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Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
held in Dallas, Texas
VOLUME NO. 34
October 16, 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. October 16, 1976.

PRESENT:

Members: Walter C. Todd of Dallas
          Robert C. Gray of Austin
          Pegy Wedgeworth Wright of Nacogdoches
          Homer Bryce of Henderson
          Mrs. George Cullum, Jr. of Dallas
          Glenn Justice of Dallas
          James I. Perkins of Rusk

ABSENT:   Ernest Powers of Carthage
          Joe Bob Golden of Jasper

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

PRESENT:

Visitors: Mr. Bob Provan, State Attorney General's Office
          Mr. Tracy Crawford, Private Attorney, Tyler, Texas
Upon motion of Regent Callium, seconded by Regent Justice, with all members voting aye, it was ordered that the minutes of the meeting of July 31, 1976, be approved.

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

1. Division of Applied Arts and Sciences

- Dr. John David Bowser, 43, Ph.D. (University of Chicago), Instructor (20% time) at a salary rate of $1,000 for the Fall Semester, 1976, only.

- Dr. Eli Douglas, 43, Ed.D. (North Texas State University), Instructor (20% time) at a salary rate of $1,000 for the Fall Semester, 1976, only.

- Dr. E. L. Elder, 68, Ed.D. (University of Texas), Instructor (20% time) for the 1976-77 academic year at a salary rate of $1,600 for nine months, effective Fall Semester, 1976.

- Dr. Billy C. Kennedy, 37, Ed.D. (Baylor University), Instructor (25% time) at a salary rate of $1,100 for the Fall Semester, 1976, only.

- Mr. Johnny Thomas Long, 50, M.Ed. (Stephen F. Austin State University), Instructor (25% time) at a salary rate of $1,550 for the Fall Semester, 1976.

- Mr. Lee Pennington, 43, M.Ed. (East Texas State University), Instructional Assistant (20% time) at a salary rate of $800 for the Fall Semester, 1976, only.

- Dr. Douglas Prewitt, 41, Ph.D. (Texas A&M University), Instructor (20% time) at a salary rate of $1,100 for the Fall Semester, 1976, only.

- Ms. Darlene Poach, 32, M.B.Ed. (Stephen F. Austin State University), Instructor (25% time) at a salary rate of $1,000 for the Fall Semester, 1976, only.

2. Department of Communication

- Ms. Claudia Ann Neal, 23, M.A. (Stephen F. Austin State University), Graduate Intern in Communication at a salary rate of $9,000 for nine months, effective Fall Semester, 1976.
3. Department of Elementary Education

Mr. James Kent Chrisman, 24, M.S. (Peabody College), Instructor of Elementary Education and Acting Director of the Early Childhood Laboratory at a salary rate of $11,500 for nine months, effective Fall Semester, 1976.

4. Department of English

Ms. Annette S. Dawson, 37, M.S. (Stephen F. Austin State University), Instructor (50% time) of English at a salary rate of $2,750 for the Fall Semester, 1976, only.

Dr. Warren True, 31, Ph.D. (University of Tennessee), Visiting Lecturer in English at a salary rate of $12,000 for nine months, effective Fall Semester, 1976.

5. School of Forestry

Mr. Lowell K. Halls, 58, M.S. (Texas A&M University), Lecturer (25% time) in Forestry at a salary rate of $1,500 for the Spring Semester, 1977, only.

Mr. James E. Howard, 35, M.A. (University of Virginia), M.F. (Yale School of Forestry), Assistant Professor of Forestry at a salary rate of $14,500 for nine months, effective Fall Semester, 1976.

Mr. Robert Webh, 51, M.F. (Yale University), Lecturer in Forestry (25% time) at a salary rate of $1,500 for the Spring Semester, 1977, only.

6. Department of Geology

Dr. Volker W. Gehel, 36, Ph.D. (Colorado School of Mines), Assistant Professor of Geology at a salary rate of $15,500 for nine months, effective Fall Semester, 1976.

7. Department of History

Mr. James M. McPealoyd, 34, M.A. (Lamar University), Instructor of History (25% time) and Coordinator of Summer Sessions (75% time) at a salary rate of $15,500 for twelve months, effective Fall Semester, 1976.

8. Department of Home Economics

Ms. Margaret Caldwell, 28, M.S. (Texas Woman's University), Instructor of Home Economics at a salary rate of $10,500 for nine months, effective Fall Semester, 1976.
0. Department of Management and Marketing

Mr. Robert D. Pimple, 46, M.B.A. (Oklahoma State University), Instructor (25% time) of Management at a salary rate of $1,457.60 for the Fall Semester, 1976, only.

10. Department of Modern Languages

Ms. Ricci M. Mixon, 25, M.A. (University of Houston), Instructor of Modern Languages at a salary rate of $11,000 for nine months, effective Fall Semester, 1976.

11. Department of Psychology

Mr. Raymond L. Eastman, 33, M.A. (University of Alabama) Instructor of Psychology at a salary rate of $12,000 for nine months, effective Fall Semester, 1976.

12. Department of School Services

Dr. Randall B. Cox, 32, O.D. (University of Houston), Instructor of School Services (20% time) at a salary rate of $1,400 for the Fall Semester, 1976, only.

Mr. William E. Syers, Jr., 30, M.S.S.W. (Sul Ross State University), Assistant Professor of School Services at a salary rate of $13,000 for nine months, effective Fall Semester, 1976.

13. Department of Sociology

Mr. William Francis Woodworth, 58, M.A. (Sam Houston State University), Instructor of Sociology at a salary rate of $12,500 for nine months, effective Fall Semester, 1976.

14. University Library

Ms. Nancy Lee Shaffer, 31, M.S.L.S. (University of Kentucky), Librarian I at a salary rate of $10,000 for nine months, effective Fall Semester, 1976.

Mr. David Eugene Vancil, 30, M.L.S. (University of Texas-Austin), Librarian II at a salary rate of $11,000 for nine months, effective Fall Semester, 1976.

Ms. Bernice Martha Wright, 28, M.L.S. (Texas Woman's University), Librarian II at a salary rate of $11,000 for nine months, effective Fall Semester, 1976.
15. Student Affairs

Mr. John Randall Alexander, 25, M.S. (East Texas State University), Assistant Dean of Student Development at a salary rate of $13,000 for twelve months, effective August 1, 1976.

Mr. Rudolph Perry Burnette, 27, M.A. (Northwestern State), Program Consultant for University Center Activities Office, at a salary rate of $10,710 for twelve months, effective August 1, 1976.

Dr. Lance A. Craig, 29, M.D. (University of Texas-Galveston), University Physician at a salary rate of $30,000 for ten and a half months, effective August 1, 1976.

Ms. Lydia Anne Goetz, 23, M.S. (Baylor University), Intramural Supervisor at a salary rate of $9,000 for nine months, effective September 13, 1976.

Mr. Norvelle Gerry Hoover, 42, B.B.A. (Southwest Texas State University), Assistant Manager for University Bookstore, at a salary rate of $10,000 for twelve months, effective August 16, 1976.

Mr. Gary Edward Rushing, 31, Assistant Food Production Supervisor for University Food Services, at a salary rate of $7,500 for twelve months, effective September 1, 1976.

Ms. Mary Ann Slagle, 39, A.D. (Angelina College), Registered Nurse for Student Health Services, at a salary rate of $10,000 for twelve months, effective September 1, 1976.

16. University Computer Center

Mr. William C. Kraueuer, 22, B.A. (Stephen F. Austin State University), Systems Programmer at a salary rate of $11,000 for twelve months, effective September 1, 1976.

17. Personnel Services

Ms. Sally S. Romano, 24, M.B.A. (Stephen F. Austin State University), Director of Personnel Services at a salary rate of $14,000 for twelve months, effective August 12, 1976.

18. Physical Plant

Mr. James D. Thomas, 57, Controls Foreman, at a salary rate of $14,000 for twelve months, effective August 1, 1976.
Union motion of Regent Perkins, seconded by Regent Cullum, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Elementary Education


2. Department of English


3. School of Forestry

Mr. James W. Martin, Graduate Intern in Forestry, effective May 14, 1976. Mr. Martin has completed his one-year contract as Intern.

4. Department of Home Economics

Ms. Suzy Weems, Instructor of Home Economics, effective September 10, 1976. Ms. Weems is moving out of the Nacogdoches area.

5. Department of School Services

Dr. Eric Martin, Assistant Professor of School Services, effective August 30, 1976. Dr. Martin accepted employment at the University of Nevada.

6. Student Affairs

Dr. Ralph Bailey, University Physician, effective August 31, 1976. Dr. Bailey is going into private practice.

Mr. Harvey L. Rayson, Assistant Dean of Student Development, effective July 30, 1976. Mr. Rayson left to take a position elsewhere.

Ms. Vickie O. Stream, Program Consultant for University Center Activities Office, effective July 31, 1976. Ms. Stream left to take a position at another institution.

Ms. Evalyn A. Weatherly, Assistant Manager for University Bookstore, effective August 20, 1976. Ms. Weatherly left to take a position elsewhere.
7. University Comuter Center

Mr. Ben Covin, Manager of Operations, effective September 17, 1976. Mr. Covin resigned to take a position elsewhere.

8. Personnel Services

Mr. David W. Fry, Director of Personnel Services, effective August 20, 1976. Mr. Fry resigned to take a position elsewhere.

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

1. Department of Agriculture

Dr. Jerry Leon Young, Assistant Professor of Agriculture and Director of Soils Laboratory, from a salary rate of $15,666 to a salary rate of $17,000 for twelve months, effective Fall Semester, 1976. Dr. Young has completed all requirements and will be awarded the Ph.D. degree from Iowa State University at their November 20, 1976 commencement.

2. Department of Computer Science

Mr. Fred H. Fisher, Manager User Services, Computer Center, to 50% Manager of User Services and 50% Instructor of Computer Science, effective Fall Semester, 1976. Salary rate remains $18,500 for twelve months.

Dr. Jerald Lester Ripley, Assistant Professor of Computer Science, at a salary rate of $17,750 for nine months to Assistant Professor of Computer Science and Acting Head of Department at a salary rate of $18,250 for nine months, effective Fall Semester, 1976.

3. Department of Elementary Education

Dr. Mary Ella Lowe, Assistant Professor of Elementary Education, from a salary rate of $12,000 for nine months to $12,750 for nine months, effective Fall Semester, 1976. Dr. Lowe has been awarded the Ed.D. degree from North Texas State University.

4. Department of English

Dr. Edwin Gaston, Jr., Professor of English at a salary rate of $23,750 for nine months to Professor of English and Dean of the Graduate School at a salary rate of $34,500 for twelve months, effective Fall Semester, 1976.
Mr. Keith William Harvey, Graduate Intern in English, at a salary rate of $6,750 for 75% time for nine months to $4,500 for 100% time for Fall Semester, 1976, and $3,375 for 75% time for Spring Semester, 1977.

Mr. Kenneth James Weitz, Graduate Intern in English, from a salary rate of $3,375 for 75% time to $4,500 for 100% time for Fall Semester, 1976, only.

Mr. Holly Kirby Whitten, Graduate Intern in English, from $6,750 for 75% time for nine months to $4,500 for 100% time in Fall Semester, 1976, and $3,375 for 75% time in Spring Semester, 1977.

5. School of Forestry

Dr. Paul C. Johnson, Research Associate, from 100% research to 75% research and 25% Visiting Assistant Professor in Forestry at a salary rate of $12,000 for twelve months for the Spring, 1977, Semester only.

Mr. Robert M. Whiting, Instructor of Forestry, from 100% Instructor at $7,000 to 75% Instructor at $5,250 for the Spring, 1977, Semester only. Mr. Whiting plans to concentrate on writing his dissertation.

6. Department of History

Dr. Robert S. Maxwell, Professor of History and Head of Department, from 100% at $2,708.33 per month to 75% at $2,031.25 per month, for the Fall, 1976, Semester only. Dr. Maxwell is writing a Bicentennial History of the American Forests and Forestry.

7. Department of Modern Languages

Dr. Carl Keul, Professor of Modern Languages and Head of Department, from 100% Professor and Head at $32,500 for twelve months to 25% Professor and Head and 75% Acting Dean, Liberal Arts at $34,500 for twelve months, effective until such time that a permanent Dean for the School of Liberal Arts is appointed.

8. Department of Secondary Education

Dr. Joe N. Gerber, Dean of the Graduate School, at a salary rate of $31,667 for twelve months to Professor of Secondary Education and Director of Grants and Research at a salary rate of $33,000 for twelve months, effective Fall Semester, 1976.
Dr. Harold Hill, Professor of Secondary Education, at a salary rate of $20,750 for nine months to Professor of Secondary Education and Director of Stephen F. Austin State University Center at Longview at a salary rate of $21,750 for nine months, effective Fall Semester, 1976.

9. Student Affairs

Mr. Rudoloh Perry Burnette, Program Consultant for University Center Activities Office, salary increase of $600 for a new salary rate of $11,310 for twelve months, effective September 1, 1976. Mr. Burnette was appointed with this increase recommended.

Mr. Robert A. Caudle, from Assistant Food Production Supervisor at a salary rate of $9,150 for twelve months to Food Production Supervisor at a salary rate of $10,200 for twelve months, effective September 1, 1976.

Mr. Norvelle Gerry Hoover, Assistant Manager for University Bookstore, salary increase of $600 for a new salary rate of $11,500 effective September 1, 1976. Mr. Hoover was appointed with this increase recommended.

Ms. Mary Jane Mangham, from Registered Nurse at a salary rate of $12,460 for twelve months to Receptionist for Health Services at a salary rate of $4,050 for nine months, effective September 1, 1976. Mrs. Mangham requested this change in status for personal reasons.

10. University Computer Center

Ms. Nelda Jordan, from Supervisor of Production Control at a salary rate of $11,500 for twelve months to Assistant Manager of Operations at a salary rate of $12,500 for twelve months, effective September 18, 1976.

Mr. Bruce Webb, from Programmer Analyst at a salary rate of $11,600 for twelve months to Manager of Operations at a salary rate of $14,000 for twelve months, effective September 18, 1976.

77- 5
Upon motion of Regent Bryce, seconded by Regent Gray, with all members voting aye, it was ordered that the following requests for leaves of absence be approved:

1. Department of Computer Science

Dr. Jarrell C. Grout, Associate Professor of Computer Science and Head of the Department, for the Fall Semester, 1976, only. Dr. Grout will serve as Technical Advisor to the Chief, Division of Automatic Data Processing, U. S. Bureau of Mines.
2. Department of Management and Marketing

Dr. Bobby Bizzell, Associate Professor of Management, for the Fall Semester, 1976, only. Dr. Bizzell has been appointed Visiting Professor of Management at the University of Carabobo, Valencia, Venezuela.

77- 6
Upon motion of Regent Cullum, seconded by Regent Bryce, with all members voting aye, it was ordered that the University reimburse Regent Wright for expenses of Tea given to introduce Mrs. Johnson, wife of the University President, to area women friends and supporters of the University.

77- 7
Upon motion of Regent Gray, seconded by Regent Justice, with all members voting aye, it was ordered that the following construction projects be accepted as complete by recommendation of the Building Committee based upon their inspections:

1. Science Building Renovations, Mechanical Specialty Inc.
2. Dormitory Interior Renovations, T. G. Evans Company
3. Dormitories Exterior Renovations, Western Waterproofing Co.
4. Resurfacing Streets and Repairing Lots, Traylor Brothers, Incorporated
5. Reroofing Dormitories, Navasota Roofing Company

77- 8
Upon motion of Regent Gray, seconded by Regent Cullum, with all members voting aye, it was ordered that the contract with Temple Associates Inc., for $42,450 to make certain water system improvements be ratified based upon the approval of the Building Committee as authorized in the last meeting.
Source of Funds: Plant Funds
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the ___ day of August, 1976, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its President, hereinafter called "Owner" and TEMPLE ASSOCIATES, DIBOLL, TEXAS, hereinafter called "Contractor.

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

1. The Contractor agrees to provide all 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 WATER SYSTEMS IMPROVEMENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS prepared by the University Physical Plants Department; and shall do everything required by this Agreement, the "General Conditions" of this Contract, the Drawings and the Specifications.

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

Drawings and Specifications entitled "WATER SYSTEM IMPROVEMENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS," sheet and section numbers
as listed in Paragraph 1.1 of "Supplementary Conditions;"

1. This Contract is to cover the General Contract Work complete. The said Drawings, and each and all of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement shall control and govern.

2. The work called for and included in this Agreement is to be done under the direction of the University Resident Engineer, Mr. Ray Greene, and his determination of the true meaning and proper construction of the Specifications shall be considered as final.

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed within forty-five (45) consecutive calendar days as stipulated in the specifications. The Contractor further agrees to pay as liquidated damages the sum of $25.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.35 of "Supplementary Conditions" and on page 3 of "Information for Bidders." If the Contractor pursues completion of the work by the stated time, and if there is unusual weather which delays completion, the Owner will give due consideration to those things in assessing liquidated damages.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, FORTY-TWO THOUSAND, FOUR HUNDRED FIFTY DOLLARS ($42,450.00), out of
Plant Fund Surplus 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 - $42,450.00

The Owner shall make payment on account of the Contract as provided therein as follows: No later than the last day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month. Provided, further, that the Owner at any time after fifty percent (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.

Provide consent of the Surety Company furnishing Performance Bond for final payment to the Contractor.

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

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

b) 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 subject to the same limit on account
of one occurrence; Property Damage Insurance in an amount not less than $300,000.00 each occurrence; $300,000.00 aggregate.

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

d) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 1.5 of "Supplementary Conditions." The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner 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 Owner, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.
7. **RISK**: The work is entirely at the Contractor's risk until it is accepted by the Owner and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same.

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

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

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

<table>
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<tr>
<td>Labor, Equipment, and Other Expenses</td>
<td>$12,142.00</td>
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<tr>
<td>Materials</td>
<td>$30,308.00</td>
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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**

By ________________________________

**BOARD OF REGENTS**

**STEPHEN F. AUSTIN STATE UNIVERSITY**

By ________________________________

Walter C. Todd, Chairman of the Board

**SEAL**

**TEMPLE ASSOCIATES**

P. O. Box 730, Diboll, Texas 75941

By ________________________________

Don V. Hackney, President
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 Angelina

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

Temple Associates, Inc., A Corporation

of (2) Diboll, Texas hereinafter called Principal and (3) Associated Indemnity Corporation of

San Francisco State of California hereinafter called the Surety, are held and firmly bound into (4)

The Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas hereinafter called Owner, in the penal sum of

Forty two thousand, four hundred fifty dollars ($42,450.00), in lawful money of the United States,

to be paid in (5) Nacogdoches, 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)

the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 31st day of August, A. D., 1976, a copy
of which is attached hereto and made a part hereof for the construction of:

Water Systems Improvements, 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 twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 31st day of August, A. D. 1976.

ATTEST:

Temple Associates, Inc.

Principal

BY

Principal

Secretary

Witness as to Principal

P. O. Box 730
Diboll, Texas 75941

(Address)
NOTICE: Date of Bond must not be prior to date of Contract.

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

KNOW ALL MEN BY THESE PRESENTS: That we (1) Temple Associates, Inc.

(2) Corporation

of Diboll, Texas

designated as Principal and (3) Associated Indemnity Corporation

of San Francisco, State of California, hereinafter called the Surety, are held and firmly bound unto (4) The Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas

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 two thousand, four hundred fifty DOLLARS ($42,450.00)
in lawful money of the United States, to be paid in (5) Nacogdoches, 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) the Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas, the Owner, dated the 31st day of August, A. D. 1976, a copy of which is hereto attached and made a part hereof for the construction of:

Water Systems Improvements, 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 six counterparts, each one of which shall be deemed an original, this the 31st day of August, A. D., 1976.

ATTEST:

Temple Associates, Inc.
Principal

By

Walter A. Hackney

(Principal) Secretary

Witness as to Principal

P. O. Box 730
Diboll, Texas 75941
Address
ATTEST: Associated Indemnity Corporation

(Surety) Secretary

Witness as to Surety

4334 N. W. Loop 410
San Antonio, Texas 78284
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 of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.

BY: Daniel R. McNeilly
Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

34-22
HIGHLANDS INSURANCE COMPANY
600 JEFFERSON STREET
HOUSTON, TEXAS 77002

CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF CERTIFICATE HOLDER
The Board of Regents
Stephen F. Austin State University
Nacogdoches, Texas

NAME AND ADDRESS OF INSURED
Temple-Eastex Incorporated
and all majority owned or hereafter acquired
divisions or subsidiaries, including:

Temple Associates, Inc.
P. O. Box 730
Diboll, Texas 75941

This is to certify that the policies of insurance as described below have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, 15 days prior written notice will be given the certificate holder.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>POLICY NUMBER</th>
<th>EFFECTIVE</th>
<th>EXPIRATION</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
</table>
| Workmen's Compensation and Employers Liability | WC 913773     | 1/1/76    | 1/1/77     | Statutory
|                                        |               |           |            | Employer Liability Limit—$100,000 **                    |
| APPLICABLE IN ALL STATES EXCEPT STATE FUND STATES |               |           |            |                                                          |
| Comprehensive Automobile Liability     | GA 152119     | 1/1/76    | 1/1/77     | $350,000. Combined Single Limits — Bodily Injury and Property Damage Liability each occurrence ** |
| Comprehensive General Liability        | GA 152119     | 1/1/76    | 1/1/77     | $250,000. Combined Single Limits — Bodily Injury and Property Damage Liability each occurrence ** |
| Broad Form Property Damage-incl. Exclusions X,C,U deleted Contractual Liability - incl. |               |           |            |                                                          |
| Other Insurance                        | XS 720975     | 9/4/75    | 1/1/78     | $1,000,000.00                                           |
| ** - Excess Umbrella Liability         |               |           |            |                                                          |

Absence of entry in any space means that insurance is not afforded to the coverage opposite thereto.
This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by Policies shown above.

Location of Operations: United States of America.

Description of Operations: All premises and operations of the Named Insured.
Description of Automobiles: All owned, non-owned and hired automobiles.

TIMBERLINE INSURANCE AGENCY
P.O. Box 40
Austin, Texas 78767

Date 8/31/76

Authorized Representatives of Highlands Insurance Company
Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Interface Interiors/Wiener, Hill, Morgan & O'Neal for a sum not to exceed $55,763.11 to furnish and install the furniture and interior requirements of the President's residence be ratified as approved by the special committee for that purpose as authorized in the last meeting.

Source of Funds: Pledged Properties Surplus.
October 1976

Mr. Walter C. Todd, Chairman
Board of Regents
Stephen F. Austin State University
Nacogdoches, Texas

Dear Sir:

The Undersigned proposes to furnish and install furniture and furnishings as called for under this Proposal, and in compliance with the Specifications bound herein upon a basis of payment of a cost of the work plus a fee of twenty percent (20%) guaranteed not to exceed the maximum cost to the Owner of $55,763.11.

Jerry E. Hill
Interface Interiors/
Wiener, Hill, Morgan & O'Neal-Architects
4100-A South Medford Drive
Lufkin, Texas 75901

Approved: Walter C. Todd, Chairman
Date: 10/6/76
Board of Regents
Stephen F. Austin State University

Charles G. Haas
Date: 10/6/76
Secretary to the Board of Regents
Stephen F. Austin State University
GENERAL CONDITIONS

DEFINITION OF TERMS

Owner as used herein refers to and designates the Board of Regents on behalf of Stephen F. Austin State University.

Comptroller refers to Charles G. Haas, Stephen F. Austin University, Nacogdoches, Texas.

Contractor refers to Interface Interiors, Wiener, Hill, Morgan & O'Neal-Architects, 4100-A South Medford Drive, Lufkin, Texas 75901.

PERFORMANCE AND PAYMENT BOND:

The Contractor shall furnish Performance and Payment Bonds, each in the full Amount of the Contract, with suitable Penalties provided therein, guaranteeing faithful performance of the Contract in accordance with the terms thereof and payment for all labor and materials in connection with the Contract. The Bonds shall be on standard forms furnished by the Owner, shall cover all work done under this Contract, and the surety thereon shall be a surety company authorized to do business in Texas and subject to the approval of the Owner. The bonds shall remain in force until expiration of the guarantee which extends for a period of twelve months (12) after completion of the work and acceptance by the Owner. The Contractor shall pay the premium on these bonds, including the cost in his bid.

SUBSTITUTIONS

It is to be understood that the Owner shall use his judgment in determining from time to time whether or not any article or thing proposed to be substituted is the equal of any article or thing so specified and will furnish written approval of substitutions.

GUARANTEE

This Contractor shall also guarantee the material and furniture to be in accordance with all requirements of the specifications and agrees, upon written notice from the Owner, to make such changes, replacements, and corrections which may be required to make good all defects in design, material, or workmanship developing in the material or furniture under its intended use with proper care within twelve (12) months after completion.
INSURANCE

The Contractor shall carry insurance as follows for the duration of the Contract:

1. Workmen's Compensation as required by Law.
2. Mechanic's & Contractor's Liability
   (a) $100,000 Bodily Injury Liability for Each Occurrence.
   (b) $300,000 Bodily Injury for Aggregate.

The above policies shall be carried with companies satisfactory to the Owner. Certificates of each of the above policies, together with a statement by the issuing company to the effect that said policy will not be cancelled without ten (10) days prior notice being given the Owner, shall be delivered to the Owner before any work is started.

CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work or material to be furnished under this Contract, the Contract Sum being adjusted accordingly.

The value of any such extra work or changes shall be determined and confirmed in writing before it is executed. No claim for extra compensation will be considered by the Owner unless the Contractor can produce written instruction, countersigned by the Comptroller, providing for such extra work and stating the amount involved.

DELIVERY

The Contract includes an allowance of ONE THOUSAND DOLLARS ($1,000.00) for packing, shipping freight, express charges, hauling charges, unpacking, set-up and assembling, and moving into place.

This Contractor shall be responsible with this carrier for any concealed damage which might be found when he uncrates and installs all furniture and furnishings. After uncrating and installation, any damaged articles shall be replaced, repaired, or refinished and left in perfect condition.

INSTALLATION

This Contractor shall complete all of the installation of all items of furniture and furnishings under the Contract. Items not requiring connections or anchoring shall be set in proper locations in the room or space designated.

All hardware, brackets, and similar items shall be securely installed, in a neat and workmanlike manner by the Contractor, adjusted and left in perfect
operating condition.

This Contractor shall repair, refinish and make good any damage to the building resulting from any of his operations. This shall include any damage to plaster, tile work, wall covering, paint, ceilings, floors, or any other finished work.

All minor adjustments, relocation of individual pieces of furniture, and similar final corrections shall be executed by this Contractor as a part of the work under this Contract.

Each piece of furniture shall be numbered neatly in a place that will not be visible. This number is a permanent inventory identification and will be furnished by the University.

CLEANING UP

The Contractor shall sweep, dust, and clean up all trash, rubbish, and other waste scattered throughout the building caused by the installation of the furniture and furnishings under this Contract.

STORAGE

The Owner shall be responsible for storage of furniture and furnishings upon delivery from Contractor at any time after acceptance of Contract.

RELOCATING OR MOVING OF EXISTING FURNITURE

The Owner shall bear full responsibility of removing or relocating existing furniture or furnishings upon Contractor's directions.

SALVAGE

Owner shall have option of retaining as salvage all items that are to be removed to accommodate new installations, unless the specifications call for them to be reused in the work.

All items that the Owner elects to retain as salvage shall be carefully removed by the Contractor and Owner shall bear responsibility of relocating and storage of same. Items not desired by the Owner shall be removed by Contractor and removed from site and disposed of by Owner.

TAXES

An Exemption Certificate will be issued by the Owner to this Contractor for exemption of sales tax on materials, furniture and furnishings.
ALLOWANCES

Allowances, where noted within this Proposal, cover items to be selected prior to completion of installation and shall have written approval by Owner prior to purchase by Contractor.

COMPLETION TIME

The work to be performed under this Contract shall be commenced immediately after signing of the Contract and completed as soon as possible.

PERMITS

All Building and related applicable permits to be obtained by Owner.

METHOD OF PAYMENT

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Owner by the Contractor on or about the fifth day of each month, the Owner shall make progress payments on account to the Contractor as follows:

On or about the fifteenth day of each month the cost of the work plus twenty percent (20%) less ten percent (10%) retainage of the proportion of the Contract Sum, guaranteed not to exceed a total of $55,763.11, properly allocable to labor, materials and equipment incorporated in the work performed.

In addition, the Owner agrees to make full payment for reimbursable travel expenses to the Contractor in the amount of $208.20 and for preliminary design work in the amount of $2,225.00 (eighty-nine hours at $25.00 per hour) completed through October 12, 1976, to be included in the Contractor's Initial Request for Payment and included within the set maximum cost to the Owner of $55,763.11.

FINAL PAYMENT

Final payment constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor thirty-one (31) days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been submitted to the Owner by the Contractor.
SCOPE OF THE WORK

The work covered by each Section of the Specifications consists of furnishing all plant labor, equipment, appliances, tools and materials, in performing all operations in connection with the installation of all furniture and furnishings as shown in the Room Schedule of Furniture and Furnishings, Painting, Wall Covering Installations, Carpet, Carpet Installation, Millwork Additions, Plumbing and Electrical Modifications, in strict accordance with the Specifications of the Furniture and Furnishings, etc. and subject to the terms and conditions of the Contract.

DRAPERY SPECIFICATIONS

All draperies shall be furnished and installed complete, with all accessories, and other parts necessary for proper installation.

All drapery measurements given are approximate only: the Contractor will be responsible for correct fit of draperies determined by measurements taken at job site.

Draperies shall be ceiling-hung unless otherwise specified, and shall be square, tabbed, and accurately pleated with 7" double heading and 3-1/2" permanent crinoline and weighted 4" double hem. All seams shall be serged together. Side hems shall be 1-1/2" wide and double turned.

GENERAL

The following General Specifications shall apply to all wood and metal furniture, fabrics and accessories to be furnished under this Contract. The requirements herein set forth shall represent a minimum of the requirements to be met. No attempt has been made to describe individual items in great detail, however, the basic published Specifications (or modifications as may be noted) of material, finish and construction used by each manufacturer for the item specified herein, shall be considered as the minimum acceptable under this Contract. The Owner contemplates the purchase of furniture and furnishings made by well established manufacturer or manufacturers, enjoying a reputation for building and installing furniture and furnishings of the highest type known to the craft. All work shall be done in a first-class acceptable manner, and all materials shall be of the best respective kinds.

CARPETING

All carpet shall be installed over specified underlay and laid with continuous wood tackless strip. Wood tackless
strip shall be applied with both concrete nails and
tack strip cement. Concrete nails shall be spaced
approximately 6" on centers.

Carpet underlay shall be installed in accordance with
the manufacturer's directions.

Wherever carpet does not terminate at a wall, contractor
shall furnish and install "metals" or "blind metals" of
size and design to terminate and securely hold carpet.

Seams in all wall to wall carpeting shall be hand sewn
and shall also be taped with an adhesive approved by
the manufacturer of the carpet.

No "cross seams" or "T-seams" will be allowed in any
area.

PAINTING AND FINISHING

The finishing of the following surfaces is included in
this contract:

- Wood Trim & Doors
- Wood Floors & Stair Treads
- Stair Railings
- Sheetmetal other than copper
- Plasterboard
- Plywood & Veneer Board
- Cabinets & Shelving
- All other finishes exposed to
  view usually painted

MATERIALS

All materials shall be of first quality as manufactured
by recognized manufacturer. Paint shall be equal to
Pratt & Lambert, Jones-Blair, Dupont, or Pittsburgh.

PREPARATION OF SURFACES

1. All spaces shall be broom clean before painting is
   started and all surfaces to be painted shall be dry.

2. All new metal surfaces shall be washed thoroughly
   with benzine or mineral spirits before applying
   finish.

3. All dust, grease, dirt and other extraneous matter
   shall be removed before painting.

4. All woodwork shall be sanded lightly with #00
   Sandpaper between all coats.
5. Sun Room and Sun Room Closet wood floors and stair treads shall be sanded before installing new finish.

6. Existing Kitchen Cabinets and Stair Handrail finish shall be removed, fill all voids, and sand smooth.

7. Existing hardwood veneer shall be sanded smooth.

8. Plasterboard—tape and bed damaged areas and clean to receive paint.

9. New wood to be painted: Sand smooth, wash sap spots with mineral spirits, touch-up with sealer, and fill all voids with lead putty after primer.

10. Wallpaper: Shall be removed as directed or sized for new application.

WORKMANSHIP

Inspection of surface—Before starting work inspect all surfaces to be painted or decorated.

All work shall be done by skilled mechanics in a workmanlike manner. All material shall be evenly applied so as to be free from sags, runs, crawls, or other defects. All coats shall be of the proper consistency and well brushed out so as to show the minimum of brush marks, except varnish and enamel which shall be uniformly flowed on. All brushes shall be clean and in good condition.

All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least 24 hours between coats unless special paint is used that requires more or less time for drying.

Painting coats as specified are intended to cover surfaces perfectly; if surfaces are not covered, further coats shall be applied.

COATING SYSTEMS

NEW ENAMELED MILLWORK

1. P & L Vitralite Enamel Undercoating
2. P & L Vitralite Enamel Eggshell
3. P & L Vitralite Enamel Eggshell

EXISTING ENAMEL MILLWORK

1. P & L Vitralite Enamel Eggshell
2. P & L Vitralite Enamel Eggshell
All doors to be sealed on top and bottom edges.

FLAT WALL FINISH:
1. P & L Lyt-All Flowing Flat
2. P & L Lyt-All Flowing Flat

OAK FLOORS AND OAK STAIRS
1. Coat "61" Penetrating Sealer, buffed
2. Coat "61" Filler-Sealer, sanded
3. Coat "61" floor varnish clear gloss
4. Coat "61" floor varnish clear gloss, dull

VENEER PLYWOOD
1. Coat of "38" Pale Trim Varnish, Dull

VENEER CABINETS
1. Stain
2. Coat of white shellac
3. Coat of "38" Pale trim varnish (dull)
4. Coat of "38" Pale trim varnish (dull)

WALLPAPER
Prepare and size surface and hang all paper with butt joints. Patterns and designs shall be carefully matched and pattern must be kept at uniform relation with cornice or picture mold.

INTERIOR METAL
1. P & L Vitralite Enamel Eggshell
2. P & L Vitralite Enamel Eggshell

CLEANING
All paint on unpainted areas shall be promptly and neatly removed.
MILLWORK

The work under this section of the specifications includes all labor, materials, equipment and services necessary for and reasonabley incidental to furnishing all millwork, wood cabinets, cabinet hardware, shelving, wood doors, trim, etc. as called for in Room Finish Schedule of Furniture and Furnishings.

STANDARD

All millwork shall conform to the Quality Standards of the Architectural Woodwork Institute.

Millwork shall be delivered dry and protected at all times from injury or dampness. Interior finish millwork material and cabinets shall not be stored or installed in any part of the building until after the concrete plastering and masonry in such part is completed and that part of the building is enclosed and thoroughly dry.

Woodwork shall be finished smooth. Interior woodwork shall have a fine, smooth finish and shall be free from any machine or tool marks, abrasions, raised grains, etc. on exposed surfaces and shall be machine dressed at the mill and hand dressed at the job.

All work shall conform to A.W.I. Standards, "Custom" grade unless otherwise noted or specified.

PLYWOOD

Cabinets shall be unselect birch plywood, interior type. Front edges shall be hardwood edge banded. Mouldings shall be as shown on drawings.

Plastic Laminate shall be 1/16" thick standard grade laminate as manufactured by Formica Corporation, Ralph Wilson Plastic Co. or General Electric Co.

Wood Doors shall be white pine as shown on drawings.

CONSTRUCTION

Tops shall be secured to cabinets by means of metal anchor fasteners.

Edges on all doors shall have hardwood edge banding on all edges which shall match face veneers.

All gluing shall be done with a nationally recognized glue, in strict accordance with the manufacturer's recommendations, using water resistant glue equal to ureaformaldehyde resin glue for exterior or damp conditions. Where widths or thicknesses are not available in hardwoods, gluing may be used on widths over 5-1/24" thicknesses over 1-1/16".
PLUMBING

The scope of the plumbing phase of this project shall include all labor, materials, equipment, etc., required to fulfill the removing of an existing lavatory and install a new one in the cabinet as called for in Room Finish Schedule of Furniture and Furnishings.

All work shall be performed in full accord with the latest editions of the State Sanitary Code and local ordinance and building codes.

ELECTRICAL

The scope of the electrical phase of this project shall include all labor, materials, equipment, etc., required to fulfill the removing of light fixtures as required and install new ones as called for in Room Finish Schedule of Furniture and Furnishings.

All work shall be performed in full accord with the latest editions of the National Electrical Code (N.E.C.) and the latest City and State codes as applicable.
<table>
<thead>
<tr>
<th>Entry No.</th>
<th>Quan.</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5 Pair</td>
<td>Living Room Draperies 4-6 wide x 9-0 high Fabric: Scalamandree 8378-1 (lined) Sheer Fabric: Westgate 1861-1 Incl. labor, rods &amp; installation</td>
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<td>2</td>
<td>1</td>
<td>Swaim 1028 (90&quot;) Sofa Spring Down Const. Fabric: Scalamandre 98634-3</td>
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<td>1</td>
<td>Swaim 1028 (80&quot;) Sofa Spring Down Const. Fabric: Scalamandre 98634-3</td>
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<td>Swaim 226 Chair Fabric: Brunschwig &amp; Fils 68324.01</td>
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<td>6</td>
<td>1</td>
<td>Swaim 250 Chair Fabric: Bailey &amp; Griffin 04031</td>
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<td>Swaim 231 Bench Fabric: Scalamandre 99330-13</td>
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<td>8</td>
<td>2</td>
<td>Erwin-Lambath #196 Upholstered Armless Lounge Chairs Fabric: Scalamandre 8378-1 (Outline Quilted)</td>
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<td>9</td>
<td>2</td>
<td>Baker Knapp &amp; Tubbs H283 Occassional Chairs (Black Lacquer) Fabric: Apricot Ottoman Cloth</td>
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<td>Council 1608/1609 Secretary</td>
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<tr>
<td>11</td>
<td>Hickory Chair Company Tea Table 4515-66 Light Amber Finish</td>
<td>1</td>
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<tr>
<td>12</td>
<td>Yale Burge 503/16B Glass Coffee Table (18H x 42L x 20D)</td>
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<td>13</td>
<td>C. J. Hall #3035 48&quot; Pedestal Table Premium Arno Finish</td>
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<td>Hickory Chair Company #555-15 Hall Piece Amber Finish</td>
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<td>15</td>
<td>Baker Knapp &amp; Tubbs #12 Queen Anne Mirror W/Plain glass #880 Red Lacquer Finish</td>
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<td>Reupholster Existing Victorian Chairs Fabric: Westgate 9283-41 Labor Included</td>
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<td>End Tables to be Selected (Allowance)</td>
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<td>18</td>
<td>Unfinished Table 30&quot; Diameter 30&quot; High (Allowance)</td>
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<td>19</td>
<td>Custom 90&quot; Diameter Tablecloth</td>
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<td>20</td>
<td>Accessories Allowance (Wall Hangings, Lamps, Plants, Ashtrays, etc.)</td>
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<tr>
<td>21</td>
<td>Dining Room Gracie SYHK 27 Oriental Wallcovering Panels</td>
<td>16</td>
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<td>Item No.</td>
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<td>22</td>
<td>2</td>
<td>Roman Shades 3-0 wide x 4-6 high Fabric: Scalamandre 99246-14 (lined) Incl. Labor, Rods, &amp; Installation</td>
<td>38</td>
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<tr>
<td>23</td>
<td>1</td>
<td>Roman Shade 3-8 wide x 6-10 high Fabric: Scalamandre 99246-14 (lined) Incl. Labor, Rods &amp; Installation</td>
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<td>24</td>
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<td>Roman Shades 2-0 wide x 6-10 High Fabric: Scalamandre 99246-14 (lined) Incl. Labor, Rods &amp; Installation</td>
<td>23</td>
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<tr>
<td>25</td>
<td>24</td>
<td>Rolls Stair Hall Wallcovering: Scalamandre WP 8962-1 (Resistane Treated)</td>
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<td>26</td>
<td>1</td>
<td>Pair Draperies 3-0 Wide x 2-0 High Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>1</td>
<td>Sun Room Reupholstering Sofa Fabric: Westgate 4-4627-27 Labor Included</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>1</td>
<td>Turkish Blue &amp; Brown Rug (Heirloom House) Approx. 9-0 x 12-0</td>
<td>22</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>4</td>
<td>Draperies 6-0 wide x 9-3 High Fabric: Westgate 1867-19 (Unlined) Incl. Labor, Rods &amp; Installation</td>
<td>49</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Quan.</td>
<td>Description</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>30</td>
<td>4 Pair</td>
<td>Cafe Curtains 6-0 Wide x 3-0 High Fabric: Westgate 1867-19 (Unlined) Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>4</td>
<td>Bamboo Sun Shades Courad Imports Hand Woven Japanese Grass Sun Shades 5-7 Wide x 7-0 High #4 Natural Flax Weave(Soft Beige)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>1 Pair</td>
<td>French Door Draperies Fabric: Westgate 1867-19 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>1 Pair</td>
<td>Exterior Door Draperies Fabric: Westgate 1867-19 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>1</td>
<td>Ceiling Light Fixture (Allowance) Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>1</td>
<td>Guest Bedroom Reupholstering Existing Chair Fabric: Brunschwig &amp; Fils 7077804</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>12 Rolls</td>
<td>Wallcovering: Brunschwig &amp; Fils 91806 (Reistane Treated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>2 Pair</td>
<td>Draperies 4-0 Wide x 9-5 High Fabric: Brunschwig &amp; Fils 7077804 (lined) Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Quan</td>
<td>Description</td>
<td>Unit Price</td>
<td>Extension</td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>-------------</td>
<td>------------</td>
<td>-----------</td>
</tr>
<tr>
<td>38</td>
<td>2</td>
<td>Bedspreads Twin Size Fitted Style (Outline Quilted) Fabric: Brunschwig &amp; Outline Quilting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>1 Pair</td>
<td>Guest Bath Draperies 4-0 Wide x 9-5 High Fabric: Brunschwig &amp; Fils 70778, 04 (lined) 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>4 Rolls</td>
<td>'allcovering: Brunschwig &amp; Fils 918.06 (Redistane Treated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>4 Rolls</td>
<td>Powder Room Scalamandre WP 81044-1 (Resistane Treated)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>1</td>
<td>New Vanity Cabinet &amp; Lavatory See Detailed Sheet Attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>2</td>
<td>Kitchen Ceiling Light Fixtures Allowance Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>1 Pair</td>
<td>Draperies 4-0 Wide x 4-0 High Fabric: Westgate 1867-19 Incl. Rods, Labor &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>1 Pair</td>
<td>Draperies 4-0 Wide x 4-0 High Fabric: Westgate 1867-19 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>1</td>
<td>Door 3-0 x 7-0 @Utility Room See Detailed Sheet Attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Quan.</td>
<td>Description</td>
<td>Unit Price</td>
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<td></td>
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<tr>
<td>47</td>
<td>1 Pair</td>
<td>Breakfast Room Draperies 4-0 Wide x 6-0 Long Fabric: Westgate 1867-19 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>1</td>
<td>Ceiling Light Fixture (Allowance) Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>3 Pair</td>
<td>Master Bedroom Draperies 4-0 Wide x 8-8 High Fabric: Westgate 1835-36 (lined) Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>12</td>
<td>Wallcovering Rolls Brunschwig &amp; Fils 11013.06 Resistane Treated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>6</td>
<td>Master Bathroom Rolls Wallcovering Roy Jacobs JSW 6112</td>
<td></td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>2 Pair</td>
<td>President's Study Draperies 4-0 Wide x 8-8 High Fabric: Westgate 8619-8 (lined) Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>2 Pair</td>
<td>Reupholstering Existing Sofa Fabric: Westgate 4534-15 Incl. Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>1</td>
<td>Ceiling Light Fixture (Allowance) Installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inventory No.</td>
<td>Item No.</td>
<td>Quan.</td>
<td>Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>--------------</td>
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<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>55</td>
<td>1 Pair</td>
<td></td>
<td>Sewing Room Draperies 4-0 Wide x 8-8 High Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>3 Pair</td>
<td></td>
<td>Son's Bedroom Draperies 4-0 Wide x 8-8 High F Fabric: Brunschwig &amp; Fils 73468,044 (lined) Sheer Fabric: Westgate 1861-1 Incl. Labor, Rods &amp; Installation</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>11 Rolls</td>
<td></td>
<td>Wallcovering: Dwoskin Pat. No. M 1393 (H)</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>4 Rolls</td>
<td></td>
<td>Son's Bathroom Wallcovering Brunschwig &amp; Fils Elephant Wall Vinyl Wallcovering to Match #73468.04 Fabric</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>1 Pair</td>
<td></td>
<td>Daughter's Bedroom Draperies 4-0 Wide x 8-8 High Fabric: Westgate 9002-1 (lined) Sheer Fabric: Westgate 1861-1 Drapery Trim (To Be Selected) Incl. Labor, Rods &amp; Installation</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>12 Rolls</td>
<td></td>
<td>Wallcovering: Roy &amp; Jacobs Stauffer STM-761 White</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>4 Rolls</td>
<td></td>
<td>Daughter's Bathroom Wallcovering: Roy Jacobs Stauffer STM-761-White</td>
<td></td>
</tr>
<tr>
<td>Inventory Number</td>
<td>Item No.</td>
<td>Quan.</td>
<td>Description</td>
<td>Unit Price</td>
</tr>
<tr>
<td>------------------</td>
<td>---------</td>
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<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>63</td>
<td>100</td>
<td>Yards</td>
<td>Master Bedroom, Son's Room, Daughter's Room, Sewing Room and Closets Carpet: Evans-Black &quot;Stately Court&quot; 100% Nylon 1067/2548 Linen Gold Incl. Pad &amp; Installation</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>28</td>
<td>Yards</td>
<td>President's Study Carpet: West Point Pepperell Cabin Crafts 100% Nylon A3-458 Great Expectations 0197 Crimson Madder Incl. Pad &amp; Installation</td>
<td></td>
</tr>
</tbody>
</table>
KITCHEN-UTILITY ROOM DOORS

LAVATORY: ELJER #051-5133 "BRENDA" CUPMATIC CHINA W/ELJER #552-124D "ULTIMA" FITTINGS (CHROME).

POWDER ROOM

LAVATORY & CABINET

NOTE: CABINET CONSTRUCTION EXPOSED TO VIEW TO BE INTERIOR CONSTRUCTION SHALL BE PAINT GRADE WHITE PINE PLYWOOD.
77-10
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that Eagleton Engineering Company, Houston, Texas, be employed to engineer, design and supervise the work required to comply with recently extended gas pipeline safety laws. Estimated Cost: $5,000 - $7,500
Source of Funds: Plant Fund Surplus
CONTRACT

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the 16th day of October, 1976, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and EAGLETON ENGINEERING COMPANY, HOUSTON, TEXAS, hereinafter called "Engineer".

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

1. The Engineer agrees to provide such engineering consulting services as required for the design, installation, and testing of a cathodic protection system for Owner's gas distribution system, such cathodic protection system to comply with the requirements of the Natural Gas Pipeline Safety Act and the Department of Transportation Regulations, Title 49, Part 192.

2. The Engineer agrees to provide personnel, tools, instruments, and transportation to:
   a. Evaluate the gas piping system and determine the best cathodic protection system design.
   b. Design the system.
   c. Prepare contract documents and material specifications.

34-46
d. Supervise the installation of the system.

e. Test the installed system.

f. Test existing cathodic protection systems installed in elevator hydraulic jack equipment, the requirements for supplementing these systems if necessary, and determine the cathodic protection requirements for similar elevator equipment, all as may be requested by Owner.

g. Prepare a comprehensive engineering report containing all field survey data, as built drawings, recommendations, discussion and other documentation.

h. Provide annual field testing of the cathodic protection system.

3. Work supervised by the Engineer shall include the following:

a. **Preliminary** - This phase of the work will include field tests and measurements to obtain data and information necessary to establish the cathodic protection system design concept. This will include soil resistivity measurements, requirements for insulating fittings, and determination of the physical characteristics of the system. Engineer shall also provide consulting services as required by Owner in conjunction with performance of a gas leak survey.

b. **Design Tests** - After the insulating fittings are installed, specific tests shall be performed to provide the necessary data to design
the system. Tests at this time will indicate whether or not the
gas piping is effectively isolated from other buried piping, and
the requirements for obtaining the necessary isolation.

c. **Design** - The cathodic protection system design shall consist of
determination of the number, size, type, and distribution of
sacrificial anodes and preparation of an installation specification.

d. **Installation and Final Test** - This work shall include supervision
of anode installation and performing necessary measurements
and other tests to confirm the effectiveness of the installed
systems. Adjustments in the quantity and placement of anodes
shall also be made based on the measurement data obtained while
the work is in progress.

e. **Report and Certification** - Engineer shall prepare a complete
report of the results, including all field data, results, and
recommendations, as required to satisfy Federal Pipeline Safety
Regulations as applied to the University gas system.

4. The work called for and included in this Agreement is to be done under
the direction of the University Resident Engineer, Mr. Ray Greene.

5. The work to be performed under this Contract shall be commenced
on or before a date to be specified in a written "Work Order".

6. The Owner shall pay the Engineer for the performance of the Con-
tract in accordance with the following Schedule of Rates and Billing
Terms.
<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer, Corrosion</td>
<td>$28.00</td>
</tr>
<tr>
<td>Technician</td>
<td>16.00</td>
</tr>
<tr>
<td>Draftsman</td>
<td>18.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>9.00</td>
</tr>
</tbody>
</table>

Routine secretarial or clerical work is not chargeable to the Owner. When clerical work is extensive, such as typing bid documents or contracts, the clerical rates will apply.

The above rates for engineers, draftsmen, and all others include all expenses relating to maintaining an office, including rent, furnishings, telephone, stationery and postage.

The rates also include all personnel expenses such as liability insurance, F.I.C.A., Federal and State Unemployment Insurance, medical insurance, taxes and overhead.

Company owned vehicle charges are billed at the rate of $30 per day for standard automobiles and light pick up trucks. Cost for rent or lease of special equipment such as air compressors, portable welding generators, or other equipment or services will be billed at actual cost.
Other minor expenses relating directly to the work are charged as follows:

a. For Xerox copies and blue prints made from our equipment, the charge will be $0.10 for each Xerox copy and $0.10 per square foot of blue print.

b. For reproduction and printing made outside our office, the actual cost of such reproduction or printing will be charged to the client.

Invoicing will normally be upon completion of work when projects are completed within approximately 45 days. For projects of longer duration, invoices will be rendered on or before the 10th of each month. The invoice will set forth the time and daily rate of each individual performing work during the period and a brief description of the work performed. Other expenses will be documented by category with supporting receipts, etc. furnished as required by the owner.

7. Work performed by the Engineer is expected to require an estimated 22 man-days of billable engineering time. Upon Owner's request, Engineer shall furnish progress reports stating accumulated charges to date and a projection of remaining billable work.

8. The Engineer shall effect, pay for and maintain during the life of this Contract, insurance acceptable to the Owner, conforming to the following schedule.
a. Worker's Compensation - Statutory Limits

b. Comprehensive General Liability

Bodily Injury
$300,000.00 per occurrence
$300,000.00 aggregate

Property Damage
$100,000.00 per occurrence
$100,000.00 per accident
$100,000.00 annual aggregate

c. Automobile Liability (Owned, non-owned or hired units)

Bodily Injury
$100,000.00 per person
$300,000.00 per occurrence

Property Damage
$100,000.00 per accident

Excess Umbrella
$1,000,000.00

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

BY

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY

Walter C. Todd, Chairman of the Board

SEAL

EAGLETON ENGINEERING COMPANY
P. O. Box 37009, Houston, Texas 77036

BY

H. N. Eagleton, President

34-51
77-11
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the contract with Bernard Johnson Incorporated for $44,000.00 to be the consultants for the Campus Master Plan update, 1975-1990 be approved and the Chairman of the Board be authorized to sign the contract.
Source of Funds: Pledged Properties Surplus.
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ARCHITECT-ENGINEER (A-E) 

STATE OF ________Texas_________ 
COUNTY OF ________Harris_________ 

THIS AGREEMENT, made the 16th day of October, 1976, by and between 

_________________________  
STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS  

hereinafter called the “Owner”, and Bernard Johnson Incorporated, Engineers, Architects and Planners, a corporation existing under the laws of the State of Texas, hereinafter called the “A-E”. 

WITNESSETH, that whereas the Owner intends to update a campus plan for 

_________________________  
Stephen F. Austin State University, Nacogdoches, Texas,  

such plan being hereinafter called the “Project”. 

NOW, THEREFORE, the Owner and the A-E, in consideration of the mutual covenants and agreements herein contained, do agree as follows: 

1. EMPLOYMENT OF A-E: The Owner agrees to employ the A-E and the A-E agrees to perform the professional services in connection with the project in Houston, Texas, and for having rendered such services, the Owner agrees to pay to the A-E compensation as stated in the sections to follow: 

2. CHARACTER AND EXTENT OF SERVICES: The character and extent of services to be provided by the A-E shall be as defined in Attachment A to this Agreement. 

3. GENERAL CONDITIONS OF AGREEMENT: The parties to this Agreement shall be subject to the General Conditions of Agreement, attached hereto and referred to as Attachment B. In the event of any differences between the terms of this Agreement and the General Conditions, the provisions of this Agreement shall control.
FEES: For, and in consideration of, the services to be rendered by the A-E, the Owner shall pay, and the A-E shall receive in Houston, Texas, the fees set forth in the "Schedule of Fees", Attachment C to this Agreement.

ADDRESS OF NOTICES AND COMMUNICATIONS: All notices and communications under this Agreement to be mailed or delivered to the A-E shall be sent to the following address:

Bernard Johnson Incorporated
5050 Westheimer
Houston, Texas 77056
Attention: Mr. Jacques Rodriguez

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be sent to the following address:

Stephen F. Austin State University
Nacogdoches, Texas 75961
Attention: Mr. C. G. Haas

SPECIAL PROVISIONS:

ESTIMONY OF WHICH, this instrument has been executed on the day and year first above written.

Walter C. Todd, Chairman of the Board

C. G. Haas, Secretary to the Board

Proposed and Agreed to

BERNARD JOHNSON INCORPORATED (A-E)
Engineers - Architects - Planners

By
Title
Vice President

Attest

34-54
ATTACHMENT A

AN UPDATED CAMPUS PLAN
FOR
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

A. SCOPE OF PROJECT. The project shall result in the development and presentation of an updated comprehensive plan which will set forth an overall program for the continued development and utilization of the University's physical facilities in the coming decade. The plan will be adequate in scope and detail to serve as a guide in the arrangement and design of buildings, exterior landscape and utilities. The plan will be coordinated with those of the City of Nacogdoches, Texas Highway Department, Texas Power and Light and other appropriate agencies.

B. SERVICES OF THE PLANNER.

1. PHASE 1. ORIENTATION AND ANALYSIS The planner will analyze the educational program with respect to physical facility implications on campus and the community. A program statement including alternative strategies will be drafted as a basis for the updated campus plan.

   a. Confer with University officials to set forth the comprehensive planning process and identify participation in the process.
b. Furnish specifications for the preparation of all data, maps and other information to be provided by the University under Item C. Services of the University.

c. Review the status of BJI's previous comprehensive plan completed in 1971 in terms of progress and changes.

d. Review with University officials the current and projected educational program in terms of objectives, organization and potential impact on the physical plant.

e. Furnish questionnaires and interview appropriate administration, faculty and students to assist in the analysis of physical needs.

f. Analyze the total campus through visual inspection and data furnished by the University. The analysis will include building use and efficiency, expansion needs, new building requirements, land use patterns, circulation, utility systems and drainage problems.

g. Draft a program summary which includes a statement of educational goals and objectives, enrollment changes, space needs, and assumptions and recommendations regarding building use and total campus design.

2. **PHASE 2. PLAN DEVELOPMENT.** BJI will develop an updated comprehensive campus plan to include, but not limited to, the
the following elements along with alternative strategies.

a. Land Use - refinement and redefinition of zones for basic activities.

b. Buildings - new, additions, adaptive reuse and demolition. More efficient use of areas where existing buildings will become obsolete. Specific recommendations will include academic and related areas as the School of Forestry, Fine Arts, faculty offices, student housing, bookstore, student health services and student union.

c. Circulation - refinement and improvement of the existing pedestrian network, service and emergency access.

d. Parking - redefinition of quantity, arrangement and type needed for an efficient parking system.

e. Utility System - gas, water, storm sewer, sanitary sewer, electric including campus lighting, improvements needed for an efficient overall utility system.

f. University/Community - relationship of activities and facilities.

g. Implementation - general priorities and scheduling recommendations for new buildings, adaptive reuse, landscaping, and addition to existing buildings, drainage improve-
ments, circulation, parking and utilities.

3. **PHASE 3. REVIEW AND PRESENTATION.**
   
a. The updated campus plan will be presented in sufficient oral and visual detail to provide a clear understanding of the major recommendations.

b. Upon completion of client review at the end of Phase 1 and 2, the recommendations and selected plan will be reviewed and refined to represent final plans and recommendations.

c. Final plans and recommendations will be included in a bound, illustrated report with separate larger prints of maps and drawings. The material contained in the report shall be of sufficient detail and scope to provide a sound basis for future decisions affecting the physical change of the campus. Thirty (30) copies of the report will be furnished.

C. **SERVICES OF THE UNIVERSITY.** It is understood that the University will provide all necessary program and physical facility data at no cost to the planner.

1. Furnish information on the current and projected programs of all departments to include statements on objectives, organization and resources.

2. Provide data on present and future enrollments and populations to be served, faculty, staff, and existing space utilization.
3. Provide necessary maps of the campus and physical plant data including uses of all spaces in buildings, building floor plans and elevations, base maps, aerial photos, inventory of parking, and size and location of all utilities.

4. Provide statements on desired relationships among department colleges and support areas.

5. Provide any available photos, slides or other special material that would be of use in the planning effort.

D. **TIME.** The services set forth in this proposal will be completed in six to eight calendar months, as follows:

Phase 1 to be started on or about August 1, 1976 and completed by September 30.

Phase 2 to be started on October 1, 1976 and completed by January 31.

Phase 3 to be started on February 1, 1977 and completed by March 31, 1977.
1. **STANDARD TERMS FOR ENGINEERING, PLANNING, SCIENTIFIC AND TECHNICAL SERVICES:**

   a. "Salary Cost" is defined as the cost of actual salaries of architects, engineers, planners, draftsmen, clerks, stenographers, etc., for time directly chargeable to the Project, plus 30 percent for social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation and holiday pay.

   b. "Subcontract Expense" is that incurred by the A-E in employment of outside firms for services, such as soil borings and tests, aerial photography, construction of physical models, and similar services. "Direct Non-Labor Expense" is that incurred by the A-E for supplies, transportation, equipment, travel, communications, subsistence and lodging away from home, and similar incidentals in connection with the Project. Those subcontract expenses and direct non-labor expenses authorized by the Owner under time and material agreements, or defined as "Additional Services" under percentage or lump sum agreements, shall be reimbursed to the A-E at direct invoice cost plus 10 percent, except as noted below. Reimbursable travel in the A-E's vehicles will be invoiced at fifteen cents ($0.15) per mile. The machine billing rate for the A-E computer is $65 per hour when the computer is used with the A-E's Proprietory Program and $35 per hour without the A-E's Proprietory Program. Staff time, supporting and operating the computer system, shall be invoiced on an hourly basis as outlined above.

   c. "Construction Cost" (applied where fees for basic services are expressed as a percentage of "Construction Costs") is the total cost of project facilities authorized and handled in each separate phase of basic services; excluding costs for A-E services, legal services, the costs of lands and rights-of-way; but including the total cost for completed construction (including modifications, additions). Construction cost definition also includes cost of work authorized for design but not constructed. For work not constructed, such as suspended work on alternates not elected, the lowest bona fide bid received from a qualified bidder will be the construction cost, or if no bids have been received, then the A-E's estimate shall be used as a measure of construction cost. Labor furnished by the Owner for the Project shall be included in the construction cost at current market prices. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the project.

2. **COORDINATION WITH THE OWNER:**

   The A-E shall hold periodic conferences with the Owner, or his representatives, to the end that the Project, as it progresses shall have benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with his current policies and construction standards. To implement this coordination, the Owner shall make available to the A-E, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

3. **FEES:**

   For, and in consideration of, the services to be rendered by the A-E, the Owner shall pay, and the A-E shall receive the fees set forth, for the indicated Phases of the work. Where the fee is based on percentage of construction cost, the fee for each separate phase shall be based on the construction cost of all work authorized by the Owner to be designed or handled by the A-E in each Phase, in accordance with this Agreement, with construction cost being based on the lowest acceptable proposal or lowest bona fide bid if no award is made. Where no proposals or bona fide bids are received, the A-E's estimates shall be the basis for final payment for the design phases.

   Unless otherwise specified, fees shall be paid to the A-E in Houston, Texas, in accordance with monthly progress billings based upon the estimates of work performed and expenses incurred during that month. Any payments not made within thirty (30) days after the date of the statement. The A-E's final payment is due and payable upon substantial completion of the construction, and after the A-E has performed final inspection and provided the Owner and Contractor a final check list of minor items to be completed. The final payment to the A-E shall not be withheld, due to refusal of the Contractor to perform a check list item, or because of disputes with the Contractor over liquidated damages, Contractor's performance, etc., since the A-E cannot and does not serve as surety for the Contractor's performance.

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**Contract Form J1109**

June 1975  eid
REVISED TO DRAWINGS AND SPECIFICATIONS: (Basic Services Contemplated)

Where lump sum or percentage fees are paid for defined basic services, the A-E will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made which, for its proper execution, involves added services and expenses for changes in, or additions to, the drawings, specifications or other documents, or if the A-E is put to labor or expense by delays imposed on him from causes not within his control, such as the readvertisement of bids or by the delinquency or insolvency of contractors, the A-E shall be compensated for such added services and expense, which services and expense shall not be considered as covered by the basic fees stipulated in the Agreement. Compensation for such added services and expense shall be made in accordance with the terms for "Additional Services". It is anticipated that the inspection services, if provided, will be performed over a period not exceeding the construction time included in the specifications or bid forms, plus 30 days.

OWNERSHIP OF DOCUMENTS:

It is understood that the A-E is preparing documents for a specific installation, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the A-E as instruments of service. The Owner may obtain, upon payment of fees due the A-E, reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the Project, and shall not authorize their use on other projects, except by written agreement with the A-E.

TERMINATION; SUSPENSION OF WORK:

The Owner may, at its discretion, terminate the work or indefinitely suspend the work under this Agreement, by giving a seven day written notice. In such event, the Owner shall assume all obligations, commitments and claims that the A-E may theretofore in good faith undertaken or incurred in connection with the Project.

If the Project is terminated, abandoned or suspended upon completion of any phase of the A-E services, payment will be made as outlined in the Schedule of Fees for each phase; if the Project is terminated, or is abandoned or suspended for more than three months during any phase of the work the A-E shall be paid for services rendered during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to suspension of the Project. The A-E shall be equitably paid for services rendered prior to effective termination notice date and for reasonable termination expenses.

PROFESSIONAL RESPONSIBILITIES:

All services hereunder will be performed in accordance with sound and generally accepted principles by personnel experienced in the applicable technical fields. The A-E shall not be liable for any indirect or consequential loss or damage arising out of the performance of services hereunder, including, but not limited to, loss of profit, or business interruption, whether caused by negligence or the A-E or otherwise.

The A-E's scope of authority does not include the expenditure of the Owner's funds through changes, disbursement powers, or supervision of the Construction Contractor's men or his subcontractors. The A-E shall not be responsible for construction methods, techniques, sequences or procedures, safety precautions and programs in connection with activities of the Construction Contractor. As to the warranty or guaranty of, or patent indemnity on, items of machinery, equipment or other products manufactured by others, or work of construction contractors, subcontractors or manufacturers, the A-E's responsibility with respect thereto is limited to the assignment by the A-E to the Owner of the manufacturer's or construction contractor's warranty or guaranty and/or patent indemnity, and the A-E agrees to cooperate with the Owner in the enforcement thereof. The A-E shall use reasonable and acceptable methods in establishing basis for cost estimates, but cannot guarantee that the construction contractor's bid basis or costs will not vary above or below such estimates. The A-E shall be included as additional insured, where construction is involved, on the Builders' Risk policy (on All-Risk Basis) and on the Contractor's General Liability Policy. In no event shall the legal liability of the A-E for damages exceed the total compensation received by the A-E for services rendered hereunder.

The Owner shall indemnify and hold the A-E and its professional consultants harmless from damages or liabilities in excess of the limits expressed above.
8. **FORCE MAJEURE:**

The A-E shall not be responsible or liable for any loss, damage, or delay caused by force majeure, which shall include riot, insurrection, embargo, fire or explosion, the elements, act of God, epidemic, war, vandalism or sabotage, earthquake, flood strike, boycott, picketing, act of any Government official or agency – civil or military, unavoidable accident, unlawful act of third parties, or any cause, whether or not similar to the foregoing which is beyond the A-E's reasonable control.

9. **SUCCESSORS AND ASSIGNMENTS:**

The Owner and the A-E each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Agreement; except as above, neither the Owner nor the A-E shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other, and they further agree that the Agreement represents the entire understanding of the Owner and A-E and cannot be changed, added to or modified in any way except by an instrument in writing signed by the Owner and by the A-E. The Owner and A-E agree to the full performance of the covenants contained herein.
ATTACHMENT "C"

SCHEDULE OF FEES

For, and in consideration of, the services to be rendered by the A-E, the Owner shall pay, and the A-E shall receive, Forty Four Thousand Dollars ($44,000.00). Payment shall be made monthly in proportion to services performed.

If the project is suspended for more than three (3) months or abandoned in whole or in part, the A-E shall be paid his fees 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 terminal expenses resulting from such suspension or abandonment.

Any payments not made within thirty (30) days on statements rendered in accordance with the above provisions shall be subject to a charge for interest at the rate of ten (10) percent per annum, and failure to make such payments accordingly shall entitle A-E to suspend services.
Upon motion of Regent Gray, seconded by Regent Cullum, with all members voting aye, it was ordered that the University be authorized to obtain bids and submit them for approval at the next meeting of the Board for loose and movable furniture and equipment for the new Agricultural Classroom Building.

Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the following budget adjustments for fiscal year 1977 be approved:

1. Education and General Funds

<table>
<thead>
<tr>
<th>Account</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1302-1001</td>
<td>Summer School Coordinator's Salary</td>
<td>$15,500</td>
</tr>
<tr>
<td>1302-1002</td>
<td>(1/2) Secretary Salary (Sum. School Coord.)</td>
<td>2,700</td>
</tr>
<tr>
<td>1302-9001</td>
<td>Travel (Summer School Coordinator)</td>
<td>2,000</td>
</tr>
<tr>
<td>1302-9001</td>
<td>Operation and Maintenance (Sum. Sch. Coord.)</td>
<td>3,000</td>
</tr>
<tr>
<td>1020-9001</td>
<td>Ag. Dept. Audio Visual Equipment</td>
<td>9,000</td>
</tr>
<tr>
<td>1046-6000</td>
<td>Sociology Student Assistant</td>
<td>250</td>
</tr>
<tr>
<td>1045-6000</td>
<td>Psychology Student Assistant</td>
<td>955</td>
</tr>
<tr>
<td>1810-9000</td>
<td>Faculty Senate Operation and Maintenance</td>
<td>1,200</td>
</tr>
<tr>
<td></td>
<td><strong>Total EfTG Funds</strong></td>
<td><strong>$34,605</strong></td>
</tr>
</tbody>
</table>

2. Pledged Property Surplus Funds

<table>
<thead>
<tr>
<th>Account</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5616-9000</td>
<td>Big Name Entertainment Operations</td>
<td>$3,745.95</td>
</tr>
<tr>
<td>1812-9000</td>
<td>Inauguration</td>
<td>7,500.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Pledged Property Funds</strong></td>
<td><strong>$11,245.95</strong></td>
</tr>
</tbody>
</table>

Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the following changes in the Student Health Services fee be approved effective with the Spring 1977 Semester.

Fall and Spring Semesters -

Students enrolling for 8 or more semester credit hours shall pay on a mandatory basis $15.00 (semester)

Students enrolling for less than 8 semester hours will pay fees for service on a voluntary basis.

Summer Terms -

Students enrolling for 3 or more semester credit hours shall pay on a mandatory basis $7.50 (per term)

Students enrolling for less than 3 hours . voluntary basis

Exceptions - Students enrolling in off-campus instructional centers only
77-15
Upon motion of Regent Justice,第二ed by Regent Wright, with all members voting aye, it was ordered that the final balances of all accounts for fiscal year 1976 be approved as detailed in the monthly financial report dated August 31, 1976.

77-16
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that Change Order No. 1 to add $1,500.98 to the contract with Temple Associates Incorporated, on the water system improvements project be approved.
Upon motion of Regent Cullum, seconded by Regent Wright, 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: (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>French 430G</td>
<td>Contemporary French Life</td>
<td>3</td>
</tr>
<tr>
<td>French 435G</td>
<td>Special Studies in French</td>
<td>3</td>
</tr>
<tr>
<td>Psychology 490G</td>
<td>Clinical Assessment Methods</td>
<td>3</td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychology 495G</td>
<td>Psychopathology (3)</td>
<td>495G</td>
<td>Developmental Psychology (3)</td>
</tr>
<tr>
<td>Psychology 550</td>
<td>Seminar in Psychology (3)</td>
<td>550</td>
<td>Seminar in Psychology (1), (2), or (3)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modern Languages, French 402G</td>
<td>French Literature from 1800-1850 (3)</td>
</tr>
<tr>
<td>Modern Languages, French 403G</td>
<td>French Literature from 1850-1914 (3)</td>
</tr>
<tr>
<td>Modern Languages, French 404G</td>
<td>French Classicism (3)</td>
</tr>
</tbody>
</table>
Low enrollment class report for Summer II, 1976

<table>
<thead>
<tr>
<th>Course</th>
<th>Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Economics 451</td>
<td>9 students</td>
</tr>
<tr>
<td>Accounting 441</td>
<td>8 students</td>
</tr>
<tr>
<td>Computer Science 331</td>
<td>8 students</td>
</tr>
<tr>
<td>Psychology 230</td>
<td>6 students</td>
</tr>
<tr>
<td>Psychology 210</td>
<td>7 students</td>
</tr>
<tr>
<td>Spanish 412</td>
<td>5 students</td>
</tr>
<tr>
<td>German 132</td>
<td>1 student</td>
</tr>
<tr>
<td>History 132</td>
<td>8 students</td>
</tr>
<tr>
<td>Elementary Education 327</td>
<td>7 students</td>
</tr>
<tr>
<td>Elementary Education 401</td>
<td>7 students</td>
</tr>
<tr>
<td>Elementary Education 462</td>
<td>4 students</td>
</tr>
<tr>
<td>Elementary Education 512</td>
<td>4 students</td>
</tr>
<tr>
<td>Chemistry 441</td>
<td>8 students</td>
</tr>
<tr>
<td>Chemistry 112</td>
<td>9 students</td>
</tr>
<tr>
<td>Geology 525</td>
<td>4 students</td>
</tr>
<tr>
<td>Physics 521</td>
<td>2 students</td>
</tr>
<tr>
<td>Physics 105</td>
<td>7 students</td>
</tr>
</tbody>
</table>

Low enrollment class report for Fall, 1976

<table>
<thead>
<tr>
<th>Course</th>
<th>Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geography 362</td>
<td>9 students</td>
</tr>
<tr>
<td>Sociology 466</td>
<td>8 students</td>
</tr>
<tr>
<td>Spanish 312</td>
<td>8 students</td>
</tr>
<tr>
<td>French 209</td>
<td>6 students</td>
</tr>
<tr>
<td>French 435</td>
<td>5 students</td>
</tr>
<tr>
<td>French 303</td>
<td>9 students</td>
</tr>
<tr>
<td>German 132</td>
<td>6 students</td>
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<tr>
<td>German 209</td>
<td>7 students</td>
</tr>
<tr>
<td>German 303</td>
<td>4 students</td>
</tr>
<tr>
<td>German 408</td>
<td>2 students</td>
</tr>
<tr>
<td>Forestry 205.04</td>
<td>9 students</td>
</tr>
<tr>
<td>Forestry 350.02</td>
<td>9 students</td>
</tr>
<tr>
<td>Forestry 464</td>
<td>6 students</td>
</tr>
<tr>
<td>Forestry 464.03</td>
<td>6 students</td>
</tr>
</tbody>
</table>

Meeting adjourned at 1:30 p.m.