MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 40

April 22, 1978

Nacogdoches, Texas
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Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
held in Nacogdoches, Texas  
April 22, 1978  
VOLUME NO. 40  

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</tbody>
</table>
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS
April 22, 1978

The meeting was called to order by James I. Perkins, Chairman of the Board of Regents, at 9:00 a.m. April 22, 1978.

PRESENT:

Members:  James I. Perkins of Rusk
           Walter C. Todd of Dallas
           Ernest Powers of Carthage
           Homer Bryce of Henderson
           Mrs. George Cullum, Jr. of Dallas

Absent:   Joe Bob Golden of Jasper
           Robert E. Samuel, Jr. of Madisonville
           Mrs. Peggy Wright of Nacogdoches
           Glenn Justice of Dallas

PRESENT:

          C. G. Haas, Secretary to the Board
          Dr. William R. Johnson, President of the University
          Dr. Billy Joe Franklin, Vice President for
          Academic Affairs, S.F.A.S.U.
          Dr. Gordon Beasley, Vice President for
          Student Affairs, S.F.A.S.U.
          Robert Provan, Legal Counsel, S.F.A.S.U.

PRESENT:

Visitors:  Mark Burroughs, SGA President
           Bob Francis, Past President of SGA and U. C.
           Greg Powell, Liberal Arts Senator
           Kathleen Hunter, Senate Public Information Officer
           Gayle Thompson, Education Senator
           Martha Denton, Pine Log Reporter
           Lesa Sims, Pine Log Reporter
           Fidel Fernandez, President RHA
78-55
Upon motion of Regent Powers, seconded by Regent Cullum, with all members voting aye, it was ordered that Regent Bryce be elected as Chairman of the Board.

78-56
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Powers be elected as Vice Chairman of the Board.

78-57
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that C. G. Haas be elected as Secretary to the Board.

78-58
Upon motion of Regent Powers, seconded by Regents Todd and Cullum, with all members voting aye, it was ordered that outgoing Chairman Perkins be commended for his outstanding service, with a resolution as follows:
RESOLUTION
OF THE BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

WHEREAS, in 1969, the Honorable James I. Perkins, distinguished attorney and banker from Rusk, was appointed a member of the first Board of Regents of Stephen F. Austin State University and has continued to serve with distinction since that time;

WHEREAS, in 1977, Mr. Perkins was elected Chairman of the Board of Regents of the University and provided educational leadership of the highest order during the 1977-78 academic year; and

WHEREAS, Mr. Perkins' term as Chairman of the Board expired in April, 1978;

NOW, THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-second day of April, 1978, that deep appreciation be expressed to Mr. Perkins for his service and particularly for his leadership as Chairman of the Board and that best wishes be extended to him in his continued service on the Board; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Board of Regents and that a copy be presented to Mr. Perkins.

/s/ Homer Bryce
Homer Bryce, Chairman
Board of Regents
40-3
78-59
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that the minutes of February 11, 1978, be approved.

78-60
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the 1978 Summer School Faculty and Staff appointments as submitted under separate cover be approved.

78-61
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the 1978-79 Faculty and Staff appointments listed in the Annual Operating Budget be approved as submitted under separate cover.

78-62
Upon motion of Regent Todd, seconded by Regent Perkins, 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

   The following faculty are employed for the Spring, 1978, semester at the salary and location as indicated below:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanley Alexander</td>
<td>Coffield</td>
<td>$960</td>
</tr>
<tr>
<td>Mary Appleberry</td>
<td>Jasper</td>
<td>1,246</td>
</tr>
<tr>
<td>John C. Austin</td>
<td>New Caney</td>
<td>1,318</td>
</tr>
<tr>
<td>Sidney Bellamy</td>
<td>Longview</td>
<td>932</td>
</tr>
<tr>
<td>Arthur Benoy</td>
<td>Jasper</td>
<td>1,246</td>
</tr>
<tr>
<td>Bobby Bizzell</td>
<td>Longview</td>
<td>932</td>
</tr>
<tr>
<td>Robert Brooks</td>
<td>Longview</td>
<td>1,532</td>
</tr>
<tr>
<td>Harold Clements</td>
<td>Dayton</td>
<td>1,040</td>
</tr>
<tr>
<td>Gerald Collier</td>
<td>Coffield</td>
<td>460</td>
</tr>
<tr>
<td>Bennett Cooksey</td>
<td>Longview</td>
<td>1,232</td>
</tr>
<tr>
<td>George Cooper</td>
<td>Coffield</td>
<td>960</td>
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<td>Robert G. Dean</td>
<td>Longview</td>
<td>932</td>
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<tr>
<td>Gloria Durr</td>
<td>Longview</td>
<td>432</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td>Dayton &amp; Longview</td>
<td>1,372</td>
</tr>
<tr>
<td>Don Fare</td>
<td>Longview</td>
<td>732</td>
</tr>
<tr>
<td>Donald Gregory</td>
<td>Coffield</td>
<td>960</td>
</tr>
<tr>
<td>Neill Hays</td>
<td>Center</td>
<td>866</td>
</tr>
<tr>
<td>William Heeney</td>
<td>Dayton</td>
<td>1,340</td>
</tr>
<tr>
<td>Harold Hill</td>
<td>Longview</td>
<td>1,232</td>
</tr>
<tr>
<td>Name</td>
<td>Location</td>
<td>Salary</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>Jerry Lee Irons</td>
<td>Longview</td>
<td>$1,232</td>
</tr>
<tr>
<td>Langston Kerr</td>
<td>Dayton</td>
<td>$1,340</td>
</tr>
<tr>
<td>Archie McDonald</td>
<td>Longview</td>
<td>$932</td>
</tr>
<tr>
<td>Morgan Moses</td>
<td>Longview</td>
<td>$1,232</td>
</tr>
<tr>
<td>Wayne Murdock</td>
<td>Coffield</td>
<td>$960</td>
</tr>
<tr>
<td>Milton Payne</td>
<td>Jasper</td>
<td>$1,978</td>
</tr>
<tr>
<td>Kay Rayborn</td>
<td>Longview</td>
<td>$1,232</td>
</tr>
<tr>
<td>Odis Rhodes</td>
<td>Dayton</td>
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<tr>
<td>Dwane Russell</td>
<td>Lufkin</td>
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<tr>
<td>Jack Spurrier</td>
<td>Longview</td>
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</tr>
<tr>
<td>George Thompson</td>
<td>Longview</td>
<td>$970</td>
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<tr>
<td>Dillard Tinsley</td>
<td>Longview</td>
<td>$432</td>
</tr>
<tr>
<td>M. B. Wade</td>
<td>Longview</td>
<td>$932</td>
</tr>
<tr>
<td>T. P. White</td>
<td>Longview</td>
<td>$1,232</td>
</tr>
</tbody>
</table>

2. School of Forestry

Mr. Robert Webb, 52, M.F. (Yale University), Visiting Lecturer (25%) of Forestry at a salary rate of $1,500 for the Spring Semester, 1978, only.

3. Division of Nursing

Ms. Judith K. Gedrose, 31, M.S.N. (Montana State University), Instructor of Nursing at a salary rate of $15,000 for nine months, effective April 1, 1978.

Ms. Valdyne M. Henderson, 30, M.S. (Texas Woman's University), Instructor of Nursing at a salary rate of $15,000 for nine months, effective April 1, 1978.

4. Office of Traffic Safety

Mr. Gary J. Wolff, 25, B.S., Area Traffic Engineer at a salary rate of $1,425.00 per month for the period February 1, 1978 through August 31, 1978.

5. Physical Plant

Mr. Jet O. Lewis, 57, B.A., Safety Officer at a salary rate of $11,500 for twelve months, effective March 1, 1978.

6. Intercollegiate Athletics

Mr. Harry E. Miller, 51, M.Ed. (Western State College), Head Basketball Coach and Assistant Professor of Health and Physical Education at a salary rate of $24,000 for twelve months, effective April 14, 1978.
Upon motion of Regent Cullum, seconded by Regent Powers, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Biology

   Mr. George A. Cook, Instructor of Biology, effective August 31, 1978. Mr. Cook has resigned to go into private business.

2. Department of Economics and Finance

   Dr. Michael Conn, Assistant Professor, effective May 31, 1978. Dr. Conn will enter private business.

3. Department of Elementary Education

   Ms. Rebecca Sartin, Instructor of Elementary Education and Director of Early Childhood Laboratory, effective March 1, 1978. Ms. Sartin has been on leave pursuing a doctoral degree and she has decided for personal reasons not to return to S.F.A.S.U.

4. School of Forestry

   Mr. Richard Randle, Research Technologist II in Forestry, effective March 18, 1978. Mr. Randle has accepted employment elsewhere.

   Mr. Kenneth Zorn, Research Technologist I in Forestry, effective February 28, 1978. Mr. Zorn resigned for personal reasons.

5. Department of School Services

   Dr. Paul McGhiey, Assistant Professor of School Services, effective May 31, 1978. Funding for the grant under which Dr. McGhiey was hired has been discontinued.

6. Department of Theatre

   Mr. Clifford Smith, Instructor of Theatre, effective May 31, 1978. Mr. Smith has resigned to pursue a doctoral degree.

7. University Library

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

1. Department of Elementary Education

   Mr. James Kent Chrisman, from Instructor and Acting Director of the Early Childhood Laboratory to Instructor and Director, ECHL, at a salary rate of $16,333 for twelve months, effective April 1, 1978.

2. School of Forestry

   Mr. Paul B. Travis, Research Technologist II, from a salary rate of $9,000 to $9,500 for twelve months, effective February 1, 1978. Mr. Travis has been assigned increased responsibilities in the Density Manipulation Project and this justifies the increase in salary.

Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that contracts with the following individuals not be renewed:

1. Department of Music

   Mr. Joel Duskin, Assistant Professor of Music, effective May 31, 1978. Mr. Duskin has not completed the terminal degree and has expended the seven year probationary period.

2. Department of Sociology

   Mr. Victor Sims, Instructor of Sociology, effective May 31, 1978. Mr. Sims has completed his temporary assignment.

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

1. Department of Art

   Mr. Reesman Kennedy, Professor of Art, from September 1, 1978 to September 1, 1979. The purpose of this leave is for professional development.
2. Department of Computer Science

Mr. George W. Dailey, Assistant Professor of Computer Science, for the 1978-79 academic year. Mr. Dailey is enrolled in an approved doctoral program and has requested an extension of his existing leave in order to complete the degree.

Ms. Camille Price, Instructor of Computer Science. Ms. Price is enrolled in an approved doctoral program and has requested an extension of her existing leave through the Fall Semester, 1978, in order to complete course work and residence requirements for the degree.

3. Department of Economics and Finance

Dr. Elick Maledon, Associate Professor of Finance, for the 1978-79 academic year. Dr. Maledon will work with private industry.

4. Department of Elementary Education

Ms. Macra Brunson, Instructor of Elementary Education, for the 1978-79 academic year. Ms. Brunson will complete residence requirements for the doctoral degree.

Ms. Leta Weaver, Assistant Professor of Elementary Education, from September 1, 1978 to September 1, 1979. Ms. Weaver is enrolled in an approved doctoral program.

5. School of Forestry

Mr. Chris B. LeDoux, Instructor of Forestry, for the 1978-79 academic year. Mr. LeDoux will pursue the doctoral degree.

6. Department of Home Economics

Ms. Dennie Lindsey, Instructor of Home Economics, from June 1, 1978 to September 1, 1979. Ms. Lindsey is requesting maternity leave.

78-67
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Management and Marketing

Dr. Ed D. Roach, Professor and Head of Department, as of July 15, 1978. Dr. Roach has been teaching in a European Master of Science in Management Program.
Upon motion of Regent Perkins, seconded by Regent Cullum, with all members voting aye, it was ordered that the following promotions be approved:

1. Department of Administrative Services
   Dr. Don Evans, from Associate to Full Professor of Administrative Services.

2. Department of Biology
   Dr. Charles D. Fischer, from Assistant to Associate Professor of Biology.

3. Department of Chemistry
   Dr. James Garrett, from Associate to Full Professor Chemistry.

4. Department of Computer Science
   Dr. Jarrell Grout, from Associate Professor to Full Professor of Computer Science.

5. Department of Economics and Finance
   Dr. Wayne Murdock, from Assistant to Associate Professor of Economics.

6. Department of Elementary Education
   Dr. Janice Pattillo, from Assistant to Associate Professor of Elementary Education.

7. Department of English and Philosophy
   Dr. Sidney Bellamy, from Assistant to Associate Professor of English.

8. School of Forestry
   Mr. Ellis V. Hunt, from Assistant to Associate Professor of Forestry.

9. Department of Geology
   Mr. Austin Sartin, from Assistant to Associate Professor of Geology.
10. Department of Health and Physical Education
   Dr. Dorothy Allen, from Assistant to Associate Professor of Women's Health and Physical Education.

11. Department of History
   Dr. Jere Jackson, from Assistant to Associate Professor of History.
   Dr. George Cooper, from Instructor to Assistant Professor of History.

12. Department of Management and Marketing
   Dr. Vinay Kothari, from Associate to Full Professor of Marketing.

13. Department of Mathematics and Statistics
   Dr. Jasper Adams, from Associate to Full Professor of Statistics.
   Dr. Ennis D. McCune, from Assistant to Associate Professor of Mathematics.

14. Department of Music
   Dr. Cody Garner, from Associate to Full Professor of Music.
   Dr. Robert Blocker, from Assistant to Associate Professor of Music.

15. Department of Physics
   Dr. Thomas O. Callaway, from Assistant to Associate Professor of Physics.

16. Department of Political Science
   Dr. Ronald Claunch, from Assistant to Associate Professor of Political Science.

17. Department of School Services
   Dr. Elnita Stanley, from Associate to Full Professor of School Services.
   Dr. David Jeffrey, from Assistant to Associate Professor of School Services.
18. Department of Secondary Education

   Dr. Langston Kerr, from Associate to Full Professor of Secondary Education.

19. Department of Sociology

   Dr. Ben Dickerson, from Associate to Full Professor of Sociology.

78-69

Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that the following promotions to Emeritus status be approved:

1. School of Fine Arts

   Dr. William M. Turner, Professor Emeritus of Music and Dean, effective Fall Semester, 1978.

2. Department of Agriculture

   Dr. J. C. Green, Professor Emeritus of Agriculture, effective Fall Semester, 1978.

   Dr. John Sullivan, Professor Emeritus of Agriculture, effective Fall Semester, 1978.

3. Department of Communication

   Dr. Robert Capel, Professor Emeritus of Communication, effective Fall Semester, 1978.

4. Department of English and Philosophy

   Dr. Fred Ekfelt, Professor Emeritus of English, effective Fall Semester, 1978.

   Dr. John Q. Hays, Professor Emeritus of English, effective Fall Semester, 1978.

   Dr. Elma L. Heard, Professor Emeritus of English, effective Fall Semester, 1978.

   Dr. Sibyl Wyatt, Professor Emeritus of English, effective Fall Semester, 1978.
5. Department of Geography

Dr. William T. Chambers, Professor Emeritus of Geography, effective Fall Semester, 1978.

6. Department of Health and Physical Education

Dr. Lucille Norton, Professor Emeritus of Women's Health and Physical Education, effective June 1, 1978.

7. Department of Modern Languages

Ms. Elizabeth Davis, Associate Professor Emeritus of Modern Languages, effective Fall Semester, 1978.

8. Department of Sociology

Dr. Harold Clements, Sr., Professor Emeritus of Sociology, effective Fall Semester, 1978.

9. School of Sciences and Mathematics

Dr. Edwin L. Miller, Emeritus Professor of Biology and Dean, School of Sciences and Mathematics, effective Fall Semester, 1978.

78-70
Upon motion of Regent Powers, seconded by Regent Todd, with all members voting aye, it was ordered that the following retirements be accepted:

1. School of Fine Arts

Dr. William M. Turner, Professor of Music and Dean of the School of Fine Arts, effective August 31, 1978.

2. Department of Agriculture

Dr. J. C. Green, Professor of Agriculture, effective May 31, 1978.

3. Department of Health and Physical Education

Mr. Marshall Brown, Assistant Professor of Health and Physical Education for Men and Basketball Coach, effective May 31, 1978.
4. Department of Secondary Education

Dr. T. P. White, Professor of Secondary Education, effective August 31, 1978.

5. Department of Sociology

Dr. Harold Clements, Professor of Sociology, effective August 31, 1978.

6. Physical Plant

Mr. Evan E. Cain, Grounds Crew Foreman, effective January 31, 1978.

78-71
Upon motion of Regent Powers, seconded by Regent Cullum, with all members voting aye, it was ordered that the underenrolled classes listed on the following page be approved for retention.
(See page 14)

78-72
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that the following adjustments to faculty workloads be approved:

Teaching load reductions of 3 - 6 semester credit hours are granted to the following faculty who serve as Department Chairmen. Each Department Chairman has a 12 semester-hour equivalent load.

*Dr. John D. Whitt - 100% Faculty Salaries
*Dr. Ralph White - 100% Faculty Salaries
*Dr. T. J. Stanly - 100% Faculty Salaries
*Dr. Russell Faulkner - 100% Faculty Salaries
<table>
<thead>
<tr>
<th>Course</th>
<th>Credit Hours</th>
<th>Number of Students</th>
<th>Instructor</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEO 315 Map Compilation &amp; Design</td>
<td>3</td>
<td>9</td>
<td>Collier</td>
<td>Required course that will not be offered again prior to students' planned graduation.</td>
</tr>
<tr>
<td>FOR 551 Forest Photo Mensuration</td>
<td>2</td>
<td>3</td>
<td>Mason</td>
<td>Required course that will not be offered again prior to students' planned graduation.</td>
</tr>
<tr>
<td>FOR 551L</td>
<td>1</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I LA 112 Reading Italian</td>
<td>3</td>
<td>8</td>
<td>Gruber</td>
<td>Dropped below minimum after the date at which students could enroll for alternative courses.</td>
</tr>
<tr>
<td>CHE 455 Organic Qualitative Analysis</td>
<td>3</td>
<td>5</td>
<td>Fleming</td>
<td>Required course that will not be offered again prior to students' planned graduation.</td>
</tr>
<tr>
<td>PSY 460 Basics in Animal Learning and Conditioning</td>
<td>4</td>
<td>8</td>
<td>Anson</td>
<td>Required course that will not be offered again prior to students' planned graduation.</td>
</tr>
<tr>
<td>SOC 200 Nursing Home Administration</td>
<td>3</td>
<td>9</td>
<td>Gunter</td>
<td>Part of the core requirement of a newly initiated program.</td>
</tr>
<tr>
<td>ACC 401 Current Developments in Accounting</td>
<td>1</td>
<td>3</td>
<td>Whitt</td>
<td>Taught as an overload without additional compensation. Failure to delete the course was an administrative oversight.</td>
</tr>
</tbody>
</table>
*Mr. Jon D. Wink - 100% Faculty Salaries
*Dr. Jacob A. Seaton - 100% Faculty Salaries
*Dr. Robert T. Ramsey - 100% Faculty Salaries
*Dr. Jarrell C. Grout - 100% Faculty Salaries
*Dr. Charles W. Brown - 100% Faculty Salaries
*Dr. Thomas D. Franks - 100% Faculty Salaries
*Dr. Roy E. Cain - 100% Faculty Salaries
*Dr. Leon Hallman - 100% Faculty Salaries
*Dr. Raymond Steinhoff - 100% Faculty Salaries
*Dr. Carl Kight - 100% Faculty Salaries
*Dr. June Irwin - 100% Faculty Salaries
*Dr. William J. Brophy - 100% Faculty Salaries
*Dr. Gloria E. Durr - 100% Faculty Salaries
*Dr. Janelle C. Ashley - 100% Faculty Salaries
*Dr. W. I. Layton - 100% Faculty Salaries
*Dr. Carl Keul - 100% Faculty Salaries
*Dr. Robert Blocker - 100% Faculty Salaries
*Dr. John P. Decker - 100% Faculty Salaries
*Dr. Joe E. Ericson - 100% Faculty Salaries
*Dr. Heinz Gaylord - 100% Faculty Salaries
*Dr. Bill W. Hamrick - 100% Faculty Salaries
*Dr. Morgan C. Moses - 100% Faculty Salaries
*Dr. Joy B. Reeves - 100% Faculty Salaries
*Dr. Thomas K. Heino - 100% Faculty Salaries

*These items constitute "exceptions" under the Policy on Faculty Workloads.

Mr. Charles Bert Rees - 6 semester credit hours - 100% Faculty Salaries.
[2 hours credit for studio art instruction and 3 hours credit for having directed five Master's theses to completion] 11 semester hour equivalent

Dr. Gerald L. Lowry - 3 semester credit hours - 50% Faculty Salaries.
[3 hours credit for having directed five Master's theses to completion] 12 semester hour equivalent

Dr. Harry S. McDonald - 8 semester credit hours - 100% Faculty Salaries.
[4 hours credit for laboratory instruction] 12 semester hour equivalent

Dr. George Thompson - 6 semester credit hours - 100% Faculty Salaries.
[6 hours credit for program head, Certificate Officer] 12 semester hour equivalent
<table>
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<tr>
<th>Name</th>
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<th>Equivalent</th>
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<td>3</td>
<td>9</td>
<td>12</td>
</tr>
<tr>
<td>Ms. Debbie Thomas</td>
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<td>11.33</td>
<td>11.33</td>
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<tr>
<td>Mr. Thomas Mayhew</td>
<td>6</td>
<td>6.5</td>
<td>12.5</td>
</tr>
<tr>
<td>Mr. Robert C. Mann</td>
<td>6</td>
<td>10</td>
<td>16</td>
</tr>
<tr>
<td>Dr. David Jones</td>
<td>0</td>
<td>10.5</td>
<td>10.5</td>
</tr>
<tr>
<td>Dr. Thomas Houston</td>
<td>0</td>
<td>12.25</td>
<td>12.25</td>
</tr>
<tr>
<td>Mr. Darrell Holt</td>
<td>6</td>
<td>6.25</td>
<td>12.5</td>
</tr>
<tr>
<td>Dr. Tyrone Grieve</td>
<td>4</td>
<td>1.5</td>
<td>14.25</td>
</tr>
<tr>
<td>Mr. Brad Foley</td>
<td>1</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>Dr. Cody Garner</td>
<td>3</td>
<td>1.5</td>
<td>13</td>
</tr>
<tr>
<td>Mr. Joel Duskin</td>
<td>3</td>
<td>9.5</td>
<td>12.5</td>
</tr>
</tbody>
</table>
Dr. Ronald Anderson - 3 semester credit hours
(7-1/2 hours credit for studio music instruction)
10-1/2 semester hour equivalent

Dr. Dan Beaty - 6 semester credit hours
(1-1/2 hours credit for graduate instruction and
7-1/2 hours credit for studio music instruction)
15 semester hour equivalent

Mr. Charles D. Jones - 6 semester credit hours
(3 hours credit for having directed five theses to completion)
9 semester hour equivalent

Dr. Thomas McGrath - 5 semester credit hours
(4 hours credit for laboratory instruction)
9 semester hour equivalent

Dr. Garland Mason - 5 semester credit hours - 75% Faculty Salaries
(2 hours credit for laboratory instruction)
9-1/3 semester hour equivalent

78-73
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the Annual Operating Budget for FY79 be approved as submitted under separate cover.

78-74
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the University be authorized to include the following Special Items in the Legislative Request for Appropriations for the Sixty-sixth Session covering the fiscal years 1980 and 1981.

1. Funding for Improvements to Accommodate the Handicapped $500,000
2. Funding for Improvements to Conserve Energy $150,000
3. Funding for Improvements to Promote Safety $50,000
4. Funding for Conversion of Raguet Street to Walkway--Phase I $250,000
5. Funding for Storm Water System Improvements - Phase I $250,000
6. Funding for Additional Flood Control Improvements in the Lanana Creek Area $500,000
7. Funding for Instructional TV Cable System to Interconnect Campus Classroom Buildings $100,000

78-75
Upon motion of Regent Todd, seconded by Regent Cullum, with all Regents voting aye, it was ordered that the following FY78 budget adjustments be approved:

1. $25,000 to Account 1204 - For improvements to accommodate handicapped
2. $1,000 to Account 1182-5000 - For Student Legal Counsel
3. $13,776 to Account 1204 - For installation of computer cable
4. $1,833 to Account 1015 - For Computer Science "Mini" installation
5. $1,211 to Account 1180-5000) - For hourly wages in Vice President
   $ 150 to Account 1180-6000) for Student Affairs' office
6. $65,000 to Account 1204 - For new refrigeration machine and installation in Science Building
7. $115 to Account 1026 - Purchase ammunition for riflery course
8. $4,150 to Account 1033 - Purchase drapery panels for Fine Arts Auditorium
9. $2,349 to Account 1041-9100 - To cover 1976-77 encumbrances
10. $1,750 to Account 1031 - Elementary Music Workshops for 1978 summer
11. $1,500 to Account 1050-1000) To cover expenditures for Professor
    $ 350 to Account 1050-9200) Jack McCullough as President of
    $ 150 to Account 1050-9300) the Texas Academy of Science
12. $2,000 to Account 1033 - To cover additional funds needed for
    summer productions in Theatre Department
13. $750 to Account 1084-6000 - Student Assistants--School of Liberal Arts
14. $16,000 to Account 6672 - To provide initial outfitting of new offices and support spaces for Physical Plant building

15. $48,000 to Account 1043 - To purchase language laboratory equipment

Source of Funds: Educational and General Surplus

16. $4,214 to Account 1204 - For elevator emergency lights

Source of Funds: Education and General Surplus and Pledged Property Surplus

17. $17,500 to Account 1206 - For intramural field improvements

Source of Funds: Pledged Property Surplus

78-76
Upon motion of Regent Perkins, seconded by Regent Powers, with all members voting aye, it was ordered that the authorization granted President Johnson to implement the Classified Personnel Pay Plan, effective in April, 1978, be ratified and that the necessary budget adjustments required thereby be approved, (as detailed in February 16, 1978 memo from Personnel Service's Office).

78-77
Upon motion of Regent Cullum, seconded by Regent Powers, with all members voting aye, it was ordered that the contract for street and parking lot repairs and resurfacing with F. R. Lewis Construction Company for $145,738.09 be approved and the Chairman of the Board be authorized to sign the contract.
Source of Funds: Pledged Property Surplus
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Twenty-Second day of April, 1978 by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and F. R. LEWIS CONSTRUCTION COMPANY, P. O. BOX 352, NACOGDOCHES, TEXAS 75961, hereinafter called "Contractor."

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "PAVING - 1978, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS" prepared by the Physical Plant Department of Stephen F. Austin State University, and shall do everything required by this Agreement, the "General Conditions" of the Contract, the Drawings and the Specifications.

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


40-20
A. This Contract is to cover the General Contract Work complete. The said Drawings, and each and all of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement; this Agreement shall control and govern.

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

3. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order," and as much work as possible is to be completed by May 31, 1978. In no case shall the work be completed later than July 13, 1978 without liquidated damages. For each day thereafter, contractor agrees to pay as liquidated damages the sum of $25.00 for each consecutive calendar day.

4. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, ONE HUNDRED FORTY-FIVE THOUSAND, SEVEN HUNDRED THIRTY-EIGHT AND 09/100 DOLLARS ($145,738.09) out of Funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Pledged Property Surplus Funds. The basis of the above contract price is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$12,927.60</td>
</tr>
<tr>
<td>Alternates 1 - 16</td>
<td>132,810.49</td>
</tr>
</tbody>
</table>
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the Engineer less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills and other indebtedness connected with the work have been paid.

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

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

B. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

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

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

A. Compensation and Employer's Liability Insurance:
   As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.
B. Comprehensive General Liability Insurance and Automobile Liability Insurance: In an amount not less than $500,000.00 for injuries, including personal injury or accidental death to any one person, and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

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

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

1) Bodily Injury
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2) Property Damage
   $300,000.00 (each occurrence)

E. Completed Operations: Continue coverage in force for one year after completion of work.

F. Before commencement of operations hereunder, Contractor shall furnish to the University Resident Engineer photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.
7. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$86,122.59</td>
</tr>
<tr>
<td>Materials</td>
<td>$59,615.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$145,738.09</strong></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By: [Signature]
Homer Bryce,
Chairman

F. R. LEWIS CONSTRUCTION COMPANY
P. O. BOX 352
NACOGDOCHES, TEXAS 75961

By: [Signature]
F. R. Lewis

Secretary to the Board (C. G. Haas)
PERFORMANCE BOND

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

THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we (1) F. R. Lewis Construction Company, Incorporated

of (2) Nacogdoches, Texas hereinafter called Principal and (3) American General Insurance Company of Houston State of Texas, hereinafter called the Surety, are held and firmly bound into (4) Stephen F. Austin State University

hereinafter called Owner, in the penal sum of One Hundred Forty Five Thousand Seven Hundred Thirty Eight and Nine Cents DOLLARS ($ 145,738.09 ), in lawful money of the United States, to be paid in (5) Nacogdoches, Texas

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

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

the Owner, dated the ___ day of ________________, A. D., 19__, a copy of which is attached hereto and made a part hereof for the construction of:

Paving - 1978

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 22 day of April, A. D. 1978.

ATTEST:

F. R. Lewis Construction Company, Incorporated
Principal

By

(Principal) Secretary

Witness as to Principal

P. O. Box 352, Nacogdoches, Texas 75961
(Address)
ATTEST:

[Signature]
(Surety) Secretary

[Signature]
Witness as to Surety

P. O. Box 4246, Bryan, 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.
GENERAL POWER OF ATTORNEY

(BONDS FOR UNLIMITED AMOUNTS)

Know All Men by these Presents:

That the AMERICAN GENERAL INSURANCE COMPANY, a corporation, duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint Charles C. McDaniel of the City of Bryan, State of Texas, to be its true and lawful attorney-in-fact for the following purposes, to wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said AMERICAN GENERAL INSURANCE COMPANY; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of Unlimited Dollars ($ ); the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

In Witness Whereof, The said AMERICAN GENERAL INSURANCE COMPANY, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 11th day of September, A.D. 1930, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Vice-Presidents and Secretary this 7th day of January, A.D. 1976.

American General Insurance Company

ATTEST: (Signed) Elizabeth Reap Secretary.

By (Signed) George F. Reed Senior Vice President.

STATE OF TEXAS
COUNTY OF HARRIS,
CITY OF HOUSTON.

On this 7th day of January in the year 1976, before me personally came

George F. Reed Senior

to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Vice President of the AMERICAN GENERAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal; that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation; and that he signed his name thereto by like authority.

(SSEAL)

(Signed) Annabel Harris Notary Public, Harris County, Texas

40-29
Resolved, That this Company do, and it hereby does authorize and empower its President or any one of its Vice-Presidents, in conjunction with any one of its Secretaries or any one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney-in-fact or attorneys-in-fact, or agent or agents of this Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed; and, in its name and as its attorney-in-fact or attorneys-in-fact, or agent or agents, to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation or undertaking, or anything in the nature of the same; the nature, class or extent of the instruments so authorized to be specified in such power of attorney.

I, Elizabeth Reap, Secretary of the AMERICAN GENERAL INSURANCE COMPANY, hereby certify that at a meeting of the Board of Directors of said Company, duly called and held at the office of the Company at the City of Houston, on the 11th day of September, A.D. 1930, at which was present a quorum of said Directors, duly authorized to act in the premises, resolutions were passed and entered on the minutes of said Company, of which resolutions the foregoing is a true copy and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and seal of the AMERICAN GENERAL INSURANCE COMPANY, this 7th day of January, A.D. 1976.

(SEAL) (Signed) Elizabeth Reap
Secretary.

STATE OF TEXAS
COUNTY OF HARRIS } ss:

I, Secretary of the AMERICAN GENERAL INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN GENERAL INSURANCE COMPANY, which is still in full force and effect.

I also certify that the following Resolution was adopted by the Board of Directors of the American General Insurance Company at the regular meeting held in Houston, Texas, on February 3, 1976:

RESOLVED, that, pursuant to Article VI, Section 8., of the bylaws of AMERICAN GENERAL INSURANCE COMPANY and Article 2.02 (3) of the Texas Business Corporation Act, the facsimile signatures of the chairman of the board, the president, or any vice president of the company, and of the secretary or any assistant secretary of the company, and the facsimile corporate seal may be affixed to any power of attorney, or certified copy thereof, authorizing the execution of bonds, recognizances, and consents; and that any such facsimile signatures or corporate seal shall be as valid and binding upon the company as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the City of Houston, Texas, this 21st day of April, A.D. 1978.

(Signed) Elizabeth Reap
Secretary.
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) F. R. Lewis Construction Company, Incorporated

a (2) Corporation

of Nacogdoches, Texas

hereinafter called Principal and (3) American General Insurance Company

of Houston, State of Texas hereinafter called the Surety, are held and firmly bound unto (4) 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 One Hundred Forty Five Thousand

ven Hundred Thirty Eight and DOLLARS ($ 145,738.09 )

in lawful money of the United States, to be paid in (5) Nacogdoches, Texas for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

the day of , A. D. 19, a copy of which is hereto attached and made a part hereof for the construction of:
Paving - 1978

40-31
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 22 day of April, A. D., 1978.

ATTEST:

F. R. Lewis Construction Company, Incorporated
Principal

Virginia Lewis
(Principal) Secretary

BY

SHIRLEY MELTON
Witness as to Principal

P. O. Box 352, Nacogdoches, Texas 75961
Address
American General Insurance Company
Surety

BY: [Signature]
Charles C. McDaniel

ATTORNEY GENERAL OF TEXAS

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: [Signature]
Assistant Attorney General

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.
GENERAL POWER OF ATTORNEY
(BONDS FOR UNLIMITED AMOUNTS)

Know All Men by these Presents:

That the AMERICAN GENERAL INSURANCE COMPANY, a corporation, duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint Charles C. McDaniel of the City of Bryan, State of Texas, to be its true and lawful attorney-in-fact for the following purposes, to-wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said AMERICAN GENERAL INSURANCE COMPANY; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of Unlimited Dollars ($ ); the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

In Witness Whereof, The said AMERICAN GENERAL INSURANCE COMPANY, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 11th day of September, A.D. 1930, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Vice-Presidents and Secretary this 7th day of January, A.D. 1936.

(SEAL)
ATTEST: (Signed) Elizabeth Reap Secretary.
By (Signed) George F. Reed Senior Vice President.

STATE OF TEXAS
COUNTY OF HARRIS,
CITY OF HOUSTON.

ss:

On this 7th day of January in the year 1936 before me personally came George F. Reed to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Vice President of the AMERICAN GENERAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal; that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation; and that he signed his name thereto by like authority.

(SEAL)

(Signed) Annabel Harris Notary Public, Harris County, Texas

A-76-1
Resolved, That this Company do, and it hereby does authorize and empower its President or any one of its Vice-Presidents, in conjunction with any one of its Secretaries or any one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney-in-fact or attorneys-in-fact, or agent or agents of this Company, its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed; and, in its name and as its attorney-in-fact or attorneys-in-fact, or agent or agents, to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation or undertaking, or anything in the nature of the same; the nature, class or extent of the instruments so authorized to be specified in such power of attorney.

I, Elizabeth Reap, Secretary of the AMERICAN GENERAL INSURANCE COMPANY, hereby certify that at a meeting of the Board of Directors of said Company, duly called and held at the office of the Company at the City of Houston, on the 11th day of September, A. D. 1930, at which was present a quorum of said Directors, duly authorized to act in the premises, resolutions were passed and entered on the minutes of said Company, of which resolutions the foregoing is a true copy and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and seal of the AMERICAN GENERAL INSURANCE COMPANY, this 7th day of January, A. D. 1976.

(SEAL) (Signed) Elizabeth Reap
Secretary.

STATE OF TEXAS )
COUNTY OF HARRIS ) ss:

I, Secretary of the AMERICAN GENERAL INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN GENERAL INSURANCE COMPANY, which is still in full force and effect.

I also certify that the following Resolution was adopted by the Board of Directors of the American General Insurance Company at the regular meeting held in Houston, Texas, on February 3, 1976:

RESOLVED, that, pursuant to Article VI, Section 8., of the bylaws of AMERICAN GENERAL INSURANCE COMPANY and Article 2.02 (3) of the Texas Business Corporation Act, the facsimile signatures of the chairman of the board, the president, or any vice president of the company, and of the secretary or any assistant secretary of the company, and the facsimile corporate seal may be affixed to any power of attorney, or certified copy thereof, authorizing the execution of bonds, recognizances, and consents; and that any such facsimile signatures or corporate seal shall be as valid and binding upon the company as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the City of Houston, Texas, this 21st day of April, A. D. 1978.

(Signed) Elizabeth Reap
Secretary.
THIS IS TO CERTIFY that the Company indicated by an "X" has issued the policy or policies listed, covering in accordance with the terms thereof, to the Insured named below:

Name and Address of Insured:
F. R. LEWIS CONSTRUCTION, INC.
P.O. BOX 352
NOCOGDOCHES, TEXAS 75961

Certificate of Insurance

 Issued at request of:

□ STEPHEN F. AUSTIN STATE UNIVERSITY
   NACOGDOCHES, TEXAS 75961

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen's Compensation and Employers' Liability</td>
<td>CS02315117</td>
<td>1-1-78 to 1-1-79</td>
<td>$100,000. Statutory Workmen's Compensation Employers' Liability</td>
</tr>
<tr>
<td>Manufacturer's or Contractor's Bodily Injury Liability</td>
<td>GL42675705</td>
<td>1-1-78 to 1-1-79</td>
<td>$200,000. 500,000. each occurrence aggregate</td>
</tr>
<tr>
<td>Manufacturer's or Contractor's Property Damage Liability</td>
<td>GL42675705</td>
<td>1-1-78 to 1-1-79</td>
<td>$100,000. 100,000. each occurrence aggregate</td>
</tr>
<tr>
<td>Owner's or Contractor's Protective Bodily Injury Liability</td>
<td>GL42675705</td>
<td>1-1-78 to 1-1-79</td>
<td>$200,000. 100,000. each occurrence aggregate</td>
</tr>
<tr>
<td>Owner's or Contractor's Protective Property Damage Liability</td>
<td>GL42675706</td>
<td>1-1-78 to 1-1-79</td>
<td>$200,000. 500,000. each occurrence aggregate</td>
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<tr>
<td>Automobile Bodily Injury Liability</td>
<td>GL42675706</td>
<td>1-1-78 to 1-1-79</td>
<td>$100,000.</td>
</tr>
<tr>
<td>Automobile Property Damage Liability</td>
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<tr>
<td>Comprehensive General Liability—Bodily Injury</td>
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<tr>
<td>Comprehensive General Liability—Property Damage</td>
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<tr>
<td>Comprehensive Automobile Liability—Bodily Injury</td>
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<tr>
<td>Comprehensive Automobile Liability—Property Damage</td>
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<td></td>
</tr>
</tbody>
</table>

Description and location of operations to which above policies apply:

STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS 75961

In the event of cancellation of the insurance the Company agrees to give notice to the party at whose request this certificate is issued. This certificate neither affirmatively or negatively amends, extends or alters the coverage afforded by the above policies.

D O U G L A S  & M C D A N I E L & C O .
P. O. BOX 4246
BRYAN, TEXAS 77801

By [Signature]

Authorized Representative

Date APRIL 18, 1978
Upon motion of Regent Todd, seconded by Regent Powers, with all members voting aye, it was ordered that the final Change Order for $3,844.70 to be added to the contract with McKinney and Moore, Incorporated, be approved and the University authorized to make the final payment.

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the contract with Slaughter Paint Company for $39,215.46 to totally repaint the interior and exterior of Wisely Hall be approved and the Chairman of the Board be authorized to sign the contract.
Source of Funds: Pledged Property Surplus
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Twenty-Second day of April, 1978 by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and JOHN LEE SLAUGHTER, INCORPORATED, 907 PERSHING, LUFKIN, TEXAS 75901, hereinafter called "Contractor."

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "PAINTING - DORMITORY 5 (WISELY HALL), STEPHEN F. AUSTIN STATE UNIVERSITY" prepared by the Physical Plant Department of Stephen F. Austin State University; and shall do everything required by this Agreement, the "General Conditions" of the Contract, the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions," the Drawings and the Specifications, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:
Drawings and Specifications entitled "PAINTING - DORMITORY 5 (WISELY HALL), STEPHEN F. AUSTIN STATE UNIVERSITY," PROJECT NO. PPD 78-0182.

A. This Contract is to cover all labor, materials, equipment, etc. necessary for the erection and completion of PAINTING - DORMITORY 5 (WISELY HALL) according to Drawings and Specifications as prepared by the University Resident Engineer, Physical Plant Building, Stephen F. Austin State University, Nacogdoches, Texas 75962. The said Drawings, and each and all of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement; this Agreement shall control and govern.

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

4. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order", and shall be fully completed by August 1, 1978. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Item 8 of "Information to Bidders."
5. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein.

THIRTY-NINE THOUSAND, TWO HUNDRED FIFTEEN DOLLARS AND 46/100 ($39,215.46), and will be paid from Pledged Property Surplus.

The basis of the above contract price is as follows:

| Base Bid | $39,215.46 |

The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the University Resident Engineer, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the University Resident Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the
Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate the Contractor shall submit evidence satisfactory to the University Resident Engineer that all payrolls, material bills and other indebtedness connected with the work have been paid.

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

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

B. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates 40-41"
of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

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

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

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

B. Comprehensive General Liability Insurance and Automobile Liability Insurance: In an amount not less than $500,000.00 for injuries, including personal injury or accidental death to any one person, and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

C. Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.
D. **Contractual Liability Insurance:** As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions." The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. **Bodily Injury**
   - $500,000.00 (each person)
   - $500,000.00 (each occurrence)

2. **Property Damage**
   - $300,000.00 (each occurrence)

E. **Completed Operations:** Continue coverage in force for one year after completion of work.

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

8. **Builder's Risk Insurance:** The Owner shall provide Builder's Risk Insurance (fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.5 of Supplementary Conditions on a 100% completed value basis in the names of the Contractor, Subcontractors, and Owner, as their interests appear.
9. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Labor</td>
<td>$23,529.28</td>
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<tr>
<td>Materials</td>
<td>15,686.18</td>
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<tr>
<td>Total</td>
<td>$39,215.46</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

C. G. Haas, Secretary to the Board

JOHN LEE SLAUGHTER, INCORPORATED
907 PERSHING
LUFKIN, TEXAS 75901

By: [Signature]

40-44
AVIS INSURANCE AGENCY, INC.

JOHN LEE SLAUGHTER, INC.

JFKIN, TEXAS 75901

is is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRATION DATE</th>
<th>Limits of Liability in Thousands (000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>CLA 79 32 35</td>
<td>2/27/79</td>
<td>BODYLY INJURY: $500, PROPERTY DAMAGE: $300</td>
</tr>
<tr>
<td>B</td>
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AUTO MOBILE LIABILITY

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<tr>
<th>COMPANY LETTER</th>
<th>TYPE OF INSURANCE</th>
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<th>POLICY EXPIRATION DATE</th>
<th>Limits of Liability in Thousands (000)</th>
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<tbody>
<tr>
<td>A</td>
<td></td>
<td>CLA 79 32 35</td>
<td>2/27/79</td>
<td>BODYLY INJURY: $300, PROPERTY DAMAGE: $500</td>
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EXCESS LIABILITY

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<tr>
<th>COMPANY LETTER</th>
<th>TYPE OF INSURANCE</th>
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<th>Limits of Liability in Thousands (000)</th>
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<td>A</td>
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</tbody>
</table>

WORKERS' COMPENSATION and EMPLOYERS' LIABILITY

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRATION DATE</th>
<th>Limits of Liability in Thousands (000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td>WC 63 12 29</td>
<td>2/27/79</td>
<td>STATUTORY: $500</td>
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<td>B</td>
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</tbody>
</table>

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

STEPHEN F. AUSTIN STATE UNIVERSITY
P. O. BOX 6108
NACOGDOCHES, TEXAS 75961
ATTENTION: MR. C. G. HAAS

DAVIS INSURANCE AGENCY, INC.
83-4352

AUTHORIZED REPRESENTATIVE

DATE ISSUED 5/16/78

D. 25 (Ed 217)
**AVIS INSURANCE AGENCY, INC.**
OX 510
UFKIN, TEXAS 75901

**AND ADDRESS OF INSURED**
STEVEN F. AUSTIN STATE UNIVERSITY
P.O. BOX 6108
NACOGDOCHES, TEXAS 75961

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<tr>
<td></td>
<td>GENERAL LIABILITY</td>
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<td>BODILY INJURY</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
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<td>APPLIES TO COVERAGES BELOW</td>
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<td>BODILY INJURY AND PROPERTY DAMAGE</td>
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<td>PERSONAL INJURY</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>EACH OCCURRENCE</td>
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<td>PROPERTY DAMAGE</td>
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<td>BODILY INJURY AND PROPERTY DAMAGE</td>
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<td>EXCESS LIABILITY</td>
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<td></td>
<td>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</td>
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<tr>
<td></td>
<td>OTHER OWNERS AND CONTRACTORS PROTECTIVE</td>
<td>CLA 79 33 84</td>
<td>5/16/79</td>
<td>SEE LIMITS ABOVE</td>
</tr>
</tbody>
</table>

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

**NAME AND ADDRESS OF CERTIFICATE HOLDER**
STEVEN F. AUSTIN STATE UNIVERSITY
P.O. BOX 6108
NACOGDOCHES, TEXAS 75961
ATTENTION: MR. C. G. HAAS

**ISSUED MAY 16, 1978**

DAVIS INSURANCE AGENCY, INC.
83-4352 AUTHORIZED REPRESENTATIVE
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF ANGELINA

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

JOHN LEE SLAUGHTER, INC.

(2) A CORPORATION hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY

BALTIMORE State of MARYLAND

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

STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

hereinafter called Owner, in the penal sum of THIRTY-NINE THOUSAND TWO

HUNDRED FIFTEEN AND 46/100 DOLLARS ($39,215.46), in lawful money of the United States,

to be paid in (5) ANGELINA 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)

JOHN LEE SLAUGHTER, INC.

the owner, dated the 22ND day of APRIL, A. D., 1978, a copy

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

PAINTING DORMITORY NO. 5

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

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

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in ANGELINA COUNTY 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 22ND day of APRIL, A.D. 1978.

ATTEST:

JOHN LEE SLAUGHTER, INC.
Principal

JOHN LEE SLAUGHTER
PRESIDENT

(Principal) Secretary

Witness as to Principal

40-48
SURETY: JUANITA R. LEBLANC
1411 DIANA
LUFKIN, TEXAS 75901
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.

ATTEST:
(Surety) Secretary

Witness as to Surety
JUANITA R. LEBLANC
1411 DIANA
LUFKIN, TEXAS 75901
Address

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

BY: LARRY D. DAVIS
Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by S. R. MINSKER, Vice-President, and V. F. TOOMEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ira Davis, Jr. and Larry D. Davis, both of Lufkin, Texas, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000), EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Ira Davis, Jr., dated November 14, 1962.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of February, A.D. 1974.

Attest:

(Signed) V. F. TOOMEY

(SEAL) Assistant Secretary

(Signed) S. R. MINSKER

Vice-President

STATE OF MARYLAND

CITY OF BALTIMORE

On this 27th day of February, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and sworthat they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(Signed) ELEONOR K. MITCHELL

(SEAL) Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

Resolved: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be binding and upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22ND day of April, 1978.
PAYMENT BOND

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

THE STATE OF TEXAS

COUNTY OF ANGELINA

KNOW ALL MEN BY THESE PRESENTS: That we (1) JOHN LEE SLAUGHTER, INC.

(2) CORPORATION

of TEXAS

hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY OF MARYLAND

of BALTIMORE, State of MARYLAND hereinafter called the Surety, are held and firmly bound unto (4) STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of THIRTY-NINE THOUSAND TWO HUNDRED FIFTEEN AND 46/100 DOLLARS ($39,215.46) in lawful money of the United States, to be paid in (5) ANGELINA 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) JOHN LEE SLAUGHTER, INC.

the 22ND day of APRIL, A. D. 1978, a copy of which is hereto attached and made a part hereof for the construction of:

PAINTING DORMITORY NO. 5
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 ANGELINA COUNTY 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 22ND day of APRIL , A. D., 1978.

ATTEST:

JOHN LEE SLAUGHTER, INC.
Principal

BY

JOHN LEE SLAUGHTER
PRESIDENT

Witness as to Principal

Address
ATTEST:

(Surety) Secretary

Witness as to Surety

JUANITA R. LEBLANC
1411 DIANA
LUFKIN, TEXAS 75901

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.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: LARRY D. DAVIS

Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General
Know All Men By These Presents: That the Fidelity and Deposit Company of Maryland, a corporation of the State of Maryland, by S. R. MINSKER, Vice-President, and V. F. TOOMEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ira Davis, Jr. and Larry D. Davis, both of Lufkin, Texas, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) ...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Ira Davis, Jr., dated November 14, 1962.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

In Witness Whereof, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said Fidelity and Deposit Company of Maryland, this 27th day of February, A.D. 1974.

STATE OF MARYLAND

On this 27th day of February, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, this day and year first above written.

CERTIFICATE

I, the undersigned, Assistant Secretary of the Fidelity and Deposit Company of Maryland, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the Fidelity and Deposit Company of Maryland.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Fidelity and Deposit Company of Maryland at a meeting duly called and held on the 16th day of July, 1969.

Resolved: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made herefore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

In Testimony Whereof, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22ND day of APRIL, 1978.
78-80
Upon motion of Regent Perkins, seconded by Regent Todd, with all
members voting aye, it was ordered that the contract to renovate
the Dormitory 16 bathrooms with B & B Developers for $139,777.00
be approved and the Chairman of the Board be authorized to sign the
contract.
Source of Funds: Pledged Property Surplus
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Twenty-Second day of April, 1978 by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and B & B DEVELOPERS, P. O. BOX 5068, TEMPLE, TEXAS 76501, hereinafter called "Contractor."

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "RENOVATION OF TOILETS—DORMITORY 16, STEPHEN F. AUSTIN STATE UNIVERSITY," prepared by the Physical Plant Department; and shall do everything required by this Agreement, the "General Conditions" of the Contract, the Drawings and the Specifications.

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

Drawings and Specifications entitled "RENOVATION OF TOILETS—DORMITORY 16, STEPHEN F. AUSTIN STATE UNIVERSITY," PROJECT NO. PPD 78-0183.
A. This Contract is to cover all labor, materials, equipment, etc. necessary for the erection and completion of RENOVATION OF TOILETS--DORMITORY 16. The said Drawings, and each and all of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement; this Agreement shall control and govern.

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

4. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order," and shall be fully completed by August 1, 1978. The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Item 8 of "Information to Bidders."

5. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, ONE HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND NO/100 ($139,777.00), and will be paid from Pledged Property Surplus.

The basis of the above contract price is as follows:

| Base Bid | $139,777.00 |

40-57
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the University Resident Engineer, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the University Resident engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in the Final Certificate is due and payable. Before issuance of Final Certificate is due and payable, the Contractor shall submit evidence satisfactory to the University Resident Engineer that all payrolls, material bills and other indebtedness connected with the work have
been paid.

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

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

B. That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within the Underwriting limitations listed therein for any single risk.

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

7. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:
A) **Compensation and Employer's Liability Insurance:**
As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

B) **Comprehensive General Liability Insurance and Automobile Liability Insurance:** In an amount not less than $500,000.00 for injuries, including personal injury or accidental death to any one person, and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

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

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

1. Bodily Injury
   
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2. Property Damage
   
   $300,000.00 (each occurrence)

E) **Completed Operations:** Continue coverage in force for one year after completion of work.

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

8. **Builder's Risk Insurance**: The Owner shall provide Builder's Risk Insurance (fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.5 of Supplementary Conditions on a 100% completed value basis in the names of the Contractor, Subcontractors, and Owner, as their interests appear.

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$ 55,910.00</td>
</tr>
<tr>
<td>Materials</td>
<td>83,867.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$139,777.00</strong></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

C. G. Haas, Secretary

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By: Homer Bryce, Chairman

B & B DEVELOPERS
P. O. BOX 5068
TEMPLE, TEXAS 76501

By: Lucret Brooks
SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4347 BROOKLYN AVENUE N.E., SEATTLE, WASHINGTON 98105

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That, we, B & B Developers

P. O. Box 5068, Temple, TX 76501
(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle, Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

The Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas
(hereinafter called the Obligee) in the amount of One hundred thirty-nine thousand, seven hundred seventy-seven Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 22nd day of April 1978, to wit:

renovations to restrooms at Dorm 16 PFD 78 0183

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a sub-contractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

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 to all such claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day of April 1978.

B & B Developers (Seal) Principal

SAFECO INSURANCE COMPANY OF AMERICA (Seal)

By

Don H. Cast Attorney-in-Fact
KNOW ALL MEN BY THESE PRESENTS:

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

----------DON H. CAST; JUDY CAST; HOWARD COWAN, Temple, 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 25th day of January, 1978.

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 22nd day of April, 1978.
SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: 4347 BROOKLYN AVENUE N.E., SEATTLE, WASHINGTON 98105

PERFORMANCE BOND
(McGregor Act-Public Works)
Texas

KNOW ALL MEN BY THESE PRESENTS, That, we,

B & B Developers
P. O. Box 5068, Temple, TX 76501
(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation
organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle,
Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

Board of Regents, Stephen F. Austin State University, Nacogdoches, Texas
(hereinafter called the Obligee) in the amount of

one hundred thirty nine thousand, seven
hundred, seventy-seven

Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 22nd day
of April 1978, to wit:

renovations to restrooms at Dorm 16 PPD 78 0183

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully
perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void;
otherwise to remain in full force and effect.

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 herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 22nd day
of April 1978

Witness:

(If Individual or Firm)

(Seal)

Attest:

(If Corporation)

(Seal)

Principal

SAFECO INSURANCE COMPANY OF AMERICA

By

Don H. Cast
Attorney-in-Fact

B & B Developers
KNOW ALL MEN BY THESE PRESENTS:

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

-------------DON H. CAST; JUDY CAST; HOWARD COWAN, Temple, 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 25th day of January, 1978.

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 22nd day of April, 1978.
CERIFICATE OF INSURANCE

DESCRIPTIVE SCHEDULE

Name of Insured          B & B Developers
Address of Insured       P. O. Box 5068
                          Temple, Texas  76501
Location Covered
Operations Covered       Renovations at Stephen F. Austin University

HIS IS TO CERTIFY TO CERTIFICATE HOLDER:

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

Mailing Address (Street And Number, City, State, Zip Code)

Effective March 1, 1978

COVERAGE is provided in Company initialed below:

- A = AETNA INSURANCE COMPANY
- U = AETNA FIRE UNDERWRITERS INSURANCE CO.
- M = AETNA INSURANCE COMPANY
  OF THE MIDWEST
- C = CENTURY INDEMNITY COMPANY

that on the above date the following described insurance policies, issued by this Company, are in full force and effect, subject to all the terms, conditions, limitations and exclusions, thereof.

<table>
<thead>
<tr>
<th>Name of Coverage</th>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>WC67 69 47</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>500,000,000</td>
</tr>
<tr>
<td>* Public Liability — Bodily Injury (Not Auto)</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>* Public Liability — Property Damage (Not Auto)</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$100,000,000 each occurrence, $100,000 aggregate</td>
</tr>
<tr>
<td>(Explosion, Collapse, Underground Hazards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not Covered Unless Otherwise Stated Herein)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products — Completed Operations — Bodily Injury</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$500,000 each occurrence, $500,000 aggregate</td>
</tr>
<tr>
<td>Products — Completed Operations — Property Damage</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$100,000 each occurrence, $100,000 aggregate</td>
</tr>
<tr>
<td>Specific Contractual — Bodily Injury</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>(Other Than Incidental Contracts As Defined In The Policy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specific Contractual — Property Damage</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$100,000 each occurrence, $100,000 aggregate</td>
</tr>
<tr>
<td>(Other Than Incidental Contracts As Defined In The Policy)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile — Bodily Injury</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td>Automobile — Property Damage</td>
<td>CG41 91 64</td>
<td>3-1-78</td>
<td>3-1-79</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>Burglary</td>
<td></td>
<td></td>
<td></td>
<td>$300,000 each occurrence</td>
</tr>
<tr>
<td>Plate Glass</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Includes coverage for the following incidental written agreements: (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

Should any of the above described policies be cancelled before the normal expiration date thereof, the Company will endeavor to give written notice to the above Named Certificate holder, but failure to give such notice shall impose no obligation or liability of any kind upon the Company.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY THE POLICIES INDICATED ON THIS CERTIFICATE UNDER POLICY NUMBER.

By DON CAST INSURANCE
Authorized Agent

(Include One Duplicate Copy for each Policy listed hereon)
Upon motion of Regent Powers, seconded by Regent Cullum, with all members voting aye, it was ordered that the contract to make certain electrical improvements to the Starr Avenue Apartments with A-C Electric Company for $31,700.00 be approved and the Chairman of the Board be authorized to sign the contract. Source of Funds: Pledged Property Surplus
CONTRACT

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

THIS AGREEMENT, made this the Twenty-Second day of April, 1978, by and between the BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS, acting herein through its Chairman, hereinafter called "Owner" and A-C ELECTRIC COMPANY, P. O. BOX 4613, NACOGDOCHES, TEXAS 75962, hereinafter called "Contractor."

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

1. The Contractor agrees to provide all of the materials, furnish the labor, and do all things necessary to complete fully all of the work shown on the Drawings and described in the Specifications entitled "ELECTRICAL RENOVATION - STARR APARTMENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS," prepared by the University Physical Plant Department, and shall do everything required by this Agreement, the "General Conditions" of the Contract, the "Supplementary Conditions," the Drawings and the Specifications.

2. The "General Conditions" of the Contract, the "Supplementary Conditions," the Drawings and the Specifications, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings: Drawings and Specifications entitled "ELECTRICAL RENOVATION - STARR APARTMENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS."
3. This Contract is to cover the General Contract Work complete. The said Drawings, and each and all of said Specifications and "General Conditions" are made a part of this Agreement for all intents and purposes; provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement; this Agreement shall control and govern.

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

5. The work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Work Order," and shall be fully completed within ninety (90) consecutive calendar days. The Contractor further agrees to pay as liquidated damages the sum of $75.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of the "Supplementary Conditions."

6. The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, THIRTY-ONE THOUSAND, SEVEN HUNDRED DOLLARS ($31,700.00), paid out of Pledged Property Surplus.

The basis of the above contract price is as follows:

| Base Bid | $31,700.00 |

- 2 - 40-70
The Owner shall make payments on account of the Contract as provided therein as follows: On or about the last day of each month ninety percent (90%) of the value, based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the University Resident Engineer, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the work have been paid. The Owner at any time after 50% of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full. Final payment shall be due thirty days after substantial completion of the work provided the work be then fully completed and the Contract fully performed. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a Final Certificate, over his own signature, stating that the work provided for in this Contract has been completed and is acceptable to him under the terms and
conditions thereof, and that the entire balance found to be
due the Contractor, and noted in the Final Certificate is due
and payable. Before issuance of Final Certificate the Con-
tractor shall submit evidence satisfactory to the University
Resident Engineer that all payrolls, material bills and other
indebtedness connected with the work have been paid.

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

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

B. That Contractor shall pay all persons who have
contracts directly with Contractor for labor and
materials save which persons shall have a direct
action against Contractor and the surety on his
bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S.
Treasury Department of "Companies holding Certificates
of Authority from the Secretary of the Treasury under
the Act of Congress Approved July 30, 1957, as
Acceptable Sureties on Federal Bonds and within the Underwriting limitations listed therein for any single risk.

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

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

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

B. Comprehensive General Liability Insurance and Automobile Liability Insurance: In an amount not less than $300,000 for injuries, including personal injury or accidental death to any one person and $500,000 for more than one person; Property Damage Insurance in an amount not less than $300,000 each occurrence.

C. Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 1.5 of "General Conditions." The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner as insured with the following limits:
1) Bodily Injury
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2) Property Damage
   $300,000.00 (each occurrence)

3) **Completed Operations**: Continue coverage in force for one year after completion of work.

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

9. **RISK**: The work is entirely at the Contractor's Risk until it is accepted by the Owner and the Contractor will be held liable for its safety to the amount of money paid by the Owner on account of same.

   The Contractor shall be financially responsible for any damage to the project and any finished surfaces and shall repair or replace any such damage to the satisfaction of the Engineer and the Owner.
10. The Contractor shall complete the several portions and the whole of
the work called for under this Agreement and shall deliver said im-
provements and premises, upon completion, to the Owner, free and
clear of all liens and claims for labor furnished or materials used
and other indebtedness whatsoever.
11. For purposes of complying with the State of Texas Sales Tax, the
following is a division between labor and materials:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$ 7,500.00</td>
</tr>
<tr>
<td>Materials</td>
<td>24,200.00</td>
</tr>
<tr>
<td>Total</td>
<td>$31,700.00</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties of these presents have executed this
Contract in four (4) counterparts, each of which shall be deemed an original
in the year and day first above mentioned.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By: _________________________________

Homer Bryce, Chairman

A-C ELECTRIC COMPANY
P. O. BOX 4613
NACOGDOCHES, TEXAS 75962

By: _________________________________

Mark [Signature]
THOMPSON-ANDERSON INSURANCE AGENCY  
P. O. Box 984  
Nacogdoches, Texas 75961

COMPANIES AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>COMPANY LETTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (THE HOME INSURANCE COMPANY)</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

NAME AND ADDRESS OF INSURED

Mark Clark & Glen Anderson d/b/a  
A-C Electric Company  
P. O. Box 4613 SFA Station  
Nacogdoches, Texas 75962

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time.

<table>
<thead>
<tr>
<th>POLICY TYPE</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRATION DATE</th>
<th>Limits of Liability in Thousands (000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td>COMPREHENSIVE FORM</td>
<td>CA9385378</td>
<td>9/16/78</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LIMITS OF LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY</td>
<td>$600,000</td>
<td>$600,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$300,000</td>
<td>$300,000</td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>COMPREHENSIVE FORM</td>
<td>CA9394117</td>
<td>9/16/78</td>
<td>$500,000</td>
</tr>
<tr>
<td></td>
<td>LIMITS OF LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (EACH OCCURRENCE)</td>
<td>$500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY (EACH PERSON)</td>
<td>$500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$150,000</td>
<td></td>
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</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>UMBRELLA FORM</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>OTHER THAN UMBRELLA FORM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</td>
<td></td>
<td>WC9489935</td>
<td>9/22/78</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

CONSTRUCTION FOR WIRING, STARR APARTMENTS, PROJECT NO. PPD 78-0172

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, P. O. Box 3031 SFA Station, Nacogdoches, Texas 75962
Meeting adjourned at 11:15 a.m.