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<td>Approval of FY80 Budget Adjustments</td>
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<td>Authorization to Obtain a New Estimate from the Home Economics South Project</td>
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<td>Approval of Contract to Renovate Stadium Running Track</td>
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<td>47-23</td>
<td>Proposal of Alumni Association for Office Facility</td>
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<td>47-24</td>
<td>Approval of Contract with TP§L to Provide Underground Electric Services - Student Housing Project</td>
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<tr>
<td>47-24</td>
<td>Approval of Architectural Services Agreement - Forestry Facility</td>
</tr>
<tr>
<td>47-25</td>
<td>Approval of Architectural Services Agreement - Art Studios Facility</td>
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<tr>
<td>47-26</td>
<td>Approval of Change Order - University Center Expansion/Remodeling Project</td>
</tr>
<tr>
<td>47-27</td>
<td>Approval of Contract to Reroof Dormitories 10 and 13</td>
</tr>
</tbody>
</table>
The meeting was called to order by Homer Bryce, Chairman of the Board of Regents, at 9:00 a.m. October 27, 1979.

PRESENT:

Members:  Homer Bryce of Henderson
           James I. Perkins of Rusk
           Walter C. Todd of Dallas
           Mrs. Peggy Wright of Nacogdoches
           Joe Bob Golden of Jasper
           Robert E. Samuel, Jr. of Madisonville
           Glenn Justice of Dallas

Absent: Mrs. George Cullum, Jr. of Dallas

PRESENT:

C. G. Haas, Secretary to the Board
Dr. William R. Johnson, President of the University
Dr. Billy J. Franklin, Vice President for Academic Affairs
Dr. Baker Pattillo, Vice President for Student Affairs
Robert Provan, Legal Counsel

PRESENT:

Anna Martinez - KTRE-TV
Dana Sneed - President of SFASU Student Government
Susan Williamson - Member SFASU Pine Log
Pamela Varley - Member SFASU Pine Log
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the minutes of the meeting of July 21, 1979 be approved, with the following correction: By adding to Minute Item No. 79-105 the following names of savings and loan associations:

Nacogdoches Savings & Loan Association, Nacogdoches, Texas
First Federal Savings & Loan Association, Nacogdoches, Texas
Guaranty Federal Savings & Loan Association, San Antonio, Texas

Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Wright be elected as Vice Chairperson of the Board.

Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the Resolution in memory of Regent Powers be adopted, as follows:
RESOLUTION OF THE BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

ERNEST C. POWERS: IN MEMORIAM

WHEREAS, in June, 1973, the Honorable Ernest C. Powers, of Carthage, was appointed by Governor Dolph Briscoe of Texas to the Board of Regents of Stephen F. Austin State University;

WHEREAS, Mr. Powers served with such distinction on the Board that, in 1979, he was reappointed by Governor William Clements to a second term and then was elected Vice Chairman of the Board;

WHEREAS, as a Regent, civic leader, banker, and businessman, Mr. Powers rendered distinguished service not only to public education but to his church, community, state, and nation;

AND WHEREAS, on October 12, 1979, Mr. Powers died unexpectedly;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, assembled this Twenty-seventh Day of October, 1979, that the Board, the administration, the faculty, and the student body of the University express to his family their esteem for Mr. Powers and their deep sense of loss in his death;

AND BE IT FURTHER RESOLVED that a copy of this memorial resolution be spread upon the minutes of the Board and that a copy be sent to the Powers family.

/s/ Homer Bryce
Chairman of the Board

/s/ C. G. Haas
Secretary to the Board
80-4
Upon motion of Regent Perkins, seconded by Regent Wright, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated: (1979 Summer II)

1. Applied Arts and Sciences

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Richard Bales</td>
<td>Coffield</td>
<td>$466.00</td>
</tr>
<tr>
<td>Mr. Ronnie Barra</td>
<td>Longview</td>
<td>746.00</td>
</tr>
<tr>
<td>Dr. Duke Brannen</td>
<td>Jasper/Humble</td>
<td>446.00</td>
</tr>
<tr>
<td>Dr. Robert Brooks</td>
<td>Longview</td>
<td>468.00</td>
</tr>
<tr>
<td>Dr. Jim Dennis</td>
<td>Jacksonville</td>
<td>360.00</td>
</tr>
<tr>
<td>Dr. Ray Eastman</td>
<td>Coffield</td>
<td>466.00</td>
</tr>
<tr>
<td>Dr. William Heeney</td>
<td>Humble</td>
<td>468.00</td>
</tr>
<tr>
<td>Dr. Sue Jones</td>
<td>Travel Course</td>
<td>4,266.00</td>
</tr>
<tr>
<td>Dr. Samir Maamary</td>
<td>Humble</td>
<td>840.00</td>
</tr>
<tr>
<td>Dr. Milton Payne</td>
<td>Jasper/Longview</td>
<td>746.00</td>
</tr>
<tr>
<td>Ms. Carolyn Price</td>
<td>On Campus</td>
<td>1,266.00</td>
</tr>
<tr>
<td>Dr. R. Frank Smith</td>
<td>Longview</td>
<td>446.00</td>
</tr>
<tr>
<td>Dr. Wendall Spreadbury</td>
<td>Humble</td>
<td>840.00</td>
</tr>
<tr>
<td>Dr. John Thornton</td>
<td>Jasper</td>
<td>436.00</td>
</tr>
<tr>
<td>Dr. M. B. Wade</td>
<td>Longview</td>
<td>436.00</td>
</tr>
<tr>
<td>Dr. Grady Willingham</td>
<td>Longview</td>
<td>436.00</td>
</tr>
<tr>
<td>Mr. Melvin Montgomery</td>
<td>On Campus</td>
<td>1,850.00</td>
</tr>
<tr>
<td>Mr. Melvin Montgomery</td>
<td>On Campus</td>
<td>1,850.00</td>
</tr>
<tr>
<td>Dr. John R. Heath</td>
<td>On Campus</td>
<td>1,167.67</td>
</tr>
</tbody>
</table>

2. Department of Agriculture

Dr. T. A. Alhashimi, Associate Professor of Agriculture, at a salary rate of $300 for 100% time from July 16 to July 20 for shortcourse on "Greenhouse, Flowershop and Nursery Management."

80-5
Upon motion of Regent Justice, seconded by Regent Todd, with all members voting aye, it was ordered that the following changes in status be approved: (1979 Summer II)

1. Department of Elementary Education

Dr. Wendall Spreadbury, Associate Professor, from 100% time at a salary rate of $3,536.17 to 50% time at a salary rate of $1,768.09.

2. Department of English and Philosophy

Mr. Beeman Bentley, Assistant Professor, to 50% time at a salary rate of $1,416.25 for Summer II, to cover courses originally assigned to another faculty member.

47-4
Mr. David C. Howard, Assistant Professor, from 100% time at a salary rate of $2,660.83 to 50% time at a salary rate of $1,338.42.

3. Department of Geology

Dr. Marvin C. Crocker, Associate Professor, to 50% time at a salary rate of $1,864.50, in order to continue to serve as Interim Department-Chairman until the newly appointed Chairman arrives.

Dr. Jerry W. Vincent, Associate Professor, from 50% time at a salary rate of $1,610.00 to 100% time at a salary rate of $3,220.00.

4. Department of Music

Dr. David Jones, Associate Professor, from 100% time at a salary rate of $3,304.50 to 50% time at a salary rate of $1,652.25.

5. Department of Psychology

Dr. Richard L. Pollock, Assistant Professor, from 100% time at a salary rate of $3,021.77 to 50% time at a salary rate of $1,510.59.

6. Department of Secondary Education

Ms. Hilda Harris, Instructor, from 50% time at a salary rate of $1,158.75 to no appointment for the Summer II term.

Ms. Paulette Wright, Instructor, from 0% time to 50% time at a salary rate of $1,158.75 to cover class originally assigned to Ms. Harris.

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

1. School of Applied Arts and Sciences

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Mary Appleberry</td>
<td>Center</td>
<td>$1,166.00</td>
</tr>
<tr>
<td>Dr. John Austin</td>
<td>Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Dr. Arthur Benoy</td>
<td>Jasper/Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Dr. Duke Brannen</td>
<td>Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Dr. Robert Brooks</td>
<td>Longview</td>
<td>436.00</td>
</tr>
<tr>
<td>Dr. William Brophy</td>
<td>Coffield</td>
<td>466.00</td>
</tr>
<tr>
<td>Mr. Jimmy Case</td>
<td>Coffield</td>
<td>466.00</td>
</tr>
<tr>
<td>Dr. Ronald Claunch</td>
<td>Humble</td>
<td>1,340.00</td>
</tr>
<tr>
<td>Dr. Bennett Cooksey</td>
<td>On Campus</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Ms. Mary Alice Crowell</td>
<td>Longview</td>
<td>1,536.00</td>
</tr>
<tr>
<td>Dr. Ralph Eddins</td>
<td>Longview</td>
<td>436.00</td>
</tr>
<tr>
<td>Dr. Don Fare</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Dr. Edwin Gaston  
Dr. William Heeney  
Dr. Harold Hill  
Dr. Jerry Irons  
Dr. Langston Kerr  
Mr. Johnny Long  
Dr. Mary Ella Lowe  
Dr. Morgan Moses  
Dr. Wayne Murdock  
Dr. Milton Payne  
Dr. John Quinn  
Dr. Elvia Rodriguez  
Dr. Jose Rodriguez  
Dr. Margaret Rucker  
Dr. Dwane Russell  
Dr. Eugene Sauls  
Dr. Wendall Spreadbury  
Dr. George Thompson  
Dr. John Thornton  
Dr. Ralph White  
Mr. W. D. Whitescarver  
Dr. Grady Willingham

2. Department of Accounting

Mr. Robin C. Potter, 28, M.S. (Oklahoma State University), Assistant Professor of Accounting at a salary rate of $17,500 for nine months, effective January 1, 1980.

3. Department of Administrative Services

Dr. Connie M. Mayer, 27, J.D. (University of Houston), Lecturer (25% time) in the Department of Administrative Services, at a salary rate of $3,000 for nine months, effective September 1, 1979.

Ms. Luella M. Stringer, 30, M.B.Ed. (Stephen F. Austin State University), Lecturer in the Department of Administrative Services, at a salary rate of $3,000 for 50% time for the Fall Semester, 1979, and $1,500 for 25% time for the Spring Semester, 1980, effective September 1, 1979.

4. Department of Agriculture

Mr. Tommy Randel Baldree, 26, B.S. (Texas A&M University), Dairy Farm Manager/Operator at a salary rate of $11,073 for twelve months, effective September 1, 1979.

5. Department of Communication

Mr. John Gaston Frank, 25, M.A. (Stephen F. Austin State University),
Assistant Instructor in the Department of Communication at a salary rate of $11,000 for nine months, effective September 1, 1979.

6. Criminal Justice Program

Dr. John R. Heath, 38, J.D. (South Texas College of Law), Assistant Professor of Criminal Justice at a salary rate of $15,250 for nine months, effective September 1, 1979.

7. Department of Economics and Finance

Dr. Lynette Solomon, 47, Ph.D. (University of Arkansas), Assistant Professor of Finance at a salary rate of $17,390 for nine months, effective September 1, 1979.

8. Department of English and Philosophy

Mr. Cydney W. Adams, 30, M.A. (Stephen F. Austin State University), Lecturer (75% time) in English at a salary rate of $4,125 for the Fall Semester, 1979, only.

Mr. John C. Grooms, 26, M.A. (Stephen F. Austin State University), Lecturer (50% time) in English at a salary rate of $2,250 for the Fall Semester, 1979, only.

Mr. Mark Horan, 30, M.A. (Slippery Rock State Teachers College), Assistant Instructor (50% time) in English at a salary rate of $2,250 for the Fall Semester, 1979, only.

Mr. Thom McFarland, 31, M.A. (Stephen F. Austin State University), Assistant Instructor (75% time) in English at a salary rate of $3,375 for the Fall Semester, 1979, only.

Ms. Molly A. Travis, 28, M.A. (Stephen F. Austin State University), Lecturer (50% time) in English at a salary rate of $2,832.50 for the Fall Semester, 1979, only.

9. School of Forestry

Mr. Robert Webb, 54, M.F. (Yale University), Visiting Instructor (25% time) in Forestry at a salary rate of $1,545 for the Fall Semester, 1979, only.

10. Department of Geology

Ms. Patricia Sharp, 25, M.S. (Stephen F. Austin State University), Instructor in Geology at a salary rate of $12,000 for nine months, effective September 1, 1979.

11. Department of Health and Physical Education

Ms. Dianne Ivy Baker, 27, B.S. (Texas Woman's University), Lecturer (25% time) and Women's Athletic Coach (25% time) in Health and Physi-
cal Education at a salary rate of $7,140 for 50% time for nine months, effective September 1, 1979.

Mr. Thomas R. Pate, 30, M.Ed. (Texas Southern University), Instructor (75% time) in Health and Physical Education at a salary rate of $10,290 for nine months, effective September 1, 1979.

12. Department of Home Economics

Ms. Sally Ann Basey, 24, B.F.A. (Louisiana Tech University), Lecturer (50% time) in Home Economics at a salary rate of $6,000 for nine months, effective September 1, 1979.

Ms. Kim R. Bass, 23, B.F.A. (Texas Tech University), Lecturer (65% time) in Home Economics at a salary rate of $6,750 for nine months, effective September 1, 1979.

Ms. Joyce Morrison, 43, M.S. (Stephen F. Austin State University), Assistant Instructor in Home Economics at a salary rate of $12,000 for nine months, effective September 1, 1979.

13. Department of Management and Marketing

Mr. Robert S. Anderson, 60, M.B.A. (University of Pittsburgh), Lecturer in Management at a salary rate of $6,000 for the Fall Semester, 1979, only.

Mr. Ronald A. Bigoness, 48, M.B.A. (Stephen F. Austin State University), Instructor in Management at a salary rate of $13,000 for nine months, effective September 1, 1979.

Ms. Marlene Kahla, 28, M.B.A. (Sam Houston State University), Instructor in Marketing at a salary rate of $13,500 for nine months, effective September 1, 1979.

Mr. Johnny Long, 53, M.Ed. (Stephen F. Austin State University), Lecturer (25% time) in Management at a salary rate of $1,607 for the Fall Semester, 1979, only.

14. Department of Mathematics and Statistics

Mr. James P. Gray, 29, M.S. (Stephen F. Austin State University), Lecturer (40% time) in the Department of Mathematics and Statistics, at a salary rate of $1,800, effective for the Fall Semester, 1979, only.

Ms. Marilyn Sue Head, 27, M.S. (University of Dallas), Assistant Instructor in Mathematics at a salary rate of $10,500 for nine months, effective September 1, 1979.
Ms. Kathryn Fraugnaugh-Jones, 37, M.S. (New Mexico Highlands University), Instructor in Mathematics at a salary rate of $10,500 for nine months, effective September 1, 1979.

Ms. Sandra K. Welch, 35, M.S. (Stephen F. Austin State University), Assistant Instructor in Mathematics at a salary rate of $10,500 for nine months, effective September 1, 1979.

15. Department of Music

Ms. Eva Bailey, 54, B.M. (Stephen F. Austin State University), Lecturer (7-1/2% time) at a salary rate of $600 for nine months, effective September 1, 1979.

Ms. Bonnie Gilman, 33, M.M. (Eastman School of Music), Lecturer (7-1/2% time) in Music at a salary rate of $600 for nine months, effective September 1, 1979.

Mr. Kurt A. Gilman, 29, M.M. (Texas Tech University), Instructor in Music at a salary rate of $13,000 for nine months, effective September 1, 1979.

Ms. Barbara B. Haden, 28, M.M. (University of Houston), Lecturer (15% time) in Music at a salary rate of $3,207.68 for nine months, effective September 1, 1979.

Mr. George S. Kosich, 27, M.M. (Indiana University), Instructor in Music at a salary rate of $13,000 for nine months, effective September 1, 1979.

Ms. Shirley Watterston, 40, M.S. (University of Wisconsin), Lecturer (75% time) in Music at a salary rate of $9,750 for nine months, effective September 1, 1979.

16. Department of Psychology

Mr. Glenn S. Colton, 27, M.A. (Stephen F. Austin State University), Assistant Instructor in Psychology at a salary rate of $4,500 for the Fall Semester, 1979, only.

17. Department of School Services

Ms. Betty J. Carter, 39, M.Ed. (Sam Houston State University), Lecturer in School Services (25% time) at a salary rate of $1,500 for the Fall Semester, 1979, only.

Ms. Linda Ann Green, 26, M.A. (Texas Woman's University), Lecturer in School Services (50% time) at a salary rate of $3,000 for the Fall Semester, 1979, only.
18. Fiscal Affairs

Ms. Storm McGill, 22, Coordinator of Accounts Payable at a salary rate of $8,592.00 for twelve months, effective September 24, 1979.

19. Student Affairs Division

Mr. Greg Broadd, 43, M.A. (University of Wisconsin), Director of Student Publications at a salary rate of $14,500 for twelve months, effective September 1, 1979.

Ms. Jamie Fain, 28, B.B.A. (Stephen F. Austin State University), Residence Halls Coordinator for Housing at a salary rate of $12,000 for twelve months, effective October 8, 1979.

Dr. Foy Varner, 36, M.D. (University of Texas Medical School), Physician for Health and Hospital Services at a salary rate of $31,000 for twelve months, effective August 29, 1979.

Ms. Elaine Wingate, 32, B.B.A. (Stephen F. Austin State University), Scheduling and Services Coordinator for the University Center at a salary rate of $8,028 for twelve months, effective July 23, 1979.

20. Intercollegiate Athletics

Mr. George Allen, 24, M.A. (Stephen F. Austin State University), Athletic Counselor, at a salary rate of $14,500 for twelve months, effective August 15, 1979.

80-7

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

1. Department of Accounting

Ms. Emogene Wind, Instructor in Accounting, effective July 16, 1979. Ms. Wind has accepted other employment.

2. School of Applied Arts and Sciences

Dr. Ivy Eugene Kirkpatrick, Assistant to the Director of the Applied Arts and Sciences Division, effective July 31, 1979. Dr. Kirkpatrick has accepted other employment.

3. Department of Art

Dr. Vincent F. Kubly, Assistant Professor of Art, effective July 16, 1979. Dr. Kubly completed his temporary appointment.
4. Department of Biology

Dr. Susan E. Harwood, Assistant Professor of Biology, effective September 23, 1979. Dr. Harwood had been granted a leave of absence for the 1979-80 academic year. She has now accepted other employment.

5. Department of Communication

Mr. Robert E. Hays, II, Assistant Professor of Communication, effective June 1, 1979. Mr. Hays completed his temporary appointment.

6. Department of Economics and Finance

Dr. Terrence G. Rice, Assistant Professor of Economics, effective July 27, 1979. Dr. Rice completed his temporary appointment.

7. Department of English and Philosophy

Dr. Leslie M. Thompson, Professor of English, effective July 16, 1979. Dr. Thompson has accepted other employment.

8. School of Forestry

Dr. Paul C. Johnson, Research Associate in Forestry, effective October 5, 1979. Dr. Johnson has accepted other employment.

9. Department of Health and Physical Education

Dr. Gary G. Coffman, Associate Professor of HPE and Assistant Basketball Coach, effective July 16, 1979. Dr. Coffman has accepted other employment.

10. Department of History

Dr. George E. Cooper, Assistant Professor of History, effective June 14, 1979. Dr. Cooper was on leave of absence and has now resigned to accept other employment.

11. Department of Mathematics and Statistics

Dr. W. I. Layton, Professor of Mathematics and Chairman of the Department, effective August 31, 1979. Dr. Layton has accepted other employment.

12. Department of Music

Mr. Charles B. Foley, Instructor of Music, effective August 15, 1979. Mr. Foley has accepted other employment.

Dr. Tyrone Greive, Assistant Professor of Music, effective May 31, 1979. Dr. Greive has accepted other employment.
13. Fiscal Affairs

Ms. Larka Lee Lemons, Coordinator of Accounts Payable, effective September 30, 1979. Ms. Lemons moved to another city.

14. Student Affairs Division

Mr. Lynn Black, Catering Supervisor for the University Center, effective August 31, 1979. Mr. Black resigned due to personal reasons.

Ms. Mary Ruth Dunlap, Director of Student Publications, effective August 1, 1979. Ms. Dunlap has moved away from Nacogdoches.

Dr. Richard D. English, Physician for Health and Hospital Services, effective September 30, 1979. Dr. English accepted another position.

Mr. James Patrick Newland, Student Development Coordinator, effective July 20, 1979. Mr. Newland took a position at another University.

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

1. School of Applied Arts and Sciences

Dr. James O. Standley, Dean of the School of Applied Arts and Sciences, from a beginning date of September 1, 1979 to August 20, 1979 at a salary rate of $1,000 for the two weeks.

2. Department of Criminal Justice

Mr. William T. Toney, Assistant Professor of Criminal Justice, to Assistant Professor and Acting Director of the Criminal Justice Program, with an additional $1,000 to compensate for the added responsibilities, effective September 1, 1979.

3. Department of Computer Science

Mr. William P. Herman, Instructor in Computer Science, to a salary rate of $15,000 for nine months. This is to correct a keypunch error in the budget.

4. Department of Elementary Education

Ms. Betty Bunch, Lead Kindergarten teacher, to 50% Account 1105 and 50% Account 1021 for a total salary of $13,121, for nine months, effective September 1, 1979. This is to correct a budget error.
5. Department of English and Philosophy

Ms. Beth Medrano, Lecturer in English, from 50% at $2,750.00 to 75% at $4,125.00, effective September 1, 1979, and for the Fall Semester, 1979, only.

Ms. JoAnne Howard, Lecturer in English, from 50% at $2,750.00 to 75% at $4,125.00 - effective September 1, 1979, and for the Fall Semester, 1979, only.

6. School of Forestry

Dr. M. Victor Bilan, Professor of Forestry from a salary of $25,800 to $26,175 for nine months, to include a merit increase. This is effective September 1, 1979.

Mr. Patrick Bray, Manager of Career Development Services in Forestry, from a nine months appointment at $14,247 to a twelve months appointment at $14,398, effective September 1, 1979.

Dr. Robert Fleet, Research Associate in Forestry, from a salary of $11,126 to $12,000 for nine months, effective September 1, 1979. This reflects the allowable salary increase provided through grant funds.

Dr. Michael Legg, Associate Professor of Forestry, to correct a budget error. Salary should read 75% time--Account 1035-for $13,500 and 25% time--Account 1116 for $4,500, for a total nine months salary of $18,000, effective September 1, 1979.

Dr. R. Montague Whiting, Assistant Professor of Forestry, from a salary of $14,560 to a salary of $16,550 for nine months, effective September 1, 1979. The new figure reflects stipend for promotion to Assistant Professor and corrects a miscalculation of base salary.

7. Department of Health and Physical Education

Ms. Sue Gunter, Assistant Professor of Women's HPE and Associate Director of Athletics, from a salary rate of $22,450 to $22,495 for nine months, effective September 1, 1979. This is to correct a key-punch error in the budget.

Ms. Loretta Sue Tinsley, Instructor of Women's HPE, from a salary of $9,946 for 75% time to $13,261 for 100% time, effective September 1, 1979. The additional time is needed to cover classes taught by a faculty member who has requested a leave of absence.

8. Department of History

Dr. Bobby Johnson, from Professor of History at $22,050 for nine months to Professor of History and Acting Director, News and Infor-
mation Services, at $29,400 for twelve months, effective September 1, 1979.

9. Department of Psychology

Dr. Verna Barron, Assistant Professor of Psychology, from a salary of $14,170 to $14,500 for nine months, effective September 1, 1979. This is to correct a budget error.

Dr. David Goldstein, Assistant Professor, at a salary rate of $16,871 for nine months, effective September 1, 1979. Dr. Goldstein had indicated that he would resign and was therefore not included in the budget.

10. Department of School Services

Mr. William Bryan, Assistant Professor of School Services, at a salary of $16,964 for 85% time to 100% time for nine months, effective September 1, 1979. This is to correct a keypunch error in the budget.

Dr. William Weber, Assistant Professor of School Services, at a salary of $16,068 for 75% time to 100% time for nine months, effective September 1, 1979. This is to correct a keypunch error in the budget.

11. University Library

Ms. Betty Bennett, Librarian III, from a salary rate of $16,595 to $16,614 for nine months, effective September 1, 1979. This is to correct a keypunch error in the budget.

Ms. Laine Farley, Librarian I, from a salary rate of $10,920 to $11,036 for nine months, effective September 1, 1979. This is to correct a budget error and include a 5.1% increase in salary.

Ms. Lucille Hackard, Librarian I, at a salary rate of $12,367 to Librarian II, effective September 1, 1979. A budget error did not reflect the correct title of rank.

12. Student Affairs Division

Mr. John Anderson, from Food Production Supervisor I to Manager East College Cafeteria, effective September 1, 1979. Salary adjustment from $12,480 to $16,356 for twelve months.

Mr. Donald Barnett, from Manager East College Cafeteria to Manager University Center Cafeteria, effective September 1, 1979.

Ms. Betty Boney, from Assistant Catering Supervisor at $3.61 per hour to Catering Supervisor at $10,188 for twelve months, effective September 1, 1979.
Mr. Curtis Bradshaw, Director of Financial Aid. Salary adjustment from $17,194 to $17,394 for twelve months, effective September 1, 1979, to correct an error made when budget was printed.

Mr. Robert Caudle, from Food Production Supervisor I to Food Production Supervisor II. Salary adjustment from $11,266 to $12,676 for twelve months, effective September 1, 1979.

Mr. David Locke, from Food Production Supervisor I at $4.28 per hour to Assistant Food Production Supervisor II at $9,528 for twelve months, effective September 1, 1979.

Ms. Mita Musick, from Director of Residence Hall Programs to Associate Director of Housing, effective September 1, 1979. Salary adjustment from $17,079 to $19,000 for twelve months.

Dr. John R. Scott, Physician at a salary rate of $34,320 for ten and a half months to $39,222 for twelve months, effective October 1, 1979.

Mr. Leonard (Pete) Smith, from Assistant Director of Housing to Director of Housing, effective September 1, 1979. Salary adjustment from $16,124 to $20,000 for twelve months.

Mr. Clyde Tucker, from Assistant Food Production Supervisor II to Food Production Supervisor I. Salary adjustment from $7,389 to $11,452 for twelve months, effective September 1, 1979.

Dr. Foy E. Varner, Physician, salary rate adjustment from $31,000 for ten and a half months to $33,400 for ten and a half months, effective October 1, 1979.

Ms. Nancy Weyland, from Administrative Assistant in Early Childhood Laboratory to Assistant Director of Financial Aid, effective October 1, 1979. Salary adjustment from $8,679 to $12,000 for twelve months.

13. University News Service

Mr. Howard Page, from Director (100% time) at a salary rate of $16,678 to Editorial Coordinator (80% time) at a salary rate of $13,964 for twelve months, effective August 15, 1979.

Upon motion of Regent Perkins, seconded by Regent Justice, with all members voting aye, it was ordered that the following request for a leave of absence be granted:
1. Department of Geology

Dr. Hershel Jones, Associate Professor of Geology, for the Fall Semester, 1979. Dr. Jones will participate in negotiations for a grant funded by the Department of Energy for investigation in geothermal energy.

80-10
Upon motion of Regent Justice, seconded by Regent Perkins, with all members voting aye, it was ordered that the following retirements be accepted:

1. University Library

   Mr. C. W. Romans, Librarian II, effective January 15, 1980.

2. Student Affairs Division

   Mr. Kenneth McFarland, Director of Housing, effective August 31, 1979.

   Ms. Lucille Matchett, Accounting Clerk II for University Center, effective August 31, 1979.

3. Fiscal Affairs

   Ms. Barbara Sitton, Cashier, effective September 1, 1979.

80-11
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the following award of tenure be approved.

1. Department of Geology

   Dr. Volker W. Gobel

80-12
Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that the Faculty Workload Report for Fall Semester, 1979, be approved as submitted under separate cover.

80-13
Upon motion of Regent Samuel, seconded by Regent Justice, with all members voting aye, it was ordered that the name of the Department of School Services be changed to the Department of Counseling and Special Educational Programs.
80-14
Upon motion of Regent Samuel, seconded by Regent Perkins, with all members voting aye, it was ordered that the B.S. in Education degree with a Major in School Services be redesignated a B.S. in Education degree with a Major in Special Education and that fields of concentration be designated in Speech and Hearing Therapy; Visually Handicapped; Deaf and Severely Hard of Hearing; Rehabilitation Services; and Orientation and Mobility.

80-15
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the program whereby two Regents Professors may be named each academic year be established. One Regents Professorship is to recognize outstanding research contributions by a member of the University faculty, and one is to recognize outstanding teaching by a member of the University faculty. Appointments are for a term of one academic year. Selection will be according to procedures established by the Academic Deans Council, and will involve directly in the selection process the Chairperson of the Academic and Student Affairs Committee of the Board of Regents.

80-16
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the academic program inventory (Appendix No. 1) be the official program inventory for Stephen F. Austin State University, excluding academic minors, all such programs having been established in accord with the policies of the Board of Regents of Stephen F. Austin State University.

80-17
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the underenrolled classes as listed below be approved for retention for the Fall Semester, 1979.

<table>
<thead>
<tr>
<th>Course No. and Title</th>
<th>Credit Hours</th>
<th>Number Students</th>
<th>Instructor</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>CJS 413 Supervision</td>
<td>3</td>
<td>8</td>
<td>Toney</td>
<td>Required course to keep proper sequence.</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td></td>
<td></td>
<td>459-64-4711</td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
<td>Required for graduation</td>
</tr>
<tr>
<td>PHY 110 Fundamental</td>
<td>1</td>
<td>7</td>
<td>Billings</td>
<td>Class size limited by availability of laboratory facilities</td>
</tr>
<tr>
<td>Elect Lab</td>
<td></td>
<td></td>
<td>467-11-6174</td>
<td></td>
</tr>
<tr>
<td>Course No. and Title</td>
<td>Credit Hours</td>
<td>Number Students</td>
<td>Instructor</td>
<td>Reason</td>
</tr>
<tr>
<td>---------------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>NUR 301 Health Assessment</td>
<td>3</td>
<td>5</td>
<td>Henderson 539-46-8952</td>
<td>Required course to keep proper sequence, new degree program</td>
</tr>
<tr>
<td>NUR 312 Pathophysiology</td>
<td>3</td>
<td>6</td>
<td>Henderson 539-46-8952</td>
<td>Required course to keep proper sequence, new degree program</td>
</tr>
<tr>
<td>NUR 313 Pathophysiology II</td>
<td>3</td>
<td>5</td>
<td>Harris 450-02-5329</td>
<td>Required course to keep proper sequence, new degree program</td>
</tr>
</tbody>
</table>
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that the following curriculum items, approved by the University Undergraduate and Graduate Curriculum Committee, be approved:

COURSES ADDED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services 235</td>
<td>Introduction to Business Law</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 440</td>
<td>Records Management</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 448</td>
<td>Estate Planning</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 456</td>
<td>Administrative Agency Law</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 478</td>
<td>Environmental Regulatory Law</td>
<td>3</td>
</tr>
<tr>
<td>Art 212</td>
<td>Motion Picture Production</td>
<td>3</td>
</tr>
<tr>
<td>Art 312</td>
<td>Movie Editing</td>
<td>3</td>
</tr>
<tr>
<td>Economics &amp; Finance 351</td>
<td>Income and Employment</td>
<td>3</td>
</tr>
<tr>
<td>Economics &amp; Finance 353</td>
<td>Price Theory</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 443</td>
<td>Student Teaching: Teachers of Young Children</td>
<td>3</td>
</tr>
<tr>
<td>Home Economics 117</td>
<td>Materials for Interior Design</td>
<td>3</td>
</tr>
<tr>
<td>Home Economics 212</td>
<td>History of Interiors</td>
<td>3</td>
</tr>
<tr>
<td>Home Economics 233</td>
<td>Design in Clothing</td>
<td>3</td>
</tr>
<tr>
<td>Management and Marketing 353</td>
<td>Personal Selling</td>
<td>3</td>
</tr>
<tr>
<td>Management and Marketing 452</td>
<td>International Marketing</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics and Statistics 304</td>
<td>Linear Algebra</td>
<td>3</td>
</tr>
<tr>
<td>Military Science 101</td>
<td>Wilderness Survival and Hunter Certification</td>
<td>2</td>
</tr>
<tr>
<td>Military Science 204</td>
<td>Advanced Firearms Techniques</td>
<td>2</td>
</tr>
<tr>
<td>Military Science 205</td>
<td>Introduction to Defense Organization, Leadership and Tactics</td>
<td>2</td>
</tr>
<tr>
<td>Physics 344</td>
<td>Introduction to Microprocessors and Their Uses</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 396</td>
<td>Applied Gerontology</td>
<td>3</td>
</tr>
<tr>
<td>Sociology 467</td>
<td>Internship in Social Planning</td>
<td>6</td>
</tr>
</tbody>
</table>

COURSES TO BE REVISED: (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 301</td>
<td>Copy Editing, Headline Writing and Makeup (2)</td>
<td>301</td>
<td>Copy Editing, Headline Writing and Makeup (3)</td>
</tr>
<tr>
<td>Communication 309</td>
<td>Newspaper and Magazine Feature Writing (2)</td>
<td>309</td>
<td>Newspaper and Magazine Feature Writing (3)</td>
</tr>
<tr>
<td>Communication 315</td>
<td>Group Discussion and Conference Leadership (2)</td>
<td>315</td>
<td>Group Discussion and Conference Leadership (3)</td>
</tr>
<tr>
<td>Communication 413</td>
<td>Column and Editorial Writing (2)</td>
<td>413</td>
<td>Column and Editorial Writing (3)</td>
</tr>
</tbody>
</table>
COURSES TO BE REVISED:  (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Education 475</td>
<td>Special Problems (3)</td>
<td>475</td>
<td>Special Problems (1-3)</td>
</tr>
<tr>
<td>Home Economics 420 130</td>
<td>Practicum (6)</td>
<td>420</td>
<td>Practicum (3)</td>
</tr>
<tr>
<td>Mathematics and Statistics 138</td>
<td>College Algebra (3)</td>
<td>130</td>
<td>Fundamentals of College Algebra (3)</td>
</tr>
<tr>
<td>Mathematics and Statistics 138</td>
<td>Advanced College Algebra (3)</td>
<td>138</td>
<td>College Algebra (3)</td>
</tr>
<tr>
<td>Sociology - Ant 440</td>
<td>Field Methods in Archeology (6)</td>
<td>440</td>
<td>Field Methods in Archeology (3 or 6)</td>
</tr>
<tr>
<td>Theatre 370</td>
<td>History of the Cinema as a Dramatic Art (3)</td>
<td>370</td>
<td>History of the Cinema (3)</td>
</tr>
</tbody>
</table>

COURSES TO BE DELETED:  (Curriculum Committee)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services 239</td>
<td>Advanced Shorthand &amp; Office Procedures (3)</td>
</tr>
<tr>
<td>Administrative Services 335</td>
<td>Introduction to Business Law (3)</td>
</tr>
<tr>
<td>Communication 242</td>
<td>Motion Picture Production (3)</td>
</tr>
<tr>
<td>Communication 322</td>
<td>Motion Picture Editing (3)</td>
</tr>
<tr>
<td>Economics &amp; Finance 451</td>
<td>Income and Employment (3)</td>
</tr>
<tr>
<td>Economics &amp; Finance 453</td>
<td>Price Theory (3)</td>
</tr>
<tr>
<td>Home Economics 231</td>
<td>Apparel Design (3)</td>
</tr>
<tr>
<td>Home Economics 321</td>
<td>Apparel Design: Draping (3)</td>
</tr>
<tr>
<td>Home Economics 340</td>
<td>Programming for the Child Development Lab. (3)</td>
</tr>
<tr>
<td>Management and Marketing 472</td>
<td>Industrial Engineering for Management (3)</td>
</tr>
<tr>
<td>Mathematics and Statistics 317</td>
<td>Introduction to Matrix Algebra (3)</td>
</tr>
<tr>
<td>Military Science 201</td>
<td>American Military History (2)</td>
</tr>
<tr>
<td>Military Science 203</td>
<td>Introduction to Defense Organization, Leadership and Tactics (2)</td>
</tr>
<tr>
<td>Sociology 349</td>
<td>Peasant Societies (3)</td>
</tr>
<tr>
<td>Sociology 401</td>
<td>Internship in Social Planning (3)</td>
</tr>
<tr>
<td>Sociology 445</td>
<td>Rural Sociology (3)</td>
</tr>
</tbody>
</table>

COURSES ADDED:  (Graduate Council)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting 511</td>
<td>Accounting for Management</td>
<td>3</td>
</tr>
<tr>
<td>Agriculture 415G</td>
<td>Turfgrass Management</td>
<td>3</td>
</tr>
<tr>
<td>Agriculture 416G</td>
<td>Plant Propagation</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 448G</td>
<td>Estate Planning</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 456G</td>
<td>Administrative Agency Law</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 478G</td>
<td>Environmental Regulatory Law</td>
<td>3</td>
</tr>
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</table>
### COURSES ADDED: (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 501</td>
<td>Management Problems in Media</td>
<td>3</td>
</tr>
<tr>
<td>Communication 503</td>
<td>Original Materials for Broadcast</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 580</td>
<td>Discipline: Behavior &amp; Misbehavior</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 581</td>
<td>Current Issues Affecting Teachers</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 582</td>
<td>Learning Styles and Teaching Strategies</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 594</td>
<td>Outdoor Education, Advanced</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 502</td>
<td>Public Involvement in Forestry</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 505 A,B,C</td>
<td>Communications in Forest Organizations</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 508</td>
<td>Computer Applications in Forestry</td>
<td>3</td>
</tr>
<tr>
<td>Forestry 560</td>
<td>Economic Analyses of Forest Operations</td>
<td>3</td>
</tr>
<tr>
<td>Spanish 526</td>
<td>Contemporary Hispanic Essay</td>
<td>3</td>
</tr>
<tr>
<td>Spanish 532</td>
<td>Spanish for the Bilingual Teacher</td>
<td>3</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication 511</td>
<td>Teaching Speech at the College Level (3)</td>
<td>511</td>
<td>Teaching Communication at the College Level (3)</td>
</tr>
<tr>
<td>Geology 590</td>
<td>Thesis Writing (3)</td>
<td>590</td>
<td>Thesis Writing (3,6,or 9)</td>
</tr>
<tr>
<td>Sociology-Ant 440G</td>
<td>Field Methods in Archeology (6)</td>
<td>440G</td>
<td>Field Methods in Archeology (3-6)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 513</td>
<td>Plant Propagation (3)</td>
</tr>
<tr>
<td>Communication 402G</td>
<td>Teaching Speech at the Secondary Level (3)</td>
</tr>
<tr>
<td>Communication 405G</td>
<td>Photojournalism (3)</td>
</tr>
<tr>
<td>Communication 502</td>
<td>Theories of Mass Communications (3)</td>
</tr>
<tr>
<td>Communication 514</td>
<td>Politics and the American Media (3)</td>
</tr>
<tr>
<td>Communication 515</td>
<td>Seminar in Rhetoric &amp; Public Address (3)</td>
</tr>
<tr>
<td>Elementary Education - RDG 500</td>
<td>Reading Workshop (1-3)</td>
</tr>
<tr>
<td>Elementary Education 509</td>
<td>The Philosophy of Education (3)</td>
</tr>
<tr>
<td>Elementary Education 519</td>
<td>Supervision of the Instructional Program (3)</td>
</tr>
<tr>
<td>Elementary Education 544</td>
<td>Individualization of Science Instruction, Advanced (3)</td>
</tr>
</tbody>
</table>
COURSES TO BE DELETED: (Continued)

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geology 407G</td>
<td>Sedimentology (3)</td>
</tr>
<tr>
<td>Geology 443G</td>
<td>Optical Mineralogy (3)</td>
</tr>
<tr>
<td>Management and Marketing 511</td>
<td>Accounting for Management (3)</td>
</tr>
<tr>
<td>Spanish 503</td>
<td>Renaissance Literature (3)</td>
</tr>
<tr>
<td>Spanish 510</td>
<td>Old Spanish Language and Literature (3)</td>
</tr>
<tr>
<td>Sociology 445G</td>
<td>Rural Sociology (3)</td>
</tr>
<tr>
<td>Sociology 503</td>
<td>Seminar in the Community (3)</td>
</tr>
</tbody>
</table>
Upon motion of Regent Samuel, seconded by Regent Todd, with all members voting aye, it was ordered that the final FY79 budget standing, as reported in the August 31, 1979 Monthly Report, be approved and that the University be authorized to transfer $112,549.61 from Pledged Revenue Property Surplus to the Auxiliary Enterprises Funds.

Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the following FY 80 budget adjustments be approved:

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>Computer Cable and Installation to Business, Education, HPE, Forestry</td>
<td>1204</td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>Security Building Electrical Standby Service and Area Disaster Radios</td>
<td>1202</td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>Renovation of Stadium Track</td>
<td>6709</td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>Renovation of Dorms 10 &amp; 13 Roofs</td>
<td>Renovation Funds 1962 System</td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>Resurface Tennis Courts</td>
<td>6707</td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>Longevity Pay Summarized by Fund Groups as Required from Surplus</td>
<td>Education and General Surplus</td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>Improvements to Accommodate the Handicapped</td>
<td>1204-15</td>
</tr>
</tbody>
</table>

Upon motion of Regent Golden, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to transfer from Pledged Property Surplus the following sums as matching funds for the listed Student Financial Aid Programs for FY79:

1. Work Study Funds - 25% Matching for Grants Totaling $160,000 $40,000.00
2. NDEA Student Loan Program Grant - Funds Required for 1979-80 Year to Match $50,000 is 11.11% - for a total of ... 5,555.50
80-22
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the revised Fiscal Regulations be approved, (with an addition pertaining to the requirement that the University President and the Vice President for Fiscal Affairs issue certificates that all regulations and statutes are being complied with when financial reports are submitted to the Board of Regents), as submitted under separate cover.

80-23
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the University be authorized to sell certain stocks listed hereafter and to use the proceeds for the same purposes for which the stocks were intended, and that the V. P. for Fiscal Affairs, C. G. Haas, be authorized to sign the transfer of the stock certificates.

Southland Financial Corporation Stock - 820 shares
(C. E. Ferguson Memorial Endowment Fund)

Union Oil Company Stock - 520 shares
(C. J. Davidson Estate Endowment Fund)

80-24
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that any one of the following four persons be authorized to approve official travel in-state or out-of-state, for the period September 1, 1979 to August 31, 1980.

Dr. William R. Johnson, President
Dr. Billy J. Franklin, Vice President for Academic Affairs
Mr. C. G. Haas, Vice President for Fiscal Affairs
Dr. Baker Pattillo, Vice President for Student Affairs

80-25
Upon motion of Regent Perkins, seconded by Regent Golden, with all members voting aye, it was ordered that the following rules governing the investment of local cash funds of Stephen F. Austin State University be adopted:

1. That the investing of local cash funds shall be restricted to the purchase of Certificates of Deposits in banks and savings institutions, which are approved by the Board of Regents through contract agreements designating those institutions as depositaries.
2. That, in accordance with the cash flow requirements of the University, such local cash funds be invested to maximize the earnings without adversely affecting the promptness of payment of obligations.

3. That, all deposits be insured or secured by trust receipts in conformity with the rules and regulations of the State Treasury.

80-26
Upon motion of Regent Justice, seconded by Regent Wright, with all members voting aye, it was ordered that the following rule governing vacation leave for employees of Stephen F. Austin State University be adopted:

Vacations for faculty, classified and other non-teaching personnel shall be as provided by the Legislature in the then current appropriation bill and as approved by the Board of Regents, except that vacation accumulated by faculty, classified and other non-teaching personnel on less than twelve-month appointments shall be deemed as having been taken during periods when classes are not in session within the appointment period.

80-27
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the University be authorized to obtain a new estimate from the architects on the Home Economics South Building and to resubmit the project to the Coordinating Board for approval in their next regular meeting.

80-28
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the interim action be ratified to approve a contract (through a University Purchase Order) for $49,000.00 with Vibra-Whirl & Company, Inc., Panhandle, Texas, to renovate the stadium running track.
80-29 (Vice Chairperson Wright presiding)
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the University be authorized to obtain assistance from the building architect to study the proposal of the Alumni Association to add office facilities to the University Center project, with the results of the study to be reported at the next Board meeting.

80-30
Upon motion of Regent Justice, seconded by Regent Perkins, with all members voting aye, it was ordered that the contract for $4,036.00 with Texas Power and Light Company to provide underground electric service to the Student Apartment Project be approved and the Chairman of the Board be authorized to sign the contract.
AGREEMENT

An agreement between TEXAS POWER & LIGHT COMPANY, a Texas Corporation, hereinafter called "Company", and Board of Regents, Stephen F. Austin State University, hereinafter called "Customer", subject to the terms and conditions hereinafter set forth:

A. Customer owns the 32 unit Student Housing Project Apartment Complex, Nacogdoches, Texas, and plans to develop the same for residential purposes, and desires that the units in said Apartment Complex, as shown on the attached print marked "Exhibit A", be supplied with electric service by underground facilities rather than overhead facilities. Customer also desires to supply street lights to said complex, as shown on the attached print marked "Exhibit A", and that they be supplied with electric service by underground facilities rather than overhead facilities.

B. Company agrees to install underground facilities, as designed by Company, to serve each of the aforesaid units (single phase service not exceeding 120/240 volts) and furnish meters and meter sockets and underground service laterals to supply each unit, as it is constructed, and also agrees to install 

\[ N/A \]
(Quantity and description of luminaries)

on 

\[ N/A \]
(Quantity and description of poles)
Page 47-28 is missing.
sum of $4,036.00

D. If Company is required to install its facilities under concrete or paved surface, Customer will pay to Company, in addition to the aforesaid and upon notification by Company of the completion of said installation, the sum of $10.00 per foot for each foot of underground distribution facilities so installed; conditioned that no such payment shall be required for Company's installation under said surface if Company receives notice in writing, at its office in __Nacogdoches________, Texas, after the date on which Company accepts this agreement, and at least thirty (30) days prior to the beginning of such concreting or paving, and if during such thirty (30) days said premises are ready and available for Company's installation.

E. In the event Customer's obligations hereunder by reason of Paragraph "D" should exceed $4,036.00, Company may, at its option, require Customer to furnish security to Company to guarantee payment of the total obligation. Company may suspend installation of underground distribution facilities as herein provided until such security is furnished and accepted by Company.

F. Except as provided in Paragraph "D" herein, Customer will pay the total amount of Customer's obligation hereunder upon notification by Company that installation of service to all units in the addition made the subject of this agreement is substantially complete.

If service to each unit served hereunder is not substantially complete, as herein defined, within four (4) months from the date of acceptance of this agreement, Customer will pay to Company an amount equal to $126.13_______ for each unit to which
installation of service is substantially complete, as defined herein, plus $\text{N/A}$ for each street light served hereunder, payment to be made upon Company's notification to Customer therefor; except that Customer shall not be obligated to pay this interim payment unless so billed by Company. This interim billing will be in the sole discretion of Company, and failure to require same will in no way excuse Customer from other obligations hereunder.

G. Six (6) months following the date of acceptance herein, Customer will pay to Company the balance of Customer's obligation for work performed hereunder by Company to that date, the total amount of all payments to be made by Customer not to exceed the aggregate total of the contracted amounts herein specified. After that time, either party, without the consent of the other, may, at its option, upon thirty (30) days written notice to the other, declare this agreement terminated and neither party will have any further responsibility hereunder, except that Customer and those individuals, firms or corporations providing the security required herein will remain liable to Company for any and all payments due hereunder accruing from date of acceptance herein, and further, that Company will continue to furnish meters and meter sockets and underground service laterals to each unit to which service is then substantially complete, as defined herein, within six (6) months following the date of acceptance herein, and for which payment has been received from Customer, and will continue to make street light installations as requested hereunder only if Customer has paid $\text{N/A}$, plus $126.13$ for each unit to which service is substantially complete, otherwise Company will have no further responsibility to make street light installations hereunder.
H. All sums due and payable by Customer to Company hereunder, shall, at Company's option, be immediately due and payable in the event of Customer's bankruptcy, reorganization in bankruptcy, assignment for benefit of creditors, failure to maintain the security required hereunder, or the sale or transfer (including sale and foreclosure or through judicial proceedings) by Customer of all units, or all of Customer's remaining units, covered by this agreement. In the event of default on any or all sums payable hereunder, said delinquent amounts owing shall bear interest at the rate of ten per cent (10%) per annum from the date same are due or declared due, until paid.

I. "Installation of Service" as used herein, shall mean that electrical facilities are available at a property line of a unit served hereunder, but does not necessarily mean that a service lateral has been run to the unit, nor that minor miscellaneous adjustments may not be required for electrical operation.

"Substantially Complete", as used herein, shall mean that "Installation of Service", as defined above is substantially complete and that facilities installed hereunder are capable of providing electric service, although possibly requiring minor miscellaneous adjustments.

"Designed" as used herein, shall include but not be limited to the engineering, planning and choice of materials with regard to Company's installation of facilities hereunder. The location of facilities to be installed by Company as shown on the attached print marked "Exhibit A" is approximate only and actual installation may vary therefrom. Routing or location of electric facilities may differ from such print due to terrain, natural features and
other utility installations, to provide adequate electric service or to avoid difficulty, expense or delay in construction; provided, however, that transformers will be installed at the approximate locations shown on the attached print and all Company facilities, except service lines and meters, will be installed in streets, alleys and easements.

"Minor miscellaneous adjustments" as used herein include, but are not limited to:

1. Connection to or within electrical apparatus.
2. Energizing of switching devices.
3. Replacing terminating cabinets with pad-mounted transformers.

J. Customer agrees to pay reasonable attorney's fees and other expenses incurred by Company in effecting collection of any amounts due hereunder not received by Company under the terms of this agreement. Waiver by Company of any default shall not be deemed a waiver of any other default. This contract constitutes the entire agreement between the parties and no modification hereof shall be valid in any event, and Customer expressly waives the right to rely thereon, unless made in writing and signed by Company. Any provisions of this agreement prohibited by applicable law shall be ineffective to the extent of such prohibition without invalidating any other provision of this agreement.

K. Upon signing this agreement, Company will proceed diligently to obtain the necessary materials for installation of underground facilities as provided herein but may, at its option, delay the beginning of installation of said underground facilities, other than those facilities under surfaces as set forth in Paragraph "D" hereof, until the later of (1), sixty (60) days after
Company's acceptance of this agreement, or (2) ten days after the date on which paving all streets and alleys within the area served hereunder is complete and totally accepted by the City of Nacogdoches, Texas, pursuant to said City's regulations governing such installation, and written confirmation thereof is received by Company. Company shall not be held liable for any delay occasioned by shortage of materials, labor disputes, adverse weather conditions, Governmental action, Federal, State or local laws and regulations, or any and all other causes beyond Company's control, or delays caused by or at the request of Customer.

L. All sums due hereunder are payable at Company's offices in Dallas County, Texas.

M. Miscellaneous Provisions: Notwithstanding the foregoing provisions relating to the installation of street lights, Customer, at present, does not desire Company to engage in street light installation. The parties agree that should Customer so desire such installation subsequent to the date of acceptance herein, that Company's installation of street lights on Customer's aforementioned property shall be the subject of a future and separate written agreement in all things pertaining thereto.

Board of Regents, Stephen F. Austin State University
Customer

By: Homer Bryce
Chairman, Board of Regents
Title

TEXAS POWER & LIGHT COMPANY
Company

By: Nacogdoches District Manager
Title

Date of Acceptance
(to be filled in by District Manager)
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the Architectural Services Agreement with Kent-Marsellos-Scott, Lufkin, Texas, for planning and supervising the construction of a Forestry facility, be approved and the Chairman of the Board be authorized to sign the contract.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

INSTRUCTIONAL LABORATORIES FOR FORESTRY

The Owner and the Architect agree as set forth below.

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

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

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as stated in Article 14. All such payments and every payment herein provided shall be from Ad Valorem tax funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

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

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ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

1.4 BIDDING OR NEGOTIATION PHASE

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

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION
CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract
for Construction and, together with the Architect's obligation to provide
Basic Services under this Agreement, will terminate when final payment
to the Contractor is due, or in the absence of a final Certificate for
Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

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

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable
prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

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

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

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

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

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

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.
1.7 ADDITIONAL SERVICES

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

1.7.10 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

1.7.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

4.1 Direct Personnel Expense is defined as the direct salaries of all the
Architect's personnel engaged on the Project, and the portion of the cost
of their mandatory and customary contributions and benefits related
thereto, such as employment taxes and other statutory employee
benefits, insurance, sick leave, holidays, vacations, pensions
and similar contributions and benefits.

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

5.1.2 Expense of data processing and photographic production techniques
when used in connection with Additional Services.

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

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.
6.3 PAYMENTS WITHHELD
6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

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

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS
7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS
8.1 Drawings and Specifications as instruments of service are and shall
remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies of Drawings, Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

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

ARTICLE 9

ARBITRATION

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

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

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

**ARTICLE 10**

**TERMINATION OF AGREEMENT**

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
ARTICLE 13
EXTENT OF AGREEMENT

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:

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

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

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

14.2 COMPENSATION FOR ADDITIONAL SERVICES

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

Principals time at the fixed rate of $55.00 per hour. For the purpose of this agreement the principals are:

- Wilbur Kent
- Floyd Marsellos
- Ray Scott

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

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

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

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

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

14.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed
materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, 5555 N. Lamar Blvd.,
Bldg. H-117, Austin, Texas 78751, Phone: 512-458-1363, has
jurisdiction over individuals licensed under the Architects
Registration Law, Article 249a, VTCS.
NUMBER OR COUNTERPART COPIES

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the Architectural Services Agreement with Kent-Marsellos-Scott, Lufkin, Texas, for planning and supervising the construction of an Art Studios facility, be approved and the Chairman of the Board be authorized to sign the contract.
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twenty Seventh day of October in the year Nineteen Hundred and Seventy Nine and between the BOARD OF REGENTS STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT-MARCELLOS-SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas hereinafter called the Architect for the following project:

INSTRUCTIONAL FACILITIES FOR ART

The Owner and the Architect agree as set forth below.

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

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

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as stated in Article 14. All such payments and every payment herein provided shall be from Ad Valorum Tax funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

III. The Architect and the Owner further agree to the following Terms and Conditions:
ARTICLE 1

ARCHITECT’S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

1.4 BIDDING OR NEGOTIATION PHASE

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

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for
Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

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

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable
prior to completion, and to any specific qualifications stated in the
Certificate for Payment; and that the Contractor is entitled to
payment in the amount certified. However, the issuance of a
Certificate for Payment shall not be a representation that the Architect
has made any examination to ascertain how and for what purpose
the Contractor has used the moneys paid on account of the Contract
Sum.

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

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

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

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

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

1.5.14 The Architect shall prepare Change Orders for the Owner’s approval and execution in accordance with the Contract Documents, and shall have authority to order minor charges in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.
1.7 ADDITIONAL SERVICES

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

1.7.10 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

1.7.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
ARTICLE 2
THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

4.1 Direct Personnel Expense is defined as the direct salaries of all the
Architect's personnel engaged on the Project, and the portion of the cost
of their mandatory and customary contributions and benefits related
thereto, such as employment taxes and other statutory employee
benefits, insurance, sick leave, holidays, vacations, pensions
and similar contributions and benefits.

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

5.1.2 Expense of data processing and photographic production techniques
when used in connection with Additional Services.

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

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7
ARCHITECT’S ACCOUNTING RECORDS

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

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9

ARBITRATION

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

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

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

ARTICLE 10

TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
10.2 This Agreement may be terminated by the Owner upon at least seven
days' written notice to the Architect in the event that the Project is
permanently abandoned.

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

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

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

10 percent if termination occurs during the Design Develop-
ment Phase; or

5 percent if termination occurs during any subsequent phase.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
ARTICLE 13
EXTENT OF AGREEMENT

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:
    New work Seven per cent (7%) of the Construction Cost.
    Remodeling Nine and 31/100 percent (9.31%) of Construction Cost.

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

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

### 14.2 Compensation for Additional Services

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

- Principal's time at the fixed rate of $55.00 per hour. For the purpose of this agreement the principals are:
  - Wilbur Kent
  - Floyd Marsellos
  - Ray Scott

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

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

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

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

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

14.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed
materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, 5555 N. Lamar Blvd.,
Bldg. H-117, Austin, Texas 78751, Phone: 512-458-1363, has
jurisdiction over individuals licensed under the Architects
Registration Law, Article 249a, VTCS.

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NUMBER OR COUNTERPART COPIES

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ________________________________
President of the Board

ATTEST:

_______________________________
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By ________________________________
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that Change Order No. 1, to add $29,299 to the Allen M. Campbell Company, General Contractors, Inc., contract for the University Center Expansion-Remodeling Project, be approved and the Chairman of the Board be authorized to sign the Change Order.

Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that the contract for $45,230.00 with Navasota Roofing Company, Navasota, Texas, to reroof major portions of Dormitories 10 and 13, be approved and the Chairman of the Board be authorized to sign the contract.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Seventh day of October in the year of Nineteen Hundred and Seventy Nine

BETWEEN THE OWNER: STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS 75962, acting herein through its Chairman

AND THE CONTRACTOR: NAVASOTA ROOFING & SHEET METAL COMPANY, INC. 808 Farquhar Navasota, Texas 77868

THE PROJECT: ROOFING DORMATORIES 10 & 13

THE ARCHITECT: KENT-MARSELLOS-SCOTT, ARCHITECTS-ENGINEERS 404 PERRY BUILDING LUFKIN, TEXAS 75901

The Owner and the Contractor agree as set forth below:
ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

RE-ROOFING A PART OF DORMITORIES 10 and 13
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3

TITLE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved within 30 calendar days thereafter. Comply with requirements listed in Paragraph 1.41 of Supplementary Conditions "Time for Completion - Liquidated Damages".
The Contractor further agrees to pay as liquidated damages the sum of Fifty Dollars ($50.00) per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

**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 FORTY-FIVE THOUSAND TWO HUNDRED THIRTY AND NO/100 ($45,230.00) out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by General Fee Bond Proceeds and Pledged Property Surplus.

The Contract Sum is determined as follows:

| BASE BID       | $45,230.00 |

**ARTICLE 5**

**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:
Not later than Thirty days following the end of the period covered by the Application for Payment Ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

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.

**ARTICLE 6**

**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.
7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Drawings and Specifications entitled "Roofing 1979 - Dormitories 10 and 13, Stephen F. Austin State University, Nacogdoches, Texas", Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" in each of the three sets of the specifications; and the following:

1. Addendum No. 1, dated July 17, 1979, Page 1
   Addendum No. 2, dated July 24, 1979 Page 1 and Detail Sheet 7-7/14
   Addendum No. 3, dated August 31, 1979 Page 1
   Copies of which are attached hereto are a part of this contract.

2. This contract is to cover the General Contract work complete.

3. The said Drawings and each of all 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 Architect above named and his determination
of the true meaning and proper construction of the Drawings and Specifications shall be considered as final.

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 Architect, with sureties acceptable to the Owner, conditioned:

1.) 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.

2.) 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 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.
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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

By
Chairman

NAVASOTA ROOFING COMPANY

Box 350, Navasota, Texas 77868
Address

SEAL

By
President

READ AND EXAMINED:

Secretary

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

NAVASOTA ROOFING & SHEET METAL COMPANY, INC.
of (2) CORPORATION hereinafter called Principal and (3) FIDELITY AND DEPOSIT COMPANY of BALTIMORE State of MARYLAND, hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of

Forty Five Thousand Two Hundred Thirty and no/100 DOLLARS ($45,230.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that
Whereas, the Principal entered into a certain Contract with (6)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 27th day of October, 1979, a copy of which is attached hereto and made a part hereof

for the construction of: Dormitories 10 & 13
(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 two (2) years 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 four counterparts, each one of which shall be deemed an original, this the 26th day of November, A.D., 1979.

ATTEST:

NAVASOTA ROOFING & SHEET METAL COMPANY, INC.
Principal

By

Neal Bone

(Principal) Secretary

By

President

Witness as to Principal

808 Farquhar, Navasota, TX 77868
Address

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By

Attorney-in-Fact Donnie Ross

(Surety) Secretary

Witness as to Surety

P.O. Box 3889, Bryan, TX
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 or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
PAYMENT BOND

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

THE STATE OF ________________ TEXAS ________________

COUNTY OF ________________ NACOGDOCHES ________________

KNOW ALL MEN BY THESE PRESENTS: That we

(1) NAVASOTA ROOFING & SHEET METAL COMPANY, INC. ________________

a (2) CORPORATION ________________

of NAVASOTA, TEXAS ________________ hereinafter called Principal and

(3) FIDELITY AND DEPOSIT COMPANY of BALTIMORE ________________

State of MARYLAND ________________ hereinafter called the Surety,

are held and firmly bound unto (4) BOARD OF REGENTS, ________________

STEPHEN F. AUSTIN STATE UNIVERSITY ________________

hereinafter called Owner, unto all persons, firms, and corpora-

tions who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of Forty Five Thousand Two Hundred Thirty and no/100 ______

- - - - - - - - - - - - - - - - - DOLLARS ($45,230.00 - - - -)

in lawful money of the United States, to be paid in (5) ________________

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs,

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE

UNIVERSITY _______________________, the Owner,
dated the 27th day of October, A. D., 1979.

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

construction of: Roofing Dormitories 10 & 13

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 pro-

tection of all claimants supplying labor and materials in the pro-

secution of the work provided for in said Contract, and all such

claimants shall have a direct right of action under the bond as

provide 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 per-

formed 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 four counterparts, each one of which shall be deemed an original, this the 26th day of November, A.D., 1979.

ATTEST:

NAVASOTA ROOFING & SHEET METAL COMPANY, INC.
Principal

By

(Principal) Secretary

SEAL

Witness as to Principal

808 Farquhar, Navasota, Texas 77868
Address

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By

(Surety) Secretary

Peggy Dickson
Witness as to Surety

P.O. Box 3889, 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 or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
Power of Attorney

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 C. M. PECCOT, JR., Vice-President, and C. W. ROBBINS, 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. Assistant 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 M. L. Cashion, Avis Zweifel, Richard Pollard, Donnie Ross and Millie Fazzino, all of Bryan, Texas and Dick E. Haddox, John L. Van Osdall, J. F. Spence, Jr. and Pat Danielson, all of Houston, 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...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 M. L. Cashion, et al, dated July 13, 1976.

The said Assistant Secretary does hereby certify that the aforesaid 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 17th day of February, A.D. 1977.

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

STATE OF MARYLAND

City of Baltimore

On this 17th day of February, A.D. 1977, 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 sworn, 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, the day and year first above written.

Melinda T. Harris

Notary Public Commission Expires July 1, 1978

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 herebefore 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 26th day of November, 1979.

[Signature]
Assistant Secretary
Meeting adjourned at 11:00 a.m.