MINUTES OF

Board of Regents

of

Stephen F. Austin State University

VOLUME NO. 45

June 2, 1979

Nacogdoches, Texas
<table>
<thead>
<tr>
<th>Page</th>
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<tbody>
<tr>
<td>45-2</td>
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</table>

79-85 Authorizations: Dr. Billy J. Franklin to Attend 1979 IEM School at Harvard University; Reimburse Dr. Franklin for Travel Funds; and Pay Dr. Franklin's Registration Fees of $3,200 to Harvard University

79-86 Approval of Contract with Temple Associates, Incorporated, Change Order No. 1, and Project Budget on Student Housing Project

79-87 Approval of Preliminary Plans for Home Economics Facility and Authority to Seek Approval of Coordinating Board and Develop Working Drawings and Specifications for Bidding
The meeting was called to order by Homer Bryce, Chairman of the Board of Regents, at 12:00 Noon June 2, 1979.

PRESENT:

Members: Homer Bryce of Henderson
         Walter C. Todd of Dallas
         Mrs. Peggy Wright of Nacogdoches
         Glenn Justice of Dallas
         Joe Bob Golden of Jasper

Absent: Ernest Powers of Carthage
        James I. Perkins of Rusk
        Robert E. Samuel, Jr. of Madisonville
        Mrs. George Cullum, Jr. of Dallas

PRESEN T:

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

PRESEN T:

Visitors: Wilbur Kent (Architectural Firm - Kent-Marsellos-Scott)
         Floyd Marsellos (Architectural Firm - Kent-Marsellos-Scott)
         Ray Scott (Architectural Firm - Kent-Marsellos-Scott)
         L. D. Cloud (Architectural Firm - Bernard Johnson Inc.)
         Jim Sartin (Architectural Firm - Bernard Johnson Inc.)
Upon motion of Regent Todd, seconded by Regent Golden, with all members voting aye, it was ordered that Dr. Billy J. Franklin, Vice President for Academic Affairs, be directed to attend the 1979 Institute of Education Management at Harvard University from June 17, 1979 through July 26, 1979 in Cambridge, Massachusetts, and that he be reimbursed by the University (from available local funds) the air transportation, and that the University be authorized to pay his registration fee of $3,200 to Harvard University.

Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the contract be approved with Temple Associates, Incorporated, in the amount of $1,150,300--Base, less Alternates 1, 2, 3, and 4 and Change Order No. 1 (as approved by the Chairman)--to construct the Student Housing Project, and that the Chairman of the Board be authorized to sign the contract and the Change Order; and the following project budget be approved:

<table>
<thead>
<tr>
<th>Student Housing Project</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract - Temple Associates, Inc.</td>
<td>$1,150,300</td>
</tr>
<tr>
<td>Other Contract Cost</td>
<td>9,000</td>
</tr>
<tr>
<td>Architect Fees (7.5%)</td>
<td>86,300</td>
</tr>
<tr>
<td>Testing, Laboratory Work</td>
<td>14,000</td>
</tr>
<tr>
<td>Loose and Movable Furniture</td>
<td>90,000</td>
</tr>
<tr>
<td>Legal and Administrative</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>$1,369,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Proceeds</td>
</tr>
<tr>
<td>Interest Income</td>
</tr>
<tr>
<td>Pledged Property Surplus</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1977 EDITION

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


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

AGREEMENT

made as of the Hundred and Second Seventy-nine day of June in the year of Nineteen

BETWEEN the Owner: STEPHEN F. AUSTIN STATE UNIVERSITY NACOGODOCHES, TEXAS

and the Contractor: Temple Associates, Inc. Post Office Box 730 Diboll, Texas

The Project: STUDENT APARTMENTS

The Architect: BERNARD JOHNSON INCORPORATED

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

The Contract Documents consist of this Agreement, and as defined in the General Conditions. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for construction of a Student Apartment Complex for Stephen F. Austin State University.

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced within ten days after receipt of written notice to proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 270 calendar days.
ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of $1,150,300

One Million One Hundred Fifty Thousand Three Hundred Dollars

The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Bid Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$1,509,000</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>Deduct 44,400</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>Deduct 171,100</td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>Deduct 83,000</td>
</tr>
<tr>
<td>Alternate No. 4</td>
<td>Deduct 8,400</td>
</tr>
<tr>
<td>Change Order No. 1</td>
<td>Deduct (See Attached) 51,800</td>
</tr>
</tbody>
</table>

Total Contract $1,150,300

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract, General and Supplementary Conditions.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Here insert the rate of interest agreed upon.)
ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and as defined in the General Conditions.

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

General Conditions of Contract

Supplementary Conditions

Drawings - C1A, C2, C3 (Revised June 7, 1979), C4, C5, C6, C7, C8
A2, A3, A4, A5, A6, A7, A8, A9, A10
S1, MP1, MP2, E1, E2

Specifications - Divisions 1 thru Division 16 - dated February 1979
Alternates 1, 2, 3 & 4
Change Order No. 1 - dated June 2, 1979
Addendum No. 1, dated March 23, 1979
Addendum No. 2, dated March 28, 1979
Addendum No. 3, dated April 13, 1979
Addendum No. 4, dated May 18, 1979
Revision No. 1, dated June 6, 1979

This Agreement entered into as of the day and year first written above.

OWNER

Stephen F. Austin State University

BY

Chairman, Board of Regents

Nacogdoches, Texas

CONTRACTOR

Temple Associates, Inc.

BY

Diboll, Texas
1. Substitute Paint Grade Birch Veneer on Interior Door Facings In Lieu of Stain Grade Red Oak. Deduct $3,800

2. Substitute Rough Sawn Finish in Lieu of Smooth Finish on Exterior Wood Trim and Siding. Deduct $1,490


4. Substitute Cabinets Manufactured by Brandon, Belmont Model, Solid Core Flush Birch, Paint Grade Veneer In Lieu of Custom Cabinets. Deduct $17,300

5. Contractor Credit for Owner Selection of Alternate No. 2 (Construct 8 Buildings In Lieu of 10). Add $16,400

6. Substitute PVC, Schedule 40 Sanitary Sewer Pipe In Lieu of Service Weight Cast Iron 5'-0" Outside Building (as per Revision No. 1) Deduct $6,750

7. Substitute Type "K" Copper Water Pipe In Lieu of PVC (as per Revision No. 1) Add $2,100

**Contract Amount Prior to This Change** $1,202,100

**Contract Amount Including This Change** $1,150,300

**Revised Contract Completion Date**

**Approved Date** June 2, 1979

Owner: Stephen F. Austin State University

**Accepted Date** 6/2/1979

Contractor: Temple Associates, Inc.

**DISTRIBUTION**

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**BERNARD JOHNSON INCORPORATED**

ENGINEERS - ARCHITECTS - PLANNERS
2050 WESTBEEKER, HOUSTON, TEXAS 77058
(713) 622-1400

45-7
STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
AMENDED BY

KNOW ALL MEN BY THESE PRESENTS, that Temple Associates, Inc.,
P. O. Box 730
Diboll, Texas 75941
(hereinafter called the Principal(s)), as Principal(s), and
Associated Indemnity Corporation
(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto
Stephen F. Austin State University, Nacogdoches, Texas
(hereinafter called the Obligee), in the amount of
One million one hundred fifty thousand three hundred and no/100—$1,150,300.00—(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 2nd day of June
1979, to construct a Student Apartment Complex for Stephen F. Austin University, Nacogdoches, Texas

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 subcontractor 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 his 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, Regular Session, 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(s) and Surety(s) have signed and sealed this instrument this 2nd day of June
1979.

Temple Associates, Inc.
(PRINCIPAL)

Eddie Joiner, Vice-President
(PRINCIPAL)

Associated Indemnity Corporation
CORPORATE SURETY

Wendell D. Wampler
Attorney-in-Fact
Know all men by these presents, that

Temple Associates, Inc.

P. O. Box 730

Diboll, Texas 75941

(hereinafter called the Principal(s), as Principal(s), and

Associated Indemnity Corporation

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto

Stephen F. Austin State University, Nacogdoches, Texas

(hereinafter called the Obligee), in the amount of

One million one hundred fifty thousand three hundred and no/100 $1,150,300.00

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 2nd day of June 1979, to construct a Student Apartment Complex for Stephen F. Austin University, Nacogdoches, Texas.

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, Regular Session, 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(s) and Surety(s) have signed and sealed this instrument this 2nd day of June 1979.

Temple Associates, Inc.

(Principal) Eddie Joiner, Vice-President

(Principal)

Associated Indemnity Corporation

Corporate Surety

By Wendell D. Wampler, Attorney-in-Fact
79-87
Upon motion of Regent Golden, seconded by Regent Justice, with all members voting aye, it was ordered that the preliminary plans (based on Floor Plan B) for the Home Economics Department's facility be approved and the University be authorized to seek the approval of the Coordinating Board and to develop working drawings and the specifications for bidding.