th>Forestry 340.1</th>
<th>9 students</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Liberal Arts</td>
<td>German 131</td>
<td>8 students</td>
</tr>
<tr>
<td></td>
<td>Spanish 426</td>
<td>8 students</td>
</tr>
<tr>
<td>School of Sciences and Mathematics</td>
<td>Mathematics 419</td>
<td>8 students</td>
</tr>
<tr>
<td></td>
<td>Geology 520</td>
<td>4 students</td>
</tr>
<tr>
<td></td>
<td>Physics 105</td>
<td>7 students</td>
</tr>
<tr>
<td></td>
<td>Physics 131</td>
<td>9 students</td>
</tr>
</tbody>
</table>

The meeting adjourned at 12:00 noon.