MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 39

February 11, 1978

Nacogdoches, Texas
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Board of Regents
held in Nacogdoches, Texas
February 11, 1978
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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

February 11, 1978

The meeting was called to order by James I. Perkins, Chairman of the Board of Regents, at 9:00 a.m. February 11, 1978.

PRESENT:

Members: James I. Perkins of Rusk
          Walter C. Todd of Dallas
          Ernest Powers of Carthage
          Homer Bryce of Henderson
          Joe Bob Golden of Jasper
          Robert E. Samuel, Jr. of Madisonville

Absent: Mrs. George Cullum, Jr. of Dallas
        Mrs. Peggy Wright of Nacogdoches
        Mr. Glenn Justice of Dallas

PRESENT: C. G. Haas, Secretary to the Board
         Dr. William R. Johnson, President of the University
         Dr. Billy Joe Franklin, V.P. for Academic Affairs, SFASU
         Dr. Gordon Beasley, V.P. for Student Affairs, SFASU
         Mr. Robert Provan, Legal Counsel, SFASU

PRESENT:

Visitors: Steve Widner, U. C. Vice President
          Susan Cook, U. C. Secretary
          Melanie Smith, RHA President
          Jon Perez, RHA Vice President
          Louis Deluca, Pine Log Editor
          Christi Harlan, Pine Log Reporter
          Kathy Saxton, Pine Log Reporter
          Bob Francis, Student Government President
          Mark Burroughs, Student Government Vice President
          Gayle Thompson, Student Government Senator
          Don Davis, Student Government
          K. Smith, Student Government

Others: Martha McCabe, Attorney-at-Law
        Dr. Kent Adair, Dean, School of Forestry (SFASU)
78-33
Upon motion of Regent Powers, seconded by Regent Todd, with all members voting aye, it was ordered that the minutes of the meeting of November 4, 1977, be approved.

78-34
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that Dr. William R. Johnson be elected President of the University for the period September 1, 1978 to August 31, 1979.

78-35
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Division of Applied Arts and Sciences

   Ms. Mary Alice Crowell, 45, M.B.Ed. (Stephen F. Austin State University), Graduate Intern (75% time) at a salary rate of $3,375 for the Spring Semester, 1978, only.

   Mr. Johnny Thomas Long, 52, M.Ed. (Stephen F. Austin State University), Instructor (25% time) at a salary rate of $966 for the Spring Semester, 1978, only.

2. Department of Accounting

   Mr. Donald Ray Deis, Jr., 25, M.B.A. (Texas A&I University-Corpus Christi), Instructor of Accounting at a salary rate of $12,750 for nine months, effective Spring Semester, 1978.

   Mr. Bertin E. Howard, 40, M.B.A. (Lamar Tech), Instructor (25% time) of Accounting at a salary rate of $1,500 total for the Spring Semester, 1978, only.

3. Department of Elementary Education

   Dr. Henrietta Grooms, 43, Ed.D. (University of Georgia), Visiting (25% time) Instructor in Elementary Education at a salary rate of $1,200 for the Spring Semester, 1978, only.

4. Department of English

   Ms. Annette S. Dawson, 39, M.S. (Stephen F. Austin State University), Instructor (50% time) in English at a salary rate of $3,125.00 for the Spring Semester, 1978, only.
5. School of Forestry

Mr. Patrick R. Bray, 26, M.A. (Stephen F. Austin State University), Instructor of Forestry and Manager of Career Development Services at a salary rate of $13,300 for twelve months, effective November 14, 1977.

Dr. James G. Dickson, 35, Ph.D. (Louisiana State University), Visiting Lecturer (25% time) in Forestry at a salary rate of $1,500 for the Spring Semester, 1978, only.

6. Department of Home Economics

Mr. Billy Mack Ramsey, 31, M.F.A. (Louisiana Tech University), Assistant Professor of Home Economics at a salary rate of $16,000 for nine months, effective Spring Semester, 1978.

7. Department of Sociology

Ms. Bettie B. Griffin, 51, M.Ed. (Stephen F. Austin State University), Visiting Lecturer (25% time) in Sociology at a salary rate of $1,375 for the Spring Semester, 1978, only.

Mr. Edwin Dale Gunter, 56, M.A. (Southwest Texas State University), Visiting Lecturer (25% time) in Sociology at a salary rate of $1,555 for the Spring Semester, 1978, only.

8. Student Affairs Division

Mr. Michael Kent Ray, 20, Traffic Officer for University Police Department at a salary rate of $8,000 for twelve months, effective November 1, 1977.

Mr. Drew M. Hufstedler, 21, Patrolman for University Police Department at a salary rate of $8,000 for twelve months, effective January 23, 1978.

9. Physical Plant

Mr. Dana C. Brewton, 29, Grounds Foreman at a salary rate of $12,000 for twelve months, effective January 16, 1978.

78-36
Upon motion of Regent Bryce, seconded by Regent Golden, with all members voting aye, it was ordered that the following resignations be accepted.
1. School of Forestry

Dr. Jack B. Coster, Professor of Forestry, effective January 31, 1978. Dr. Coster has accepted a position elsewhere.

Dr. Ricardo Clemente, Assistant Professor of Forestry, effective December 31, 1977. Dr. Clemente has been on leave of absence with FAO in Rome, Italy, and he has accepted a permanent assignment with this organization.

2. Student Affairs Division

Mr. Willie Ross Ashby, III, Patrolman for University Police Department, effective November 1, 1977. Mr. Ashby resigned to accept employment with another agency.

Ms. Linda M. Himes, Patrolwoman for University Police Department, effective November 30, 1977. Ms. Himes resigned due to her having been chosen as candidate to attend the Department of Public Safety Patrol School.

3. Physical Plant

Mr. John L. Branton, Painter Foreman, effective December 31, 1977. Mr. Branton resigned for personal reasons.

Mr. Gary R. Moffat, Safety Engineer, effective November 30, 1977. Mr. Moffat has accepted employment elsewhere.

78-37

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

1. Department of English

Dr. Warren R. True, Visiting Lecturer in English, from 75% time at a salary rate of $4,687.50 for the Spring Semester, 1978 to 100% time at a salary rate of $5,729.17 for the Spring Semester, 1978. This includes a 25% time conditional appointment to teach in the Mini-mester.

2. School of Forestry

Dr. Paul C. Johnson, Research Associate in Forestry, from a salary rate of $13,408 for twelve months to $14,908 for twelve months. Dr. Johnson is employed full-time as a Research Associate and will teach one course as an overload this Spring Semester because of the resignation of a faculty member.
3. Department of History

Dr. George E. Cooper, Jr., Instructor of History, from a salary rate of $14,000 for nine months to a salary rate of $14,750 for nine months. Dr. Cooper has successfully completed the Ph.D. program.

4. Department of Management and Marketing

Mr. Robert Ringle, Instructor in Management, from 25% time to 50% time at a salary rate of $3,000 for the Spring Semester, 1978, only. The increased time is needed because a faculty member is on leave of absence this semester.

5. Department of Theatre

Mr. Clifford Smith, Instructor in Theatre, from 100% teaching at a salary rate of $13,250 for nine months to 50% teaching and 50% Drama Technician at a salary rate of $13,270 for nine months, effective Spring Semester, 1978. This change is made to more accurately reflect the individual's responsibilities and work assignment.

6. Student Affairs Division

Ms. Emilee Odom, from hourly to full-time budgeted employment as Patrolwoman for University Police Department at a salary rate of $8,000 for twelve months, effective December 15, 1977.

Upon motion of Regent Todd, seconded by Regent Golden, with all members voting aye, it was ordered that the following requests for leave be accepted:

1. School of Forestry

Mr. Bruce Cutter, Instructor of Forestry, from January 1, 1978, through December 31, 1978. Mr. Cutter is enrolled in an approved doctoral program at the University of Missouri.

2. Department of Music

Mr. Max L. Morley, Assistant Professor of Music, from January 15, 1978, through May 31, 1978. Mr. Morley is enrolled in an approved doctoral program at North Texas State University.
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of English

   Dr. Warren Austin, Professor of English, 25% time, at a salary rate of $3,063 for the Spring Semester, 1978. Dr. Austin was on unpaid leave for the Fall Semester, 1977.

2. School of Forestry

   Dr. J. Robert Singer, Assistant Professor of Forestry, at a salary rate of $17,000 for nine months, effective Spring Semester, 1978. Dr. Singer has been on assignment with the Environmental Protection Agency in Washington, D.C.

Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the following promotion be granted:

1. Department of Modern Languages

   Dr. Bonnie Todd, from Instructor of Modern Languages at a salary rate of $15,250 for nine months to Assistant Professor of Modern Languages at a salary rate of $15,750 for nine months. Dr. Todd has completed all requirements for the Ph.D. at Rice University and has been recommended for promotion by her Department Head and Dean, effective Spring Semester, 1978.

Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that the minutes reflect receipt by the Regents of the twelfth class day enrollment report as required by House Bill 1012, May 1977.

Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that the minutes reflect receipt by the Regents of the last class day enrollment report as required by House Bill 1012, May 1977.
78-43
Upon motion of Regent Powers, seconded by Regent Bryce, with all members voting aye, it was ordered that the revised Fiscal Regulations, as submitted under separate cover, be approved.

78-44
Upon motion of Regent Golden, seconded by Regent Todd, with all members voting aye, it was ordered that the University be authorized to prepare the FY79 budget to comply with all requirements of the statutes, including the appropriation bill, and that the recommendations include the implementation of a Classified Personnel Pay Plan within the limit of funds available.

78-45
Upon motion of Regent Golden, seconded by Regent Bryce, with all members voting aye, it was ordered that the following budget adjustments be approved:

1. Add $463.40 to 1026 - Health & Physical Education - For maintaining tennis courts and replacing old equipment.

2. Add $6,635.00 to 1033-9300 - Theatre O&M - To pay wages for Theatre Technician

3. Add $2,000.00 to 1025-9200 - Student Teaching - Additional travel funds for supervision of students in Secondary Education.

4. Add $5,000.00 to 1076 - Reserve for Graduate Assistants - For additional graduate assistants in School of Business

Source of Funds: Education and General Surplus

5. Add $12,150.00 to 5085-6000 - Intramural Activities - For graduate assistants in Intramural Department

Source of Funds: Pledged Property Surplus

78-46
Upon motion of Regent Powers, seconded by Regent Samuel, with all members voting aye, it was ordered that the following room and board rates and apartment rentals be approved:
Average Increase - 6%
Maximum 9-Months Increase - $76.00

<table>
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<th>Dormitories</th>
<th>W/5 Day 15 Meals</th>
<th>W/7 Day 13 Meals</th>
<th>W/7 Day 20 Meals</th>
<th>S.S. 6 Weeks</th>
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<td>(Meals)</td>
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<td>$145</td>
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</table>

*Includes utilities, television cable, telephone in Garner Apartments only.

78-47
Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the architectural firm of Kent-Marsellos-Scott be approved for the planning and design of the University Center Expansion Project, and the Chairman of the Board be authorized to sign the contract.
ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 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 review the understanding of such requirements with the Owner.
1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

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

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

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

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

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope of quality of the Project or in the Project budget
authorized by the Owner, the Architect shall prepare, for approval by
the Owner, Construction Documents consisting of Drawings and Specifi-
cations setting forth in detail the requirements for the construction of
the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary
bidding forms, the Conditions of the Contract, and the form of the Agree-
ment between the Owner and the Contractor.

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

1.3.4 The Architect shall assist the Owner in connection with the Owner's
responsibility for filing documents required for the approval of
government authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 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
assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION
CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract
for Construction and, together with the Architect's obligation to provide
Basic Services under this Agreement, will terminate when final payment
to the Contractor is due, or 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, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 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 1.5.16.

1.5.4 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 and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site 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.

1.5.8 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 1.5.4 and on 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 any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 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.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by any interpretation or decision rendered in good faith in such capacity.

1.5.11 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 this Agreement and in the Contract Documents.

1.5.12 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 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 provision of the Contract Document, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the 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.

1.5.14 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 which are not inconsistent with the intent of the Contract Documents.
1.5.15 The Architect shall conduct inspections 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.

1.5.16 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.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 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, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the 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 modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.
1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

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

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 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.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.
1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing services for planning tenant or rental spaces.

1.7.11 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.12 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.13 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.
1.7.14 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.15 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.16 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.

1.7.17 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

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

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

1.7.20 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 regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

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

2.4 The Owner shall furnish a legal description and 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.

2.5
The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect.
Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

2.6
The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.7
The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.8
The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST
3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement or Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be
increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.
ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and 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 and the Architect's employees and 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 data processing and photographic production techniques when used in connection with Additional Services.

5.1.3 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.
ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of Services, on the basis set forth in Article 14.

6.1.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.2 for Additional Services.

6.1.3 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.1.2 based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.
6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is abandoned in whole or in part, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

8.1 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. The Owner shall be permitted to retain copies of Drawings, Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

ARTICLE 9

ARBITRATION

9.1 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 person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the
Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons dully consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

9.2 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.

9.3 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 10
TERMINATION OF AGREEMENT

10.1 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.
10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

.1 20 percent if termination occurs during the Schematic Design Phase; or

.2 10 percent if termination occurs during the Design Development Phase; or

.3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

ARTICLE 12
SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their 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 any interest in this Agreement without the written consent of the other.
ARTICLE 13
EXTENT OF AGREEMENT

13.1 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 14
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 BASIC COMPENSATION

14.1.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

For work awarded under a single stipulated sum contract:

   New work Seven per cent (7%) of the Construction Cost.
   Remodeling Nine and 31/100 per cent (9.31%) of the Construction Cost.

14.1.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each
Phase shall equal the following percentages of the total Basic Compensation payable:

- Schematic Design Phase: percent (15%)
- Design Development Phase: percent (35%)
- Construction Documents Phase: percent (75%)
- Bidding or Negotiation Phase: percent (80%)
- Construction Phase: percent (100%)

14.2 COMPENSATION FOR ADDITIONAL SERVICES

14.2.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

- Principals time at the fixed rate of $40.00 per hour. For the purpose of this agreement the principals are:
  - Wilbur Kent
  - Floyd Marsellos
  - Ray Scott

- Employees time (other than principals) at a multiple of 2-1/2 times the employee's Direct Personnel Expense as defined in Article 4.

14.2.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provide under Subparagraph 1.7.21 or identified in Article 15 as part
of Additional Services, a multiple of (1.5) times the amounts billed
to the Architect for such services.

14.3 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any
other items included in Article 15 as Reimbursable Expenses, a multiple
of (1.0) times the amounts expended by the Architect, the Architect's
employees and consultants in the interest of the Project.

14.4 Payments due the Architect and unpaid under this Agreement shall
bear interest beginning sixty days from the date payment is due at the
rate of 6%.

14.5 The Owner and the Architect agree in accordance with the Terms and
Conditions of this Agreement that:

14.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed
materially, the amounts of compensation shall be equitably adjusted.
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
Upon motion of Regent Golden, seconded by Regent Todd, with all members voting aye, it was ordered that the architectural firm of Bernard Johnson, Incorporated be approved for the planning and design of Student Housing Facilities Project, and that the Chairman of the Board be authorized to sign the contract.
Standard Form of Agreement Between
Owner and Architect – Engineer

(When Percentage of Construction Cost is Basis for Compensation for Services)

This Agreement made the 17th day of February, 1978 by and between Stephen F.
Austin State University hereinafter called “the Owner,” and Bernard Johnson Incorporated, a Corporation organized
and operating under the laws of the State of Texas, hereinafter called the “A-E.”

WITNESSETH, that it is the intention of the Owner to construct an on-campus student housing complex,
hereinafter referred to as “the Project.”

NOW, THEREFORE, the Owner and the A-E agree as set forth below.

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

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

   A. For the A-E’s Basic Services, as described in Paragraph 1.1, a Basic Fee computed
      at the following percentages of the Construction Cost, as defined in Article 3, for
      portions of the Project to be awarded under:

         A Single Stipulated Sum Contract percent (7½%)
B. For the A-E's Additional Services, as described in Paragraph 1.3, a fee computed as follows:

Officer's time at the fixed rate of ___Fifty______ Dollars ($ 50.00) per hour.

Employees' time computed at a multiple of two and one quarter (2.25) times the employees' Direct Personnel Expense as defined in Article 4.

C. For the A-E's Reimbursable Expenses, amounts expended as defined in Article 5.

D. The Times and Further Conditions of Payment shall be as described in Article 6.
TERMS AND CONDITIONS OF AGREEMENT
BETWEEN
OWNER AND ARCHITECT-ENGINEER (A-E)

ARTICLE 1
A-E's SERVICES

1.1 BASIC SERVICES

The A-E's Basic Services consist of the five phases described below and include normal architectural, structural, mechanical, electrical and civil engineering services.

SCHEMATIC DESIGN PHASE

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

1.1.2 Based upon the mutually agreed upon Program, the A-E 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 A-E 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 A-E 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 A-E shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The A-E 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 A-E 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 A-E shall assist the Owner in filing the required documents for the approval of the governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

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

CONSTRUCTION PHASE

1.1.10 The Construction Phase will commence with the award of the construction contract and will terminate when final certificate for payment is issued to the Owner.

1.1.11 The A-E shall provide Construction Phase Services as set forth in the 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 A-E, 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 A-E. The A-E 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 A-E shall at all times have access to the work wherever it is in preparation or progress.

1.1.14 The A-E 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 A-E, he shall endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The A-E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The A-E 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 Document.

1.1.15 Based on observations of construction progress at the site and on a review of the Contractor's Payment Request, the A-E shall make recommendations relative to progress payments. The A-E 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 A-E 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 A-E 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 A-E's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The A-E shall have authority to reject work which does not conform to the Contract Documents.

1.1.18 The A-E shall review and comment on shop drawings, samples and other submissions of the Contractor relative to items conforming to general project concept.

1.1.19 The A-E shall prepare change orders.

1.1.20 The A-E shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by the Contractor, and issue a final certificate for payment, based on the Contractor's affidavits.

1.1.21 The A-E shall not be responsible for the acts or omissions of the Contractor, or any Subcontractor's agents or employees, or any other persons performing any of the work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES (INCLUDED SEE SPECIAL PROVISIONS ART. 14.0)

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and A-E agree, the A-E shall provide one or more full time Project Representatives to assist the A-E.

1.2.2 Such full time Project Representatives shall be selected, employed and directed by the A-E, and the A-E shall be compensated therefore at rates mutually agreed to prior to commencement of these services.

1.2.3 Through the on-site observations by full time Project Representatives of the work in progress, the A-E shall endeavor to provide further protection for the Owner against defects in the work, but the furnishing of such project representation shall not make the A-E responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

The following services are not covered in Paragraphs 1.1. If any of these Additional Services are authorized by the Owner, they shall be paid for by the Owner as herein-before 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 of prospective sites.

1.3.4 Making measured drawings of existing construction when required for planning additions of alterations thereto.

1.3.5 Revising previously approved drawings, specifications or other documents to accomplish changes not initiated by the A-E.

1.3.6 Preparing change orders and supporting data where the change in the basic fee resulting from the adjusted contract sum is not commensurate with the A-E's services required.

1.3.7 Providing detailed estimates of construction costs (such as labor and material breakdown).

1.3.8 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.

1.3.9 Providing professional services made necessary by the default of the Contractor in the performance of the Construction Contract.

1.3.10 Providing Construction Phase Services after the contract time has been exceeded through no fault of the A-E. It is anticipated that the services will be performed over a period not exceeding the construction time included in the specifications or bid form, plus thirty (30) days.

1.3.11 Furnishing the Owner a set of reproducible record prints of drawings showing significant changes made during the construction process, based on marked up prints, drawings and other data furnished by the Contractor to the A-E.

1.3.12 Preparing detailed renderings, exhibits, or scale models for the Project.

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

1.3.14 Providing services as an expert witness in connection with any public hearing arbitration proceeding, or the proceedings of a court of record.

1.3.15 Providing services for planning tenant or rental spaces.

1.3.16 Providing special utility permit drawings.

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 A-E and shall render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the A-E's work.

2.3 The Owner shall furnish, or shall reimburse the A-E for, 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.
2.4 The Owner shall furnish, or shall reimburse the A-E for, the services of a soils engineer, when such services are deemed necessary by the A-E, including reports, test borings, test pits, soil bearing values and other necessary operations for determining subsoil conditions.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspection 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 obtained at the Owner's expense, and the A-E shall be entitled to rely upon the accuracy 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 A-E.

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

ARTICLE 3
CONSTRUCTION COSTS

3.1 Construction Cost to be used as a basis for determining the A-E's fee for all work designed or specified by the A-E, including labor, materials, equipment and furnishings, 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 designed or specified, but not constructed, the lowest bona fide bid received from a qualified bidder for any or all such work, or

3.1.3 For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the A-E's latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the fees of the A-E 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. 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 A-E represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A-E 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 A-E cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

ARTICLE 4
DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project includes architects, engineers, designers, programmers, craftsmen, specification writers and typists, in
consultation 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 plus thirty percent (30%), for 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 Fees for Basic and Additional Services and include actual expenditures made by the A-E, his employees, or his consultants in the interest of the Project for those incidental expenses listed in the following Subparagraphs:

5.1.1 "Subcontract Expense" is that incurred by the A-E in employment of other firms or special consultants for services not a part of normal basic services, such as soil borings and tests, scale models, etc. Reimbursement for non-labor and subcontract expense shall be at direct invoice cost plus ten percent (10%).

5.1.2 Expense of transportation and living, including long distance telephone calls, when traveling in connection with the Project for other than regular trips to the Owner's office or to the site, and when authorized by the Owner. Travel in the A-E's vehicles will be invoiced at fifteen cents ($0.15) per mile.

5.1.3 Expense of reproductions, postage and handling of drawings and specifications, excluding copies for A-E's office use and duplicate sets at each phase for the Owner's review and approval; and fees paid for securing approval of authorities having jurisdiction over the project.

ARTICLE 6

PAYMENTS

6.1 Payments for the A-E's Basic Services shall be made to the A-E in Houston, Texas, as follows:

6.1.1 Payments shall be made monthly in proportion to services performed to increase the compensation for Basic Services to the following percentages of the Basic Fee at the completion of each phase of the work:

- Schematic Design Phase 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 A-E as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the A-E's statement of services rendered.

6.3 No deductions shall be made from the A-E's compensation for penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 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.

6.5 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.
ARTICLE 7
A-E's ACCOUNTING RECORDS

Records of the A-E'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 (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. If the Project is terminated, abandoned or suspended upon completion of any phase of the A-E services, payment to the A-E will be made as outlined under Article 6. 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 or termination of the project. The A-E shall be equitably paid for services rendered prior to the effective termination date and for reasonable termination expenses.

ARTICLE 9
OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are, and shall remain, the property of the A-E 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 A-E.

ARTICLE 10
SUCCESSORS AND ASSIGNS

The Owner and the A-E 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 A-E shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the A-E 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 A-E.

ARTICLE 12
APPLICABLE LAW

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

ARTICLE 13
PROFESSIONAL RESPONSIBILITIES

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. As to 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 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 the negligence of the A-E or otherwise. The A-E shall be included as additional insurer on Builders' Risk (on All-Risk Basis) and on the Contractor's General Liability policies. 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.

ARTICLE 14
SPECIAL PROVISIONS

14.1 The services of a single full-time Project Representative as described in Paragraph 1.2 will be provided. Charges for a six (6) month period are included in the Basic Fee.

14.2 In addition to the Basic Services defined herein, the A/E will provide a feasibility study (Attachment A) prior to commencing Basic Services.

14.2.1 Fee for the feasibility study shall be in addition to the Basic Fee and shall be computed as stipulated in Item II.B., PLUS Reimbursable Expenses, as defined in Article 5.

14.3 The fee for the feasibility study shall approximate seven thousand dollars ($7,000.00). Work shall not proceed on Basic Services until authorized in writing by the Owner.

This Agreement executed the day and year first written above.

OWNERS

STEPHEN F. AUSTIN STATE UNIVERSITY

By

James I. Perkins
Chairman, Board of Regents

BERNARD JOHNSON INCORPORATED

By

L. D. Cloud, AIA
Vice President

ATTEST:

ATTEST:
ATTACHMENT A

SCOPE OF FEASIBILITY STUDY

This study will document the necessary investigation, planning and analysis to serve as a basis of campus housing development and support the financial arrangements required for construction. In providing the feasibility study, the A-E shall:

A. Prepare an economic analysis/diagnosis of housing uses, mix, rent structure, vacancy and prospects for market capture. This economic analysis will proceed more or less concurrently with physical design, paralleling it at each stage of the development process. The economic analysis will include:

1. Survey of Nacogdoches’ existing rental market:
   a. Rent levels (by unit size and quality)
   b. Occupancy levels (by unit size and quality)
   c. Recent trends in apartment construction (by building type and apartment unit)

2. Estimate overall rental demand by:
   a. Building type (high rise, garden, etc.)
   b. Unit size (efficiency, 1-, 2-, 3-bedroom)

3. Recommend number of units and rentals, weighing these factors:
   a. Apartment mix (based on market demand and student surveys)
   b. Amenities for each unit (by size and type)
   c. Comparable rents

4. Estimate “absorption” period for apartment units.

B. Prepare schematic alternative housing unit development plans showing pros and cons of each in terms of functional, economics and student acceptance.

C. Provide Cost Estimates for each housing unit based upon the approved Schematic Design Studies.

D. Provide Financial Proforma for the selected units showing the financial structure, including operating expenses and revenues.

E. Review and prepare the above data and information through close coordination with the University’s bonding agency to result in a viable financial program that outlines the basic size, cost, amenities and requirements of the initial housing development.
78-49
Upon motion of Regent Bryce, seconded by Regent Samuel, with all members voting aye, it was ordered that the construction contract with Pigg Construction Company for the construction of the University Student Health Services Clinic, in the amount of $656,170.00 be ratified as approved on December 1, 1977.
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this 1st day of December in the year of Nineteen Hundred and Seventy-Seven

BETWEEN the Owner: Stephen F. Austin State University
Nacogdoches County, Texas

and the Contractor: Pigg Construction Company, Inc.
Center, Texas

the Project: University Health Service

the Architect: Golemon & Rolfe, Architects
Houston, Texas

The Owner and the Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for (Here insert the caption descriptive of the Work as used on other Contract Documents.)

University Health Service
Stephen F. Austin State University
Project Number 7718

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced upon written Notice to Proceed from the Owner and completed by 1 September 1978. (Here insert any special provisions for liquidated damages relating to failure to complete on time.)

Special provisions for liquidated damages relating to failure to complete on time are stipulated in Article 9 of the Supplementary Conditions of the Contract for Construction bound in the Project Manual.
ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of SIX HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS ($656,170.00),

(State here the lump sum amount, unit prices, or both, as desired.)

plus additive or deductive unit prices for borings, concrete, forms and reinforcing steel as listed in Pigg Construction Co. Form for Bidding dated 1 November 1977.

Labor and Material Breakdown

<table>
<thead>
<tr>
<th>Labor</th>
<th>$85,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>571,170.00</td>
</tr>
<tr>
<td>NET CONTRACT SUM</td>
<td>$656,170.00</td>
</tr>
</tbody>
</table>

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the 5th day of each month ninety (90%) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, up to five (5) days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five (95%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.
ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

Standard Form of Agreement Between Owner and Contractor, dated December 1, 1977.


Drawings: C-1, C-2, dated 12 September 1977.
S-1 through S-5, dated 12 September 1977.
M-1 dated 12 September 1977
with Revision No. 1 dated 22 September 1977.
M-2 through M-4, dated 12 September 1977.
E-1 through E-5, dated 12 September 1977.

Addenda:
No. 1, dated 22 September 1977.
No. 4, dated 11 October 1977.
No. 5, dated 24 October 1977.
No. 6, dated 26 October 1977.

This Agreement executed the day and year first written above.

OWNER
James L. Perkins, Chairman
The Board of Regents of
Stephen F. Austin State University

CONTRACTOR
Franklin Pigg, President
Pigg Construction Company, Inc.
**CERTIFICATE OF INSURANCE**

**AIA DOCUMENT G705**

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

**NAME & ADDRESS OF INSURED**

Pigg Construction Company, Box 449, Center, Texas 75935

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

Stephen F. Austin State University, Nacogdoches, Texas - Title University Health Service.

**Addressed:**

(Owner)

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

**Date:**

December 5, 1971

---

<table>
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<tr>
<th>KIND OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>Inception/Expiration Date</th>
<th>LIMITS OF LIABILITY</th>
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<td>7-1-77/78</td>
<td>$100,000.00 Each Accident and Aggregate Disease</td>
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<td>(b) Employers’ Liability</td>
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<td></td>
<td>$500,000.00 Each Occurrence—Premises and Operations</td>
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<tr>
<td>2. Comprehensive</td>
<td></td>
<td></td>
<td>$500,000.00 Each Occurrence—Independent Contractors</td>
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<tr>
<td>General Liability</td>
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<td></td>
<td>$500,000.00 Each Occurrence—Completed Operations and Products</td>
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<td>801778</td>
<td>7-1-77/78</td>
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<tr>
<td>(b) Personal Injury</td>
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<td></td>
<td>$500,000.00 General Aggregate</td>
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<tr>
<td>(c) Property Damage</td>
<td></td>
<td></td>
<td>$500,000.00 Each Occurrence—Premises—Operations</td>
</tr>
<tr>
<td>3. Comprehensive</td>
<td></td>
<td></td>
<td>$500,000.00 Each Occurrence—Independent Contractor</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td>$500,000.00 Each Occurrence—Completed Operations and Products</td>
</tr>
<tr>
<td>(a) Bodily Injury</td>
<td></td>
<td></td>
<td>$500,000.00 Each Occurrence—Contractual</td>
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<tr>
<td>(b) Property Damage</td>
<td></td>
<td></td>
<td>$300,000.00 Aggregate—Committed Operations, Independent Contractor, Products and Contractual</td>
</tr>
<tr>
<td>4. (Other)</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
</tbody>
</table>

**UNDER GENERAL LIABILITY POLICY OR POLICIES**

1. Does Property Damage Liability Insurance shown include coverage for Xc and U hazards? X
2. Is Occurrence Basis Coverage provided under Property Damage Liability? X
3. Is Broad Form Property Damage Coverage provided for this Project? X
4. Does Personal Injury Liability Insurance include coverage for personal injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Insured? X
5. Is coverage provided for Contractual Liability (including indemnification provision) assumed by Insured? X

**UNDER AUTOMOBILE LIABILITY POLICY OR POLICIES**

1. Does coverage above apply to non-owned and hired automobiles? X
2. Is Occurrence Basis Coverage provided under Property Damage Liability? X

---

**CANCELLATION OR NON-RENEWAL**

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

**EXTENT OF CERTIFICATION**

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

---

**The Standard Fire Insurance Company**

NAME OF INSURANCE COMPANY

Dallas, Texas

ADDRESS

Management Insurance Systems

Signature of Authorized Representative

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

The American Institute of Architects, 1735 New York Ave., NW, Washington, D.C. 20006

39-52
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) PIGG CONSTRUCTION CO. of CENTER, TEXAS, A CORPORATION hereinafter called Principal and (3) SAFECO INSURANCE COMPANY OF AMERICA of SEATTLE State of WASHINGTON hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of SIX HUNDRED FIFTY-SIX THOUSAND, ONE HUNDRED SEVENTY AND NO/100 DOLLARS ($ 656,170.00), in lawful money of the United States, to be paid in (5) NACOGDOCHES COUNTY, TEXAS for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 1st day of December, A.D., 1977, a copy of which is attached hereto and made a part hereof for the construction of:

UNIVERSITY HEALTH SERVICE

(Herein called the "Work").

Performance Bond/01

7718

39-53
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 5th day of DECEMBER, A. D. 1977.

ATTEST:

PIGG CONSTRUCTION CO.
Principal

BY /s/ David F. Pigg

(Principal) Secretary

Witness as to Principal

(Address)
7718
ATTERT:

(Surety) Secretary

Witness as to Surety
Madge Wilson

511 Overhill, ARLINGTON, TEXAS
Address

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

SAFECO INSURANCE COMPANY OF AMERICA
Surety

BY: E.L. Moore, Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

Performance Bond/03

7718

39-55
KNOW ALL MEN BY THESE PRESENTS:

That Safeco Insurance Company of America, a Washington corporation, does hereby appoint

-------------------E. L. MOORE; PAT J. DUDLEY, Fort Worth, Texas-------------------

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind Safeco Insurance Company of America thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, Safeco Insurance Company of America has executed and attested these presents

this 10th day of August, 1977.

W. D. Hammersla, Secretary

CERTIFICATE

Extract from the By-Laws of Safeco Insurance Company of America:

"Article VI, Section 12. FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of Safeco Insurance Company of America adopted July 28, 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article VI, Section 12 of the Bylaws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W. D. Hammersla, Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5th day of December, 1977.

W. D. Hammersla, Secretary

S-1300 7/76

PRINTED IN U.S.A.
PAYMENT BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) PIGG CONSTRUCTION CO., a (2) CORPORATION of CENTER, TEXAS hereinafter called Principal and (3) SAFECO INSURANCE COMPANY OF AMERICA of SEATTLE, State of WASHINGTON hereinafter called the Surety, are held and firmly bound unto (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of SIX HUNDRED FIFTY-SIX THOUSAND, ONE HUNDRED SEVENTY AND NO/100 DOLLARS ($656,170.00) in lawful money of the United States, to be paid in (5) NACOGDOCHES COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 1st day of DECEMBER, A. D. 1977, a copy of which is hereto attached and made a part hereof for the construction of:

UNIVERSITY HEALTH SERVICE

Payment Bond/01
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 5th day of DECEMBER, A. D., 1977.

ATTTEST:

PIGG CONSTRUCTION CO.
Principal

(Principal) Secretary

BY

Payment Bond/02
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.
KNOW ALL MEN BY THESE PRESENTS:

That Safeco Insurance Company of America, a Washington corporation, does hereby appoint

------------------------E. L. MOORE; PAT J. DUDLEY, Fort Worth, Texas------------------------

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind Safeco Insurance Company of America thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, Safeco Insurance Company of America has executed and attested these presents

this 10th day of August, 1977.

I W. D. Hammersla, Secretary of Safeco Insurance Company of America, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5th day of DECEMBER, 1977.
78-50
Upon motion of Regent Bryce, seconded by Regent Powers, with all members voting aye, it was ordered that the following project budget for the University Student Health Services Clinic be approved:

<table>
<thead>
<tr>
<th>Project Budget</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contract</td>
<td>$656,170</td>
</tr>
<tr>
<td>Movable Furniture and Equipment</td>
<td>60,000</td>
</tr>
<tr>
<td>Landscape</td>
<td>10,000</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>54,800</td>
</tr>
<tr>
<td>Administration Cost</td>
<td>10,000</td>
</tr>
<tr>
<td>Contingency</td>
<td>10,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$800,970</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Resources</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1977 General Fee Bond Proceeds</td>
<td>$650,000</td>
</tr>
<tr>
<td>Pledged Property Surplus Funds</td>
<td>150,970</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$800,970</td>
</tr>
</tbody>
</table>

78-51
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the contract with Fred's Electric Service for $32,250 to make certain improvements to the Starr Avenue Apartments' electrical services be approved and the Chairman of the Board be authorized to sign the contract. Source of Funds: Pledged Property Surplus

NOTE: The contract is not included in these minutes, because the Contractor withdrew his bid February 28, 1978, thereby forfeiting his bid bond of $1,612.50. Mr. Crisp withdrew his bid since he plans to retire for health reasons.

This project will be rebid and the results of the bid opening will be brought to our next Regents' meeting, with the possible request for approval of a contract.
78-52

Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the University be authorized to issue purchase orders for the low bids of the subsections of the requirements listed in summary hereafter which will provide furnishings and equipment for the Student Health Services Clinic. Source of Funds: 1977 General Fee Bond Proceeds and/or Pledged Property Surplus.

<table>
<thead>
<tr>
<th>Equipment/Furnishings</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Examination Room</td>
<td>Williams Physicians &amp; Surgeons Supply</td>
<td>$18,176.04</td>
</tr>
<tr>
<td></td>
<td>Tracor, Inc. (600.00)</td>
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</tr>
<tr>
<td>II. Major Scientific Equipment</td>
<td>Scientific Products (2,257.50)</td>
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</tr>
<tr>
<td></td>
<td>Beckman Instruments (2,244.00)</td>
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<tr>
<td>III. Filing System</td>
<td>Williams P&amp;S (2,612.00)</td>
<td>7,773.50</td>
</tr>
<tr>
<td>IV. Copier</td>
<td>Acratod Co.</td>
<td>6,092.63</td>
</tr>
<tr>
<td>V. Office Furnishings</td>
<td>Copy/Duplicating Products</td>
<td>1,525.00</td>
</tr>
<tr>
<td>VI. Audio-Visual Equipment</td>
<td>Abel Contract Furniture</td>
<td>19,873.50</td>
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<tr>
<td></td>
<td>Texas Educational Aids</td>
<td>360.40</td>
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<td></td>
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<td>$53,801.07</td>
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</table>

78-53

Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the contract with J. E. Kingham Construction Company for $124,343 for the construction of Physical Plant Department Shops Building addition be approved and the Chairman of the Board be authorized to sign the contract. Source of Funds: Plant Fund Surplus.

NOTE: This project is subject to the approval of the Coordinating Board, and it will be acted upon at their meeting here on our campus March 10.

Upon their approval, the contract will be signed and entered in the minutes of our next meeting.
A motion was made by Regent Powers, seconded by Regent Golden, that the meeting adjourn. Time of adjournment - 11:00 a.m.