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Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
held in Huxley Bay, Texas  

July 30, 1977  
VOLUME NO. 37

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

July 30, 1977

The meeting was called to order by James I. Perkins, Chairman of the Board of Regents, at 10:00 a.m. July 30, 1977.

PRESENT:

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

ABSENT: Robert C. Gray of Austin
Joe Bob Golden of Jasper

PRESEN T: C. G. Haas, Secretary to the Board
Dr. William R. Johnson, President of the University
Dr. Billy Joe Franklin, Vice President for Academic Affairs, SFASU
Dr. Gordon Beasley, Vice President for Student Affairs, SFASU

PRESEN T: Visitors: Wilbur Kent (Architect) - Kent-Marsellos-Scott, Lufkin, Texas
Harry Harwood (Architect) - Golemon and Rolfe, Houston, Texas
Bob Francis, President, Student Government Assoc.
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the minutes of the meeting of April 23, 1977, be approved.

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

1. Division of Applied Arts and Sciences
   
   Dr. Ronnie G. Barra, 40, Ph.D. (Louisiana State University), Associate Professor of Health and Physical Education at a salary rate of $3,083 for the First Summer Term, 1977.

   Ms. Ethel W. Calloway, 37, M.S. (East Texas State University), Instructional Assistant in Secondary Education at a salary rate of $500 (20% time) for the First Summer Term, 1977.

   Dr. Allen G. Cannon, 53, Ph.D. (University of Texas-Austin), Visiting Professor of Education at a salary rate of $1,100 (20% time) for the First Summer Term, 1977.

   Ms. Vera G. Graham, 43, M.Ed. (Northwestern State University), Assistant Professor of Secondary Education at a salary rate of $2,500 for the First Summer Term, 1977.

   Dr. Douglas Prewitt, 42, Ph.D. (Texas A&M University), Instructor of Secondary Education at a salary rate of $2,200 for the Second Summer Term, 1977.

2. School of Forestry
   
   Mr. Charles K. Phillips, Instructor in Management and Marketing, 50% time at a salary rate of $1,207.85 for the Second Summer Term, 1977.

3. Department of Physics
   
   Dr. Donald O. Pederson, Visiting Professor from the University of Arkansas, 100% time at a salary rate of $1,500 for Summer III (a), 1977.

   Dr. Charles H. Rogers, Visiting Professor from University of Arkansas, 100% time at a salary rate of $1,500 for Summer III (b), 1977.

   Dr. Carl Thomas Rutledge, Visiting Professor from University of Arkansas, 100% time at a salary rate of $1,500 for Summer III (c), 1977.
4. Department of Sociology

Dr. David Petty, Instructor of Sociology, 100% time at a salary rate of $2,208.33 for First Summer Term, 1977. Dr. Petty was inadvertently omitted from the summer budget.

77-68
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the following changes in status for the summer budget be approved:

1. Department of Accounting

Dr. Cecil Dollar, Professor of Accounting, from 100% time at a salary rate of $3,541.67 for First Summer Term to 100% for First Summer Term and 100% time for Second Summer Term at a salary rate of $7,083.33 for both terms.

Dr. John Whitt, Professor of Accounting and Acting Head of Department, from 100% time for First and Second Summer Terms at a salary rate of $7,250 to 100% time for the First Summer Term only at a salary rate of $3,625.00.

2. Department of Art

Mr. Bert Rees, Associate Professor of Art, from 100% teaching during First Summer Term to 100% teaching during Second Summer Term at a salary rate of $3,124.99 for the Second Summer Term, 1977.

3. Department of Chemistry

Dr. Bennie F. Walker, Associate Professor of Chemistry, from 100% at a salary rate of $3,300 to 100% at a salary rate of $4,000 for First Summer Term, 1977. This reflects amendment to Robert A. Welch Grant No. AN-7086.

4. Department of English

Dr. Barbara Carr, Assistant Professor of English, to 50% teaching for First Summer Term, 1977, at a salary rate of $1,083.33. The 50% additional contingency option has been withdrawn.

Ms. Maurice Cecil, Assistant Professor of English, from 100% for Second Summer Term to 50% for First Summer Term at a salary rate of $1,270.83 and 100% for Second Summer Term at a salary rate of $2,541.67. The additional 50% for First Summer Term is necessitated by the withdrawal of Dr. Bruce Roach from the First Summer Term staff.
Mr. Robert L. Verner, Assistant Professor of English, from 50% to 100% for First Summer Term at a salary rate of $2,333.33. The additional 50% for First Summer Term is necessitated by the withdrawal of Dr. Bruce Roach from the First Summer Term staff.

Mr. William Whitescarver, Instructor of English, from 50% to 100% for First Summer Term at a salary rate of $2,333.33. The additional 50% for First Summer Term is necessitated by the withdrawal of Mr. David Howard from the First Summer Term staff.

5. Department of Modern Languages

Mr. Manuel Mendoza, Assistant Professor of Modern Languages, from 50% time at a salary rate of $1,312.50 to 100% time at a salary rate of $2,625.00 for First Summer Term. The additional 50% time is necessitated by the resignation of Dr. Arthur Ramirez.

6. Department of Secondary Education

Dr. Bennat Mullen, Professor of Secondary Education and Director, Texas Center for Development of Human Resources, from 95% on Account 7123 and 5% on Account 7100 to 100% on Account 7123 at a salary rate of $32,500 for twelve months, effective July 1-August 31, 1977.

77-69

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

1. Admissions Office

Mr. Patrick R. Bray, 25, M.A. (Stephen F. Austin State University), Admissions Counselor at a salary rate of $10,000 for twelve months, effective June 1, 1977 through August 31, 1977.

2. Department of Accounting

Mr. Bertin E. Howard, 39, M.B.A. (Lamar Tech University), Instructor (25% time) of Accounting at a salary rate of $1,500 for the Fall Semester, 1977, only.

Mr. John Charles McAdams, 32, M.A. (Sam Houston State University), Instructor of Accounting at a salary rate of $11,000 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.
Ms. Terrie Sue Peters, 23, M.B.Ed. (Stephen F. Austin State University), Instructor of Accounting at a salary rate of $11,000 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.

3. Department of Art

Mr. Gary Quitman Frields, 31, M.F.A. (Stephen F. Austin State University), Graduate Intern in Art at a salary rate of $9,000 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.

4. Department of Biology

Dr. Susan Eileen Harwood, 31, Ph.D. (Duke University), Assistant Professor of Biology at a salary rate of $14,000 for nine months, effective Fall Semester, 1977.

5. Department of Communication

Mr. Robert Earl Hays, II, 31, M.S. (East Texas State University), Assistant Professor of Communication at a salary rate of $14,000 for nine months, effective Fall Semester, 1977.

6. Early Childhood Laboratory

Ms. Elizabeth Vaughn, 25, B.S.Ed. (Stephen F. Austin State University), Kindergarten Teacher, at a salary rate of $2,400 for three months, effective June 1, 1977 through August 31, 1977.

7. Department of English

Ms. Sherry L. Bryant, 27, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $9,000 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.

Ms. Annette Dawson, 38, M.S. (Stephen F. Austin State University), Instructor of English (50% time) at a salary rate of $2,843.50 for the Fall Semester, 1977, only.

Ms. Linda Sue Frame, 27, M.A. (Stephen F. Austin State University), Graduate Intern in English (75% time) at a salary rate of $6,750 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.
Mr. Vincent S. Goetz, 24, M.A. (Stephen F. Austin State University), Graduate Intern in English at a salary rate of $9,000 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.

Ms. Constance H. Hall, 44, M.A. (Stephen F. Austin State University), Instructor of English (50%) at a salary rate of $2,500 for the Fall Semester, 1977, only.

Ms. Joy E. McLemore, 31, M.A. (Stephen F. Austin State University), Graduate Intern in English (50% time) at a salary rate of $4,500 for nine months, effective Fall Semester, 1977. This is a temporary appointment for the 1977-78 academic year.

Dr. Warren R. True, 31, Ph.D. (University of Tennessee), Visiting Lecturer in English at a salary rate of $7,812.50 for nine months, effective Fall Semester, 1977. (This is a 75% time assignment for the Fall Semester, 1977, at a salary rate of $4,687.50 for the semester, and a 50% time appointment for the Spring Semester, 1978, at a salary rate of $3,125.00 for the semester.)

Ms. Janet M. Zacharias, 25, M.A. (Stephen F. Austin State University), Graduate Intern in English (50% time) at a salary rate of $2,500 for the Fall Semester, 1977, only.

8. Department of Home Economics

Dr. Rebecca Raburn, 32, Ed.D. (Oklahoma State University), Assistant Professor of Home Economics at a salary rate of $15,000 for nine months, effective Fall Semester, 1977.

9. Department of Mathematics

Dr. Donald L. Clark, 29, M.S. (Stephen F. Austin State University), Graduate Intern in Mathematics at a salary rate of $9,000 for nine months, effective Fall Semester, 1977.

10. Department of Modern Languages

Dr. William Myron Davis, 43, Ph.D. (New York University), Assistant Professor of Modern Languages at a salary rate of $16,000 for nine months, effective Fall Semester, 1977.

11. Department of Music

Dr. Tyrone Greive, 34, D.M.A. (University of Michigan), Assistant Professor of Music at a salary rate of $14,500 for nine months, effective Fall Semester, 1977.
Ms. Deborah Thomas, 25, M.M. (North Texas State University), Instructor of Music at a salary rate of $11,000 for nine months, effective Fall Semester, 1977.

12. Department of Political Science

Mr. Jimmy Dale Case, 29, M.A. (Texas Tech University), Instructor of Political Science at a salary rate of $11,000 for nine months, effective Fall Semester, 1977.

13. Department of School Services

Dr. Bruce Allen Payette, 31, Ph.D. (University of Arizona) Assistant Professor of School Services at a salary rate of $14,000 for nine months, effective Second Summer Term, 1977.

Dr. William F. Weber, 31, Ed.D. (University of Northern Colorado), Assistant Professor of School Services at a salary rate of $15,000 for nine months, effective Fall Semester, 1977.

14. Department of Sociology

Mr. Michael David Wiatrowski, 29, M.A. (Florida State University), Assistant Professor of Sociology at a salary rate of $13,000-$15,000 for nine months (the higher salary contingent upon completion of the Ph.D. degree), effective Fall Semester, 1977.

15. Teacher Certification Office

Mr. George D. Lindsey, 33, M.S. (East Texas State University), TV Technician-Supervisor at a salary rate of $12,000 for twelve months, effective Fall Semester, 1977.

16. University Library

Dr. John Boyd Corbin, 42, Ph.D. (University of Oklahoma), Associate Library Director for Technical Services at a salary rate of $21,000 for twelve months, effective Fall Semester, 1977.

17. Office of the Vice President for Academic Affairs

Dr. Billy J. Franklin, 37, Ph.D. (University of Texas-Austin), Vice President for Academic Affairs at a salary rate of $37,500 for twelve months, effective August 1, 1977.
18. University Computer Center

Ms. Patsy Reeves, 25, B.S. (Stephen F. Austin State University), Programmer at a salary rate of $9,800 for twelve months, effective July 11, 1977.

19. Student Affairs Division

Dr. John Robert Scott, 57, M.D. (Kansas University), University Physician for Health and Hospital Services at a salary rate of $30,000 for 10-1/2 months, effective May 1, 1977.

20. Fiscal Affairs Division

Mr. James P. Doane, 31, B.S. (Lamar University), Traffic Safety Coordinator, 4-18-77 to 9-30-77 at a monthly salary rate of $1,335.00

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

1. Office of the Vice President for Academic Affairs

Dr. John T. Lewis, III, Vice President for Academic Affairs and Professor of Psychology, effective June 30, 1977. Dr. Lewis has accepted a position elsewhere.

2. Department of Accounting

Ms. Joy Ann Havran, Instructor of Accounting, effective August 31, 1977. Ms. Havran will enter a doctoral program at the University of Texas-Austin.

3. Department of Health and Physical Education


4. Department of Modern Languages


Dr. Arthur Ramirez, Assistant Professor of Modern Languages, effective May 31, 1977. Dr. Ramirez has accepted employment elsewhere.
5. Department of Music

Mr. Stephen K. Goacher, Assistant Professor of Music, effective June 12, 1977. Mr. Goacher has accepted employment elsewhere.


6. Department of School Services

Dr. Ida B. Anderson, Assistant Professor of School Services, effective August 31, 1977. Dr. Anderson has accepted a position elsewhere.


7. Department of Secondary Education

Ms. Karoline V. Ayres, Associate Director of Career Education Project, effective June 30, 1977. The Career Education Project ended as of this date.

8. Department of Sociology

Mr. William F. Woodworth, Instructor of Sociology, effective May 13, 1977. Mr. Woodworth has completed his temporary assignment.

9. Teacher Certification Office

Mr. Fred L. Dempsey, AV/TV Technician/Supervisor, effective March 31, 1977. Mr. Dempsey resigned for personal reasons.

10. Texas Center for Development of Human Resources

Mr. Johnny M. Sanchez, Coordinator for Texas Center, effective June 17, 1977. Mr. Sanchez resigned for personal reasons.

11. University Computer Center

Mr. Tom Copeland, Data Control Analyst, effective June 30, 1977. Mr. Copeland has accepted employment elsewhere.

12. Student Affairs Division

Ms. Ann Commander, Assistant Clerk for University Postal Services, effective May 13, 1977. Ms. Commander resigned to devote more time to her family.
Dr. Corrine Jones, University Physician for Health and Hospital Services, effective June 30, 1977. Dr. Jones wishes to retire from active practice.

Dr. Geoffrey T. Grubb, University Physician for Health and Hospital Services, effective July 5, 1977. Dr. Grubb has accepted an internship at the state mental hospital in Austin to continue his specialized study in psychiatry.

13. Physical Plant

Mr. Ted M. Eddings, Planner-Estimator, effective July 15, 1977. Mr. Eddings has accepted another position elsewhere.

77-71
Upon motion of Regent Cullum, seconded by Regent Powers, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Sociology

Dr. David Lee Petty, Instructor of Sociology, to Assistant Professor of Sociology. Dr. Petty was awarded the Ph.D. degree from Texas A&M University on May 7, 1977 and has been recommended for promotion by his department head and dean.

2. Fiscal Affairs Division

Ms. Sue Evans, from Administrative Secretary for Computer Center to Administrative Assistant/Secretary to the Traffic Safety Coordinator, for the period 5-12-77 to 8-31-77 at a monthly salary rate of $650.00.

77-72
Upon motion of Regent Justice, seconded by Regent Todd, with all members voting aye, it was ordered that the following requests for leave be granted:

1. Department of Computer Science

Mr. George W. Dailey, Assistant Professor of Computer Science, effective July 1, 1977 through August 31, 1978. Mr. Dailey will be enrolled full-time in a doctoral program at the University of Southwestern Louisiana.

2. Department of Elementary Education

has requested an extension of her leave in order to complete her doctoral studies at North Texas State University.

3. Department of Mathematics

Dr. Russell G. Brasher, Associate Professor of Mathematics, effective 1977-78 academic year. Dr. Brasher will be engaged full-time in the study of applied mathematics/computer science/statistics.

77-73
Upon motion of Regent Justice, seconded by Regent Powers, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Economics and Finance

Dr. Chester Lee Allen, Associate Professor of Economics and Finance, effective September 1, 1977. Dr. Allen served as Visiting Professor at Virginia Tech during the 1976-77 academic year.

2. Department of Political Science

Dr. Wayne E. Johnson, Associate Professor of Political Science, effective June 1, 1977. Dr. Johnson held a Humanities Fellowship in Residence for College Teachers at Princeton University during the 1976-77 academic year.

3. Department of Sociology

Mr. William T. Toney, Jr., Instructor of Sociology, effective September 1, 1977. Mr. Toney has been enrolled in a doctoral program in Criminal Justice at Sam Houston State University.

77-74
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the following retirements be accepted:

1. Department of Health and Physical Education

Dr. Alvera Griffin, Professor of Health and Physical Education, effective July 1, 1977.

2. Student Affairs Division

Mr. Charles E. Spies, Maintenance Supervisor for University Center Administration, effective May 31, 1977.
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the following promotion be approved:
(This individual has completed requirements for promotion and has been recommended by the department head and dean.)

1. Department of Health and Physical Education

Ms. MargeAnn McMillan, from Instructor to Assistant Professor of Health and Physical Education.
77-76
Upon motion of Regent Wright, seconded by Regent Cullum, with all members voting aye, it was ordered that the SFASU Campus Master Plan Update for the years 1977-1990 be approved as submitted under separate cover.

77-77
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the architectural contract with Golemon and Rolfe of Houston, Texas, for the design and supervision of the Student Health Service Facilities, be approved and that the Chairman of the Board be authorized to sign the contract.
STATE OF TEXAS
COUNTY OF NACOGDOCHES

This AGREEMENT made this 30th day of July in the year of Nineteen Hundred and Seventy-seven.

BETWEEN

STEPHEN F. AUSTIN STATE UNIVERSITY,
Nacogdoches County, Texas, the Owner, and
GOLEMON & ROLFE, ARCHITECTS

5100 Travis Street
Houston, Texas, the Architect.

It is the intention of the Owner to construct a University Health Service Building on the Stephen F. Austin State University campus, Nacogdoches, Texas, the building to be of approximately 13,000 gross square feet, hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.
I. The Architect shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

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

A. For the Architect's Basic Services, as described in Paragraph 1.1 with the exception of periodic visits to the site described in subparagraph 1.1.14, compensation shall be the lesser of:

1) The time of the Architect's personnel at a multiple of two and five-tenths (2.5) times Direct Personnel Expense as defined in Article 4, plus services of professional consultants at the amount billed to the Architect for such services, plus direct expenses of the Architect in connection with the project at the cost to the Architect, or

2) Forty-five thousand eight hundred dollars ($45,800.00).

For the Architect's basic services described in subparagraph 1.1.14, compensation of three hundred dollars ($300.00) for each one-day visit.

A. For the Architect's Basic Services, as described in Paragraph 1.1, the single stipulated sum of $48,013.00.

B. For the Architect's Additional Services, as described in Article 1.3, a sum computed as follows:
1. The time of the Architect's personnel computed at a multiple of two and five-tenths (2.5) times Direct Personnel Expense as defined in Article 4, plus

2. The services of Professional Consultants at a multiple of one and one-tenth (1.1) times the amount billed to the Architect by the consultants for such services.

C. If the scope of the Project is changed materially, the Architect's compensation for professional services, as set forth in Paragraph IIA, shall be adjusted by mutual consent.

The compensation set forth in Paragraph IIA will be subject to renegotiation if the services covered by this Agreement have not been completed within eighteen (18) months of the date hereof.

D. For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.
E. The times and further conditions of payment shall be as described in Article 6.

ARTICLE 1
ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect’s Basic Services consist of the five phases described below and include normal structural, mechanical, and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

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

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

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

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project, including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.
1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.
1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.
1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of the Contractor's or subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 Omitted

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

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

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies or prospective sites.
1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

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

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

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

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

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

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

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

1.3.14 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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

1.3.16 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.
1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

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

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

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

1.3.21 Providing drawings and/or other documents for foundation redesign due to unforeseen conditions or for major changes in partition layout or space usage.

1.3.22 Preparing drawings and/or other documents as may be required by governmental authorities, private utility companies, or other outside parties, which are in addition to the normal contract documents required to obtain a bona fide Contractor's bid for the construction of this Project.

1.3.23 Providing consultation in the determination of liquidated damages due from the Contractor in the event that the conditions warrant such action.
ARTICLE 2
THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

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

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

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

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

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.
2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, and shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work.

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

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.
3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. 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.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or
other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3)
the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Personnel engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.
ARTICLE 5
REIMBURSABLE EXPENSES

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

5.1.1 Expense of transportation and living when traveling in connection with the Project except travel to and from the Architect's or Professional Consultant's office and the project site; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions for bidding purposes, postage and handling of Drawings and Specifications to Contractor.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.
ARTICLE 6
PAYMENTS TO THE ARCHITECT

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

6.1.1 Payments of the Stipulated Sum as provided in Paragraph IIA shall be made monthly in proportion to services performed so that the total payments on account of the Stipulated Sum at the completion of each Phase of the Architect's Services shall equal the following percentages:

- Schematic Design Phase .................. 15%
- Design Development Phase .............. 35%
- Construction Documents Phase .......... 75%
- Bidding or Negotiation Phase .......... 80%
- Construction Phase ...................... 100%

6.2 Payments for time of Architect's personnel and services of professional consultants and direct expenses as provided in Paragraphs IIA, and IIB (pages 2 and 3), and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's Compensation shall be subject to renegotiation.

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.
ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.
ARTICLE 10
SUCCESSORS AND ASSIGNS

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

ARTICLE 11
ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

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

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
ARTICLE 13
GOVERNING LAW

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

This Agreement executed the day and year first written above.

SEAL
THE BOARD OF REGENTS OF
STEPHEN F. AUSTIN STATE UNIVERSITY

ATTEST
C. G. Haas, Secretary
James I. Perkins, Chairman

GOLEMON & ROLFE, ARCHITECTS
Harry A. Golemon, Partner
Texas No. 2052
77-78
Upon motion of Regent Justice, seconded by Regent Todd, with all members voting aye, it was ordered that the law firm of McCall, Parkhurst and Horton of Dallas, Texas, be appointed as bond counsel for the issuance of General Fee Revenue Bonds to finance the Student Health Service Facilities.

77-79
Upon motion of Regent Justice, seconded by Regent Todd, with all members voting aye, it was ordered that the firm of Russ Securities Corporation of San Antonio, Texas, be appointed as fiscal advisors to assist the University in issuing the General Fee Bonds to finance the Student Health Service Facilities.

77-80
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the preliminary plans and cost estimate of the Student Health Service Facilities be approved; that the University be authorized to advertise for bids for the purpose of bringing a contract to the October meeting of the Board; and that the University be authorized to obtain the approval of the project from the Coordinating Board.

77-81
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the contract for architectural services of the firm of Kent-Marsellos-Scott of Lufkin, Texas, for the design and supervision of construction of the renovating of the Birdwell Building and the Ag Shop Building, be approved and the Chairman of the Board be authorized to sign the contract.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Thirtieth day of July in the year Nineteen Hundred and Seventy Seven and between the BOARD OF REGENTS STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT-MARSELLOS-SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas hereinafter called the Architect.

WITNESSETH, whereas the Owner intends to erect on the campus of Stephen F. Austin State University, Nacogdoches, Texas, AGRICULTURE SHOP BUILDING RENOVATIONS AND BIRDWELL BUILDING RENOVATIONS hereinafter called the Project.

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

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

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

a) For the Architect's Basic Services, as described in Paragraph 1.1; ten percent (10%) of the project construction cost; hereinafter referred to as the Basic Rate, and such
other payments and reimbursements as may hereinafter be provided, but all such payments and every payment herein provided shall be from appropriated funds of 65th Legislature, Regular Session, for Major Improvements and Repairs for Stephen F. Austin State University and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

b) For the Architect's Additional Services as described in Paragraph 1.3 Compensation for Principals, employees, and consultants time as agreed upon between the Owner and the Architect.

c) For the Architect's Reimbursable Expenses, amounts expended as defined in Article 5.

III. The Architect and the Owner further agree to the following Terms and Conditions:

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.
SCHEMATIC DESIGN PHASE

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

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

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

DESIGN DEVELOPMENT PHASE

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

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

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the
entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due; and in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work.

1.1.11 The Contract Documents shall consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda
issued prior to and all Modifications issued after execution of the Contract. Unless the context indicates clearly to the contrary, terms employed shall have the same meaning as those defined in the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction.

1.1.12 The Architect shall provide administration of the Contract for Construction as set forth in the 1976 Edition of AIA Document A201, General Conditions of the Contract for Construction. Unless otherwise provided, the Architect’s duties and responsibilities during construction shall be as set forth in the following Subparagraphs 1.1.13 through 1.1.26.

1.1.13 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.1.26.

1.1.14 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site
observations as an architect, the Architect shall keep the Owner informed of the progress of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.

1.1.15 The Architect shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect shall not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work, and shall not be responsible for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.1.16 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.17 The Architect shall determine the amounts owing to the Contractor based on on-site observations and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents. The accuracy of each Application for Payment shall remain the primary responsibility of the Contractor, and the Architect may presume it to be accurate.

1.1.18 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the
data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.19 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between
the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.

1.1.20 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.1.21 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in the Owner-Architect Agreement and in the Contract Documents.

1.1.22 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the proper implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.1.23 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data, and
Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.1.24 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, and not inconsistent with the intent of the Contract Documents.

1.1.25 The Architect shall conduct observation, to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.26 The extent of the duties, responsibilities, and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If the Owner and the Architect agree that more extensive representation at the site than is described under Subparagraphs 1.1.14 and 1.1.25 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.
1.2.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Project Representatives shall be set forth in an exhibit appended to this Agreement, or in the absence of such exhibit, as set forth in the current edition of AIA Document B352, Duties, Responsibilities, and Limitations of Authority of Project Representative.

1.2.4 Through the on-site observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.
1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

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

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

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

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

1.3.7 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

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

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

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

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

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

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

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

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

ARTICLE 4
DIRECT PERSONNEL EXPENSE

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

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

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

ARTICLE 6

PAYMENTS TO THE ARCHITECT

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

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

- Schematic Design-------------------15%
- Design Development Phase--------------35%
- Construction Documents Phase----------75%
- Bidding or Negotiation Phase-----------80%
- Construction Phase------------------100%
6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment.

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.
ARTICLE 8
TERMINATION OF AGREEMENT

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

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

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

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

ARTICLE 9
OWNERSHIP OF DOCUMENTS

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

**ARTICLE 10**

**SUCCESSORS AND ASSIGNS**

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

**ARTICLE 11**

**ARBITRATION**

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

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

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

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

ARTICLE 13
GOVERNING LAW

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT ARCHITECTS-ENGINEERS

By

37-64
77-82
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the preliminary plans and cost estimate of the renovation of the Birdwell Building and Ag Shop Building be approved and that the University be authorized to advertise for bids so as to bring the contract for the work to the October meeting.

77-83
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that Change Order No. 1 adding $2,882.94 to the contract of R. G. Muckleroy Company for the construction of the Agriculture Building be approved and the Chairman of the Board be authorized to sign the Change Order.

77-84
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that Change Order No. 1 on the R. G. Muckleroy Company contract for the construction of the Greenhouse to add $3,482 be approved and the Chairman of the Board be authorized to sign the Change Order.

77-85
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following budget adjustments for FY77 be approved:

1. Add $ 4,500 to 1055 Applied Sciences for Minimester O&M Expenses
2. Add $ 26,000 to 1055 Applied Sciences for Minimester Teaching Salaries
3. Add $ 6,500 to 1204 Building Maintenance for Resurfacing HPE Synthetic Flooring
4. Add $ 4,000 to 1204 Building Maintenance for Replacing Absorber's Solution Pump and Motor
5. Add $ 5,000 to 1204 Building Maintenance for Purchasing and Installing Coaxial Cables for Computer Terminals
6. Add $ 1,500 to 1041-9100 Geography Equipment
7. Add $ 8,500 to 5090 Student Publication for Increased Yearbook Sales

Source of Funds: Items 1,2,3,4,5 and 6 - Education and General Surplus
Item 7 - Sales from Yearbooks

77-86
Upon motion of Regent Justice, seconded by Regent Powers, with all members voting aye, it was ordered that the University's Annual Operating Budget for FY78 containing an estimated income of $28,155,333.00 and an estimated expenditure of $27,548,444.00 be approved as submitted under separate cover.
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the current bank depository contracts with the following banks be extended with the same terms for FY78.

- Commercial National Bank - Nacogdoches
- Fredonia State Bank - Nacogdoches
- Stone Fort National Bank - Nacogdoches
- Lufkin National Bank - Lufkin
- First Bank & Trust Co. - Lufkin

Upon motion of Regent Wright, seconded by Regent Justice, with all members voting aye, it was ordered that any two of the following four persons be authorized to sign vouchers and checks on all the funds of the University of fiscal years 1978 and 1979:

- Dr. William R. Johnson, President
- Mr. C. G. Haas, Vice President for Fiscal Affairs
- Mr. Otto Ehrlich, Comptroller
- Mr. Travis Whitaker, Business Manager

Upon motion of Regent Justice, seconded by Regent Wright, with all members voting aye, it was ordered that Dr. William R. Johnson, President of the University, be authorized to approve official travel within the state, or out of the state, for the period September 1, 1977 to August 31, 1979, and in the event of his extended absence, C. G. Haas, Vice President for Fiscal Affairs, be authorized to approve such travel.

Upon motion of Regent Cullum, seconded by Regent Justice, with all members voting aye, it was ordered that C. G. Haas, Secretary to the Board of Regents, be authorized to approve travel vouchers of members of the Board of Regents.

Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the guidelines for the administration of tuition and scholarships provided from appropriated funds of the 65th Legislature be approved as follows:

(a) Scholarships are to be awarded annually to students who have been accepted for enrollment and who actually enroll in the term or terms for which the scholarship is awarded.
(b) The student must not be on probation or suspension during the term in which the scholarship is awarded. The student's scholastic performance will be reviewed each semester.

(c) The amount granted to each student will not exceed the full tuition fee as provided by law as tuition for that particular type of student.

77-92
Upon motion of Regent Bryce, seconded by Regent Wright, will all members voting aye, it was ordered that the University be authorized to (a) obtain professional engineering assistance for preparing specifications on fire detection and alarm systems for the Dormitory 17 building (Gladys E. Steen) and for the Garner Apartments building and (b) obtain bids for purchasing and installing such equipment to be considered at the next meeting.

77-93
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the Health and Physical Education Complex be named for Dr. Lucille Norton, as the "Lucille Norton Health and Physical Education Complex."

77-94
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to plan the renovation of the building formerly occupied by the Military Science Department, to provide for Physical Plant-Maintenance Department Offices in accordance with the Campus Master Plan so that bids can be taken to let a contract in the October 1977 Regents' meeting.

77-95
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the University be authorized to obtain architectural-engineering professional assistance in planning the necessary structural alterations to provide for access to the ceiling lighting in the Fine Arts Auditorium, and to bring such plans and estimates of cost to the next Regents' meeting.

77-96
Upon motion of Regent Justice, seconded by Regent Todd, with all members voting aye, it was ordered that the actions taken by the University to comply with the Judgment No. 947 of the Court of Civil Appeals, Twelfth Supreme Judicial District of Texas, including payment to the appellant,
Loggins Construction Company, of $44,954.24 ($39,500 originally withheld plus required interest) and payment of court costs of $378.55; be ratified, and that the Chairman of the Board be authorized to write a letter to the Attorney General concerning the handling of this case.

77-97
Upon motion of Regent Todd, seconded by All Others, appreciation was extended to Regent Bryce for his gracious and generous hospitality in hosting the meeting at Huxley Bay.
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the following curriculum items, approved by the University Undergraduate and Graduate Curriculum Committees, be approved:

COURSES ADDED: (Curriculum Committee)

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<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
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<tr>
<td>Agriculture 446</td>
<td>Advanced Crop Production</td>
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<td>Agriculture 480</td>
<td>Topics in Agriculture</td>
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<td>Special Studies in Health Education</td>
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<td>Special Studies in Physical Education</td>
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<td>Interior Design: An Historical Approach</td>
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<td>Home Economics 478</td>
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<td>Advanced Topics in Undergraduate Mathematics and Statistics</td>
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<td>Instrumental Workshop</td>
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<td>Electricity and Mechanics in Practice</td>
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<td>Political Science</td>
<td>Topics in the Development of American Public Law</td>
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### COURSES TO BE REVISED: (Curriculum Committee)

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<td>Field Study and Seminar in Social Welfare and Rehabilitation Services(6)</td>
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<td>Clinical Practice in Social and Rehabilitation Services(6)</td>
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### COURSES TO BE DELETED: (Curriculum Committee)

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COURSES ADDED: (Graduate Council)

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COURSES TO BE REVISED: (Graduate Council)

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<th>Department and Number</th>
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<th>New No.</th>
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<td>480G AB</td>
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</table>

The following low-enrollment courses are reported for the First Summer Term, 1977:

- Chemistry 451.01: 8 students
- Chemistry 331.01: 9 students
- Geology 555.01: 4 students
- History 345.01: 9 students
- Spanish 308.01: 7 students
The next meeting of the Board has been tentatively set for Friday, November 4, 1977, 2:00 p.m. on the University Campus (in conjunction with Homecoming).

Meeting adjourned at 1:30 p.m.