**INDEX**

Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
held in Nacogdoches, Texas  
April 18, 1981

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>81-56</td>
<td>Election of Chairman</td>
<td>2</td>
</tr>
<tr>
<td>81-57</td>
<td>Election of Vice Chairman</td>
<td>2</td>
</tr>
<tr>
<td>81-58</td>
<td>Election of Secretary</td>
<td>2</td>
</tr>
<tr>
<td>81-59</td>
<td>Approval of Minutes</td>
<td>2</td>
</tr>
<tr>
<td>81-60</td>
<td>Approval of Resolution Regarding Equal Educational Opportunity</td>
<td>2</td>
</tr>
<tr>
<td>81-61</td>
<td>Election of Summer School Faculty and Staff</td>
<td>4</td>
</tr>
<tr>
<td>81-62</td>
<td>Election of Faculty and Staff for 1981-82</td>
<td>4</td>
</tr>
<tr>
<td>81-63</td>
<td>Faculty and Staff Appointments</td>
<td>4</td>
</tr>
<tr>
<td>81-64</td>
<td>Changes in Status</td>
<td>8</td>
</tr>
<tr>
<td>81-65</td>
<td>Resignations</td>
<td>9</td>
</tr>
<tr>
<td>81-66</td>
<td>Promotions</td>
<td>10</td>
</tr>
<tr>
<td>81-67</td>
<td>Awards of Tenure</td>
<td>11</td>
</tr>
<tr>
<td>81-68</td>
<td>Request for Leave</td>
<td>11</td>
</tr>
<tr>
<td>81-69</td>
<td>Return from Leave</td>
<td>11</td>
</tr>
<tr>
<td>81-70</td>
<td>Retirement</td>
<td>12</td>
</tr>
<tr>
<td>81-71</td>
<td>Regents' Professors</td>
<td>12</td>
</tr>
<tr>
<td>81-72</td>
<td>Policy on Outside Employment</td>
<td>12</td>
</tr>
<tr>
<td>81-73</td>
<td>President's Residence Requirement</td>
<td>13</td>
</tr>
<tr>
<td>81-74</td>
<td>Approval of Signatures for Vouchers—Library</td>
<td>13</td>
</tr>
<tr>
<td>81-75</td>
<td>Budget Adjustments</td>
<td>13</td>
</tr>
<tr>
<td>81-76</td>
<td>Student Service Fee Increase</td>
<td>14</td>
</tr>
<tr>
<td>81-77</td>
<td>Approval of Contract with Temple Associates</td>
<td>14</td>
</tr>
<tr>
<td>81-78</td>
<td>Approval of Project Budget—Forestry &amp; Art Facilities</td>
<td>28</td>
</tr>
<tr>
<td>81-79</td>
<td>Purchase Order Authority to East Texas Carpets</td>
<td>28</td>
</tr>
<tr>
<td>81-80</td>
<td>Approval of Change Order No. 4—University Center Expansion/Remodeling Project</td>
<td>28</td>
</tr>
<tr>
<td>81-81</td>
<td>Approval of Contract with Johnson Roofing</td>
<td>28</td>
</tr>
<tr>
<td>81-82</td>
<td>Authority to Issue Purchase Order for Loose and Movable Furniture</td>
<td>42</td>
</tr>
<tr>
<td>81-83</td>
<td>Approval of Change Order No. 2 on Storm Sewer Expansion Project</td>
<td>46</td>
</tr>
<tr>
<td>81-84</td>
<td>Approval of Contract with Kent-Marsellos-Scott (Headhouse and Lathhouse)</td>
<td>46</td>
</tr>
<tr>
<td>81-85</td>
<td>Renaming of Austin Plaza West to Powers Plaza</td>
<td>75</td>
</tr>
</tbody>
</table>
The meeting was called to order by Mrs. Tom Wright, Chairman of the Board of Regents, at 9:00 a.m. April 18, 1981.

REGENTS -

PRESENT: Mrs. Tom Wright of Nacogdoches
Mr. Ted Bowen of Houston
Mrs. George Cullum, Jr. of Dallas
Mr. Joe Bob Golden of Jasper
Mr. James I. Perkins of Rusk
Mr. Robert E. Samuel, Jr. of Madisonville
Mr. Walter Todd of Dallas
Mr. Homer Bryce of Henderson

ABSENT: Mr. Glenn Justice of Dallas

STAFF -

PRESENT: Dr. William R. Johnson, President of the University
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
Mr. Clyde S. Carman, Director of Development
Mr. Robert Provan, Legal Counsel
Mr. David Martinson, Director of Purchasing
Mr. Bobby Johnson, Director of University Information
Mr. Howard Page, Editorial Coordinator

FACULTY -

PRESENT: Dr. Jack D. McCullough
Dr. William Cozart

VISITORS -

PRESENT: Mr. Jack L. Sims, B.F.W. Construction Co., Temple, Texas
Mr. Carl Worley, B.F.W Construction Co., Temple, Texas
Ms. Dina Tyler, KTRE TV, Lufkin, Texas
Mr. George Cullum, Dallas, Texas
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Wright be elected as Chairman of the Board.

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

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

Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the minutes of January 24, 1981, be approved.

Upon motion of Regent Bryce, seconded by Regent Golden, with all members voting aye, it was ordered that the policy statement, which follows below, be approved.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

RESOLUTION REGARDING EQUAL EDUCATIONAL OPPORTUNITY
April 18, 1981

1. Policy of Equal Educational Opportunity

It is the policy of Stephen F. Austin State University to provide equal educational opportunity to all citizens of Texas, to be open and accessible to all qualified students regardless of race, color, religion, sex, national origin, handicap or veteran status and to operate on a totally desegregated basis.

It has been and will continue to be the policy of Stephen F. Austin State University to be organized and operated in a manner that strives to avoid effects of past discrimination within higher education in Texas and to disestablish any vestiges of the dual system within the state, and to ensure that students will be attracted to the University on the basis of educational programs and opportunities uninhibited by factors related to race, color, religion, national origin, sex, age, handicap, or veteran status.
II. Student Enrollment

Stephen F. Austin State University provides all citizens of Texas an opportunity to achieve scholarly excellence on a campus with a diverse student population. The University will make a deliberate effort to actively recruit qualified minority students and provide the educational atmosphere that will allow them to achieve their full potential.

In carrying out the policy of Equal Educational Opportunity with respect to student enrollment, the University shall strive to achieve an annual increase in the proportion of black and Hispanic students enrolled in undergraduate, graduate, and professional programs at the University until such time as blacks and Hispanics are proportionally represented in the University's enrollment. The University shall strive, within five years, to reduce by fifty percent the disparity between the proportions of black and Hispanic high school graduates and the proportion of white high school graduates entering undergraduate study at its campus.

The President is directed to prepare and submit to the Coordinating Board by May 15, 1981, the implementation of this policy, which shall set forth interim goals and time tables. This plan shall set forth the steps to be taken to reduce disparities which may exist in the proportion of black, Hispanic and white students entering the University and shall set forth the specific recruitment measures, including contacts with community colleges.

This policy does not, nor will not, lower the academic standards of Stephen F. Austin State University. All students of the University must continue to be able to meet existing standards for admission to, retention in and graduation from the academic programs offered. This policy does not establish quotas, it calls for a good faith effort to expand equal educational opportunity. Should the implementation steps adopted not prove effective in achieving the objective, new or additional measures will be undertaken. The desire of Stephen F. Austin State University to enroll, recruit, and educate qualified minority students is compatible and consistent with the preservation and protection of the University's academic standards of excellence.

III. Employment

In carrying out the policy of Equal Education Opportunity with respect to employment, Stephen F. Austin State University shall strive to achieve full and equal employment opportunity for faculty, administrative staff and non-academic personnel. As a minimum, the University is pledged to full compliance with the requirements of Executive Order 11246 and the implementation of its affirmative action plan as well as other applicable state and federal fair employment laws.
The President is directed to prepare and submit to the Coordinating Board by May 15, 1981, a detailed plan which shall set forth such additional steps as may be taken on an interim basis to increase the racial and ethnic integration of faculty and administrative personnel.

The President shall report to this Board and to the Coordinating Board periodically on progress made toward achievement of the objective of Equal Education Opportunity.

81-61
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the 1981 Summer School Faculty and Staff appointments as submitted under separate cover be approved.

81-62
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the 1981-82 Faculty and Staff appointments as submitted under separate cover be approved.

81-63
Upon motion of Regent Todd, seconded by Regent Cullum, 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

The following faculty have been appointed to teach off-campus courses at the designated time, place, and for salaries as indicated:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Position</th>
<th>Dates</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roy Alston</td>
<td></td>
<td>Spring, 1981</td>
<td>Humbie</td>
</tr>
<tr>
<td>Mary H. Appleberry</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>James Armsworth</td>
<td></td>
<td>Spring, 1981</td>
<td>Coffield</td>
</tr>
<tr>
<td>John C. Austin</td>
<td></td>
<td>Spring, 1981</td>
<td>Elkhart</td>
</tr>
<tr>
<td>Calvin P. Barton</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>Arthur Benoy</td>
<td></td>
<td>Spring, 1981</td>
<td>Humbie</td>
</tr>
<tr>
<td>Bobby Bizzell</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>James M. Bowman</td>
<td></td>
<td>Spring, 1981</td>
<td>Coffield</td>
</tr>
<tr>
<td>Duke Brannen</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>Robert Brooks</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td></td>
<td>Spring, 1981</td>
<td>Elkhart</td>
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<tr>
<td>Thomas D. Franks</td>
<td></td>
<td>Spring, 1981</td>
<td>Center</td>
</tr>
<tr>
<td>Donald D. Gregory</td>
<td></td>
<td>Spring, 1981</td>
<td>Coffield</td>
</tr>
<tr>
<td>Patsy Hallman</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>William C. Heeney</td>
<td></td>
<td>Spring, 1981</td>
<td>Humbie</td>
</tr>
<tr>
<td>Harold Hill</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
<tr>
<td>Richard Hurzeler</td>
<td></td>
<td>Spring, 1981</td>
<td>Longview</td>
</tr>
</tbody>
</table>
2. Department of Accounting

Ms. Susan Melton Ormsby, 34, M.B.A. (East Texas State University), Assistant Professor in Accounting, at a salary rate of $22,000 for nine months, effective September 1, 1981. Ms. Ormsby is ABD on her doctoral degree at the University of Arkansas. A salary rate of $24,000 is contingent upon her having the terminal degree in hand on September 1, 1981.

3. Department of Administrative Services

Dr. Hebe R. Mace, 51, Ph.D. (University of Arkansas), Lecturer (50% time) in Administrative Services, at a salary rate of $3,562 for 50% time for the Spring Semester, 1981 only.

4. Department of Communication

Ms. Rita G. Whillock, 27, M.A. (University of Arkansas), Lecturer (50% time) in Communication, at a salary rate of $2,400 for 50% time for the Spring Semester, 1981 only.

5. Department of Criminal Justice

Dr. James Russell Saunders, III, 37, J.D. (Texas Tech University), Assistant Professor in Criminal Justice, at a salary rate of $19,000 for nine months, effective September 1, 1981.
6. Department of Economics and Finance

Ms. Theresa Bates Wohlfahrt, 32, M.B.A. (Stephen F. Austin State University), Assistant Instructor in Finance, at a salary rate of $14,750 for nine months, effective September 1, 1981.

7. Department of Elementary Education

Dr. Sandra Tillman Lowery, 36, Ed.D. (Baylor University), Lecturer (40% time) in Elementary Education, at a salary rate of $2,350 for 40% time for the Spring Semester, 1981 only.

8. Department of English and Philosophy

Mr. Cydney W. Adams, 31, M.A. (Stephen F. Austin State University), Lecturer (75% time) in English, at a salary rate of $4,500 for 75% time for the Spring Semester, 1981 only.

Dr. Diane Corbin, 39, Ph.D. (University of Texas), Lecturer (50% time) in English, at a salary rate of $3,200 for 50% time for the Spring Semester, 1981 only.

Ms. Annette S. Dawson, 42, M.S. (Stephen F. Austin State University), Lecturer (50% time) in English, at a salary rate of $3,428 for 50% time for the Spring Semester, 1981 only.

Ms. JoAnne C. Howard, 42, M.A. (Saint Louis University), Lecturer (50% time) in English, at a salary rate of $3,000 for 50% time for the Spring Semester, 1981 only.

Dr. Hebe R. Mace, 51, Ph.D. (University of Arkansas), Lecturer (50% time) in English, at a salary rate of $3,562 for 50% time for the Spring Semester, 1981 only.

Ms. Beth E. H. Medrano, 32, M.A. (University of Texas-Austin), Lecturer (50% time) in English, at a salary rate of $3,000 for 50% time for the Spring Semester, 1981 only.

Ms. Holly Abel Travis, 30, M.A. (Stephen F. Austin State University), Lecturer (50% time) in English, at a salary rate of $3,000 for 50% time for the Spring Semester, 1981 only.

9. Department of Management and Marketing

Dr. Joseph Gardner Ormsby, 31, Ph.D. (University of Arkansas), Assistant Professor in Management, at a salary rate of $24,000 for nine months, effective September 1, 1981.

Dr. Edwin Youngblood, 61, J.D. (University of Texas-Austin), Lecturer (25% time) in Management, at a salary rate of $2,500 for 25% time for the Spring Semester, 1981 only.
10. Department of Mathematics and Statistics

Ms. Julie L. Gaylord, 38, B.A. (Stephen F. Austin State University), Lecturer (20% time) in Mathematics, at a salary rate of $1,175 for 20% time for the Spring Semester, 1981 only.

Ms. Betty K. Manning, 55, M.S. (Stephen F. Austin State University), Lecturer (40% time) in Mathematics, at a salary rate of $2,350 for 40% time for the Spring Semester, 1981 only.

Ms. Jane S. Shepard, 45, B.A. (Austin College), Lecturer (80% time) in Mathematics, at a salary rate of $5,040 for 80% time for the Spring Semester, 1981 only.

Ms. Ellen T. Wood, 39, M.S. (Oklahoma State University), Lecturer (80% time) in Mathematics, at a salary rate of $5,875 for 80% time for the Spring Semester 1981 only.

11. Department of Music

Ms. Bonnie Gilman, 34, M.M. (Eastman School of Music), Lecturer (12-1/2%) time for the Spring Semester, 1981 only.

Ms. Barbara B. Haden, 29, M.M. (University of Houston), Lecturer (10% time) in Music, at a salary rate of $1,550 for 10% time for the Spring Semester, 1981 only.

12. Department of Political Science and Geography

Mr. Jimmy Dale Case, 33, M.A. (Texas Tech University), Lecturer (25% time) in Political Science, at a salary rate of $1,732 for 25% time for the Spring Semester, 1981 only.

13. Department of Secondary Education

Mr. Bobby Donald Browning, 47, M.Ed. (Stephen F. Austin State University), Lecturer in Secondary Education, at a salary rate of $1,175 for 20% time for the Spring Semester, 1981 only.

Dr. Billy Randal Bowman, 37, Ph.D. (Texas A&M University), Lecturer (20% time) in Secondary Education, at a salary rate of $1,175 for 20% time for the Spring Semester, 1981 only.

Ms. Betty Jane Harrison, 29, M.Ed. (Stephen F. Austin State University), Instructor in Secondary Education, at a salary rate of $5,875 for the Spring Semester, 1981 only.

Dr. David Earl Nelson, 39, Ph.D. (Northwestern University), Lecturer (20% time) in Secondary Education, at a salary rate of $1,175 for 20% time for the Spring Semester, 1981 only.
14. Department of Sociology

Ms. Doris Ann Moore, 36, B.S. (Stephen F. Austin State University), Lecturer (25% time) in Sociology, at a salary rate of $1,300 for the Spring Semester, 1981 only.

15. Student Affairs

Ms. Susan H. Williams, B.A. (Stephen F. Austin State University), Office of the Vice President for Student Affairs, Administrative Secretary I, at a salary rate of $8,507 for 12 months effective February 24, 1981.

Ms. Laura L. Goldenscuen, Financial Aid Grant Coordinator at a salary rate of $7,883 for 12 months effective March 10, 1981.

Mr. Roy Dennis Hill, University Police Patrol Officer II at a salary rate of $9,505 for 12 months effective March 11, 1981.

Ms. Judy Frederick Shrohman, University Police Officer I at a salary rate of $8,892 for 12 months effective January 2, 1981.

Ms. JoAnn Thacker, University Police Traffic Officer at a salary rate of $7,779 for 12 months effective February 23, 1981.

Ms. Janice Pustka, University Police Dispatcher at a salary rate of $7,779 for 12 months effective March 5, 1981.

16. Fiscal Affairs

Ms. Candy L. Heflin, Accounting Clerk II, at a salary rate of $8,195 for 12 months, effective February 23, 1981.

Ms. Linda G. Haney, Assistant Buyer, at a salary rate of $7,592 for 12 months, effective January 26, 1981.

Ms. Loretta D. Black, Secretary I, at a salary rate of $7,883 for 12 months, effective March 16, 1981.

81-64
Upon motion of Regent Cullum, seconded by Regent Bowen, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Agriculture

Mr. Tommy Randel Baldree, Manager, University Dairy Farm, to Adjunct Instructor in Agriculture (25% time) at a salary rate of $1,200 for 25% time for the Spring Semester, 1981 only. Mr. Baldree will teach one course as an overload.
2. Department of Art

Dr. Richard K. Hillis, Assistant Professor of Art, from a salary rate of $15,240 for nine months to $17,013 for nine months. This change is to adjust an error in the budget.

3. Department of Computer Science

Mr. David Brian Holiday, from Instructor (100% time) in Mathematics to Instructor (50% time) in Mathematics and Instructor (50% time) in Computer Science, effective Spring Semester, 1981 only. There is no change in total salary.

Dr. James C. Dennis, from Associate Professor (100% time) in Physics to Associate Professor (50% time) in Physics and Associate Professor (50% time) in Computer Science, effective Spring Semester, 1981 only. There is no change in total salary.

4. Department of Management and Marketing

Mr. Jack Raber, from Instructor (100% time) in Management to Assistant Career Placement Coordinator (100% time) for the School of Business, at a salary rate of $16,084 for nine months, effective September 1, 1981, plus a raise equal to that appropriated by the Legislature.

5. Student Affairs

Ms. Jamie Fain, from Residence Hall Coordinator to Associate Director of Housing effective January 1, 1981. Salary adjustment from $12,612 to $16,000.

Ms. Marie Hill, from Secretary I in Placement to Scheduling and Services Coordinator in University Center Administration effective January 22, 1981. Salary rate adjustment from $7,280 to $8,112 for 12 months.

6. Fiscal Affairs

Ms. Alicia Wolf, from Assistant Buyer at a salary rate of $7,592 to Buyer I at a salary rate of $8,592, effective January 12, 1981.

81-65
Upon motion of Regent Golden, seconded by Regent Samuel, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Computer Science

Dr. Jerald L. Ripley, Assistant Professor of Computer Science, effective February 24, 1981.
2. Student Affairs

Ms. Jimmie Lou Presnall, Office of the Vice President for Student Affairs, Administrative Secretary I, effective February 28, 1981. Ms. Presnall moved to another city.

Ms. Crystal Ogden, Financial Aid Grant Coordinator, effective March 10, 1981. Ms. Ogden resigned to take a position closer to her home.

Mr. Duane Lynn Hufstedler, Police Officer II, effective February 28, 1981. Mr. Hufstedler is seeking employment elsewhere.

Ms. Donna Lea Clayton, Police Officer I, effective January 2, 1981. Ms. Clayton is resigning to accept employment with another agency.

Mr. Ralph W. Ervin, Police Officer I, effective March 9, 1981. Mr. Ervin resigned to accept employment elsewhere.

81-66
Upon motion of Regent Bryce, seconded by Regent Samuel, with all members voting aye, it was ordered that the following promotions be awarded:

From Associate Professor to Full Professor:

Dr. Charles Mims, Department of Biology
Dr. Richard Voigtel, Department of Counseling and Special Educational Programs
Dr. Chester Allen, Department of Economics and Finance
Dr. Milton Payne, Department of Elementary Education
Dr. Wendall Spreadbury, Department of Elementary Education
Dr. David Lenhart, School of Forestry
Dr. Robert Solomon, Department of Management and Marketing
Dr. Wayne Johnson, Department of Political Science and Geography
Dr. John E. Anson, Department of Psychology

From Assistant Professor to Associate Professor:

Mr. Piero Fenci, Department of Art
Ms. Mary McCleary, Department of Art
Dr. William J. Oliver, Department of Communication
Dr. Denis Hyams, Department of Computer Science
Dr. Kay Rayborn, Department of Elementary Education
Dr. Elvia Rodriguez, Department of Elementary Education
Dr. Mingteh Chang, School of Forestry
Dr. Sandra S. Cole, Department of Health and Physical Education
Dr. Max L. Morley, Department of Music
Dr. Harry Downing, Department of Physics
Dr. Jose Rodriguez, Department of Secondary Education
Dr. Constance Spreadbury, Department of Sociology
From Instructor to Assistant Professor:

Ms. Valdyne Henderson, Division of Nursing
Ms. Donnya Stephens, Department of Secondary Education (contingent upon completion of terminal degree by August 31, 1981)

81-67
Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the following awards of tenure be approved.

Mr. Piero Fenci, Department of Art
Ms. Mary McCleary, Department of Art
Dr. William J. Oliver, Department of Communication
Mr. William H. Bryan, Department of Counseling and Special Educational Programs
Dr. Elvia Rodriguez, Department of Elementary Education
Dr. Kay Rayborn, Department of Elementary Education
Dr. Leon Schultz, Department of English and Philosophy
Dr. Mingteh Chang, School of Forestry
Mr. Mack Ramsey, Department of Home Economics
Dr. Nancy Speck, Department of Management and Marketing
Dr. Verna Barron, Department of Psychology
Dr. Harry Downing, Department of Physics
Dr. Jose Rodriguez, Department of Secondary Education
Ms. Donnya Stephens, Department of Secondary Education (contingent upon completion of terminal degree by August 31, 1981)
Dr. James Corbin, Department of Sociology

81-68
Upon motion of Regent Perkins, seconded by Regent Cullum, with all members voting aye, it was ordered that the following request for leave without pay was approved:

1. Department of Elementary Education

   Dr. Tommye Darlene Haas, Associate Professor of Elementary Education, for an extension of leave for medical reasons through the Spring Semester, 1981.

81-69
Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the following return from leave be accepted:

1. Student Affairs

   Ms. Cathy Anderson, University Police Secretary II, returning from six weeks and one day maternity leave. Ms. Anderson returned to work February 24, 1981.
81-70
Upon motion of Regent Perkins, seconded by Regent Cullum, with all members voting aye, it was ordered that the following retirement be honored:

1. Department of Communication

   Dr. William H. Bos, Professor of Communication, effective May 31, 1981.

81-71
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that Dr. Jack D. McCullough, Professor of Biology, be designated Regents' Professor for Research for academic year 1981-82, and that Dr. William Cozart, Associate Professor of English, be designated Regents' Professor for Teaching for academic year 1981-82.

81-72
Upon motion of Regent Bryce, seconded by Regent Golden, with all members voting aye, it was ordered that the revised policy on outside employment (as stated below) be approved.

POLICY ON OUTSIDE EMPLOYMENT

Outside employment, for purposes of University policy, is engagement in any activity for other than Stephen F. Austin State University for a fee, salary, or profit. If one establishes or joins a firm, private business, or engages in the private practice of some professional skill, it is considered outside employment if it requires, on the average, more than ten hours per month, including weekends. Such employment must be approved annually in writing and in advance by the President. This policy applies to all salaried full-time employees of Stephen F. Austin State University whose employment obligations are not limited to a standard eight-hour day, and to officers of the University Police Department.

University employees who propose to engage in outside employment must adhere to the following guidelines:

1. Proper performance of the employees' University assignment is paramount and outside work will assume a position secondary to University duties.

2. The employee will preserve the best interest of the University by avoiding any conflict of interest.

3. The employee may not use any materials or facilities of Stephen F. Austin State University in the course of outside employment.

4. The employee will make a reasonable effort to assure that his or her outside employment is not identified with Stephen F. Austin State University.
81-73
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that the Board of Regents confirm the continuation of the requirement for the University President to reside in the University-owned residence.

81-74
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the following additional signatures be authorized for approving vouchers paying vendors for library books, periodicals, and other holdings. (Any two of the following):

Lee Sullenger, Associate Library Director for Public Service
Peggy Gibson, Library Accounting Clerk III
Nancy Shaffer, Serials Librarian II
Bernice Wright, Acquisitions Librarian II

81-75
Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the following FY81 budget adjustments be approved:

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1026</td>
<td>Dept. of HPE</td>
<td>Additional funds needed for travel</td>
<td>1,000.00</td>
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<td>2. 1010</td>
<td>Dept. of Accounting</td>
<td>Purchase of office equipment</td>
<td>1,400.00</td>
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<td>3. 1801</td>
<td>Faculty Committees</td>
<td>Add. funds for travel</td>
<td>4,000.00</td>
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<td>4. 1063</td>
<td>Instructional Capital</td>
<td>Replace Ice Machine--HPE Bldg.</td>
<td>2,000.00</td>
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<td>5. 1052</td>
<td>Geology Department</td>
<td>Summer Field Camp</td>
<td>5,700.00</td>
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<td>6. 1950</td>
<td>Major Improvements &amp; Repairs</td>
<td>Alterations to Offices in Austin &amp; Rusk Bldgs.</td>
<td>25,000.00</td>
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Source of Funds - Education and General Surplus

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<tr>
<th>Acct. No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
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<td>7. 2172</td>
<td>May Arts Festival</td>
<td>Funds for SFA May Festival</td>
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<td>8. 5505</td>
<td>Student Housing</td>
<td>Final Cost of Contract Student Housing for Fall Semester</td>
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<td>9. 6400</td>
<td>Renovation &amp; Furnishing</td>
<td>Furnish Apts. for Single Occupancy</td>
<td>52,000.00</td>
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<td>I.A. Scholarships (Men)</td>
<td>Football Scholarships (Seniors)</td>
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<tr>
<td>11. 5040-9500</td>
<td>I.A. Basketball (Men)</td>
<td>Spiraling Cost for Meals &amp; Lodging</td>
<td>8,000.00</td>
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<td>12. 5075</td>
<td>Women's Athletics</td>
<td>Supplement O&amp;M Account</td>
<td>16,500.00</td>
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<td>13. 5077</td>
<td>Women's Athletics</td>
<td>Supplement Travel Account</td>
<td>13,000.00</td>
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<tr>
<td>14. 5580</td>
<td>UC Cafeteria</td>
<td>Four Salad Bars</td>
<td>15,000.00</td>
</tr>
<tr>
<td>15. 5770</td>
<td>EC Cafeteria</td>
<td>Four Salad Bars</td>
<td>15,000.00</td>
</tr>
</tbody>
</table>

Source of Funds - Pledged Property Surplus
81-76
Upon motion of Regent Perkins, seconded by Regent Todd, with all members voting aye, it was ordered that effective with the Fall Semester, 1981, the Student Service Fee be increased by $5.00 to $45.00 for a Fall or Spring Semester and from $20.00 to $22.50 for a six-week Summer Term.

81-77
Upon motion of Regent Bowen, seconded by Regent Todd, with all members voting aye except Regent Cullum who voted nay, it was ordered that the contract with Temple Associates, Incorporated of Diboll, Texas for $4,080,000.00, for the construction of Instructional Facilities for the Departments of Art and Forestry, be approved and the Chairman of the Board be authorized to sign the contract.
Source of Funds: Ad Valorem Tax Building Funds
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

Made as of the Eighteenth day of APRIL in the year of Nineteen Hundred and Eighty One

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

AND THE CONTRACTOR: TEMPLE ASSOCIATES, INC.
P. O. Box 730
Diboll, Texas 75941

THE PROJECT: ART BUILDING and
FORESTRY BUILDING ADDITION

THE ARCHITECT: KENT-MARSELLOS-SCOTT,
ARCHITECTS-ENGINEERS
P. O. BOX 2309
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 ART BUILDING and for FORESTRY BUILDING ADDITION
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3
TIME 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 not later than OCTOBER 22, 1982.
The Contractor further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS ($500.00), 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

FOUR MILLION EIGHTY THOUSAND DOLLARS ($4,080,000.00)

out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Ad Velorum Tax Building Funds.

The Contract Sum is determined as follows:

BASE BID $4,080,000.00

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: -3-
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 "ART BUILDING" and Drawings
and Specifications entitled "FORESTRY BUILDING", Stephen F. Austin
State University, Nacogdoches, Texas; Sheet and Section numbers as
listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

ART BUILDING:

1. Addendum No. 1, dated March 7, 1981
   Pages 1-4 incl. & Detail Sheets
   5A/23; 5-5/103; 5-8/9; 7-7/3J;
   7-8/9, 7-8/9A; & Detail Sheet
   10-2/2 - Clear inside depth of
   stalls shall be 5'-6" and length
   of handrails shall be 4'-6".

Addendum No. 2, dated March 16, 1981
   Pages 1-12 incl. & Detail Sheets
   5A/1; R-1; and 7-7/103

Addendum No. 3, dated March 27, 1981
   Pages 1-7 incl. & Detail Sheet
   SM-1

Addendum No. 4, dated March 30, 1981
   Page 1

Addendum No. 5, dated April 2, 1981
   Pages 1-2

Addendum No. 6, dated April 3, 1981
   Page 1

Mailgram, dated April 6, 1981 as follows:

"Use 20 ga. studs for all 6" gypsum drywall
studs."
FORESTRY BUILDING:

Addendum No. 1, dated March 12, 1981     Pages 1-7 incl.
Addendum No. 2, dated March 18, 1981     Page 1
Addendum No. 3, dated March 27, 1981     Pages 1-2
Addendum No. 4, dated April 2, 1981     Pages 1-2
Addendum No. 5, dated April 3, 1981     Page 1, with Detail Sheet 2-6/3

MAILGRAM - dated April 6, 1981 - Reading "Use 20 ga. studs for all 6" gypsum drywall studs."

Copies of which are attached hereto are a part of this contract.

2. This contract is to cover the General Contract work, Plumbing, Elevator, Mechanical and Electric work, Refrigeration Equipment, Laboratory Equipment, Growth Chambers and Greenhouse complete.

3. The said Drawings and each of all said Specifications and "General Conditions" are made 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.

f) Before commencement of operations hereunder, Con-
   tractor shall furnish to the Architect, photostatic copies
   of the above mentioned insurance policies, together with
   a certificate from the insurance carrier that the insurance
   will not be cancelled or permitted to lapse until fifteen
   (15) days written notice of said impending cancellation
   has been given to the Owner.
7. **Builder's Risk Insurance:** The Owner shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests appear.

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

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

**ART BUILDING**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$811,000</td>
</tr>
<tr>
<td>Materials</td>
<td>$1,269,000</td>
</tr>
<tr>
<td>Total</td>
<td>$2,080,000</td>
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</table>

**FORESTRY BUILDING**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$819,000</td>
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<tr>
<td>Materials</td>
<td>$1,181,000</td>
</tr>
<tr>
<td>Total</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

By

Chairman

TEMPLE ASSOCIATES, INC.
P. O. BOX 730
DIBOLL, TEXAS 75941
Address

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

(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) Temple Associates, Inc.

of (2) Diboll, Texas hereinafter called
Principal and (3) The American Insurance Company of San Francisco State of California
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 ________________

Four million eighty thousand and no/100

DOLLARS ($ 4,080,000.00), 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 18th day of April, A. D.,

19____, a copy of which is attached hereto and made a part hereof

for the construction of
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 18th day of April, A.D., 1981.

ATTEST: TEMPLE ASSOCIATES, INC.

Principal

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST: ASSOCIATED INDEMNITY CORPORATION

Surety

(Surety) Secretary

BY: Attorney-in-Fact

Witness as to Surety

BY: Attorney-in-Fact

THE AMERICAN INSURANCE COMPANY

Surety

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) Temple Associates, Inc.

(2) Corporation

of Diboll, Texas hereinafter called Principal and

Associated Indemnity Corporation and

(3) The American Insurance Company of San Francisco,

State of California 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 Four million eighty thousand dollars ($ 4,080,000.00)

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,
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

18th day of April, A.D., 1981.

ATTEST:

TEMPLE ASSOCIATES, INC.
Principal

[Signature]
(Principal) Secretary

SEAL

Witness as to Principal

[Signature]
Address

ATTEST:

ASSOCIATED INDEMNITY CORPORATION
Surety

[Signature]
(Surety) Secretary

THE AMERICAN INSURANCE COMPANY
Surety

[Signature]
Witness as to Surety

Address

[Signature]
Attorney-in-Fact

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.
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the project budget for the construction of the Instructional Facilities for the Departments of Art and Forestry be approved, as follows:

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<thead>
<tr>
<th></th>
<th>Art</th>
<th>Forestry</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Construction Contract</td>
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<td>4,080,000</td>
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<tr>
<td>Associates, Inc.</td>
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<td>Architect/Engineer Fees</td>
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<td>285,600</td>
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<tr>
<td>Kent-Marsellos-Scott (7%)</td>
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<tr>
<td>Administrative Cost</td>
<td>15,000</td>
<td>15,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Contingencies</td>
<td>20,000</td>
<td>20,000</td>
<td>40,000</td>
</tr>
<tr>
<td>TOTALS (Ad Valorem Tax Building Funds)</td>
<td>$2,260,600</td>
<td>$2,175,000</td>
<td>$4,435,600</td>
</tr>
</tbody>
</table>

Upon motion of Regent Samuel, seconded by Regent Todd, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to East Texas Carpets, Inc., Nacogdoches, Texas, for $43,847.00, for replacing carpeting in certain dormitory corridors and public areas. Source of Funds: 1962 Housing System Repair and Renovation Fund.

Upon motion of Regent Cullum, seconded by Regent Bryce, with all members voting aye, it was ordered that the final Change Order (No. 4) on the University Center Expansion/Remodeling Project to add $10,884.00 to the Allen M. Campbell Company, Incorporated contract be approved and the Chairman of the Board be authorized to sign the Change Order.

Upon motion of Regent Bowen, seconded by Regent Cullum, with all members voting aye, it was ordered that the contract with Johnson Roofing, 1412 South Robinson, Waco, Texas 76706, for $118,745.00, to repair portions of the roofs of Dormitories 7, 10, 13, the Boynton Building, and the Military Science Building, be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: 1962 Housing System Repair & Renovation Fund
Education and General Surplus $74,868.50
Education and General Surplus $43,876.50
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Eighteenth day of APRIL in the year of Nineteen Hundred and Eighty One

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

AND THE CONTRACTOR: JOHNSON ROOFING, DECKS, LUMBER & SUPPLY, INC.
1412 So. Robinson Drive
Waco, Texas 76706

THE PROJECT: Re-Roofing Dormitories 7-10-13, Boynton Building and Military Science Building

THE ARCHITECT: KENT-MARSELLOS-SCOTT,
ARCHITECTS-ENGINEERS
P. O. BOX 2309
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 Dormitories 7-10-13, Boynton Building and Military Science Building, Stephen F. Austin State University, Nacogdoches, Texas 75962

ARTICLE 3

TIME 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 not later than July 29, 1981.
The Contractor further agrees to pay as liquidated damages the sum of
One Hundred Dollars ($100.00) 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

ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED
FORTY FIVE AND NO/100-------$118,745.00

out of funds available to the Owner for expenditure for the use and benefit

of Stephen F. Austin State University.

The Contract Sum is determined as follows:

BASE BID $118,745.00

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 pro-
vided 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 "Re-Roofing Dormitories 7-10-13, Boynton Building and Military Science Building, Stephen F. Austin State University, Nacogdoches, Texas"; including the General Contract Drawings and Specifications; Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

1. Addendum No. 1, dated April 18, 1981, Page 1

Copies of which are attached hereto are a part of this contract, and the following:

Johnson Roofing Warranty shall be two years (2) on Roofing and Sheet Metal.

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

7. **Builder's Risk Insurance:** The Owner shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests appear.

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

-9-
8. For purposes of complying with the State of Texas Sales Tax, the following is a division between labor and materials.

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$67,910.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$50,705.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$118,745.00</strong></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

By

Chairman

Johnson Roofing, Decks, Lumber & Supply, Inc.
1412 So. Robinson Drive
Waco, Texas 76706
Address

SEAL

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.
STATUTORY PERFORMANCE BOND PURSUANT TO ARTICLE 5160 OF THE REVISED CIVIL STATUTES OF TEXAS AS AMENDED BY ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (McGREGOR ACT – PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That

Johnson Roofing Decks & Lumber Supply, Inc.

(hereinafter called the Principal), as Principal, and RELIANCE INSURANCE COMPANY, a Pennsylvania Corporation of Philadelphia, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

Board of Regents, Stephen F. Austin State University

(hereinafter called the Obligee), in the amount of One hundred eighteen thousand seven hundred forty five and no/100--------- DOLLARS ($ 118,745.00---------) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 18th day of April, 1981, to

Re-roofing dormitories 7-10-13, Boynton Building and Military Science Building

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of April, 1981.

O. B. Martin
Principal

Mike M. Nance

RELIANCE INSURANCE COMPANY
By Pamela Jones Attorney-in-Fact

BDR-2838 ED. 9/72 (TEXAS)
HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 5160
OF THE REVISED CIVIL STATUTES OF TEXAS AS
AMENDED BY
ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959
(McGREGOR ACT - PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That

Johnson Roofing Decks & Lumber Supply, Inc.

(thereinafter called the Principal), as Principal, and RELIANCE INSURANCE COMPANY, a Pennsylvania Corporation of Philadelphia, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

Board of Regents, Stephen F. Austin University

(thereinafter called the Obligee), in the amount of One hundred eighteen thousand seven hundred forty five and no/100-- DOLLARS ($ 118,745.00- ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 18th day of April, 1981, to

Re-roofing dormitories 7-10-13, Boynton Building and Military Science Building

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of April, 1981.

Johnson Roofing Decks & Lumber Supply, Inc.

By

RELIANCE INSURANCE COMPANY

By

Attorney in Fact
Upon motion of Regent Cullum, seconded by Regent Golden, with all members voting aye, it was ordered that the University be authorized to issue purchase orders for certain loose and movable furniture supplementing the need in the following projects:

**HOME ECONOMICS SOUTH AWARD SUMMARY**

**Lounge Seating and Occasional Tables for Foyer**

<table>
<thead>
<tr>
<th>Contractor: Deutsch, Inc., Los Angeles, Ca.</th>
<th>Contractor: Ables' Land, Inc., Tyler, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason: Only bid received from solicitation to six potential sources</td>
<td>Reason: Area distributor for specified fabric required to upholster above chairs</td>
</tr>
</tbody>
</table>

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**Dining Tables and Chairs for Food Lab**

<table>
<thead>
<tr>
<th>Contractor: Ard's Home Furnishings, Inc. Nacogdoches, Texas</th>
<th>Contractor: E &amp; I Cooperative Service, Inc. Dallas, Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reason: Only bid received from solicitation to seven potential sources</td>
<td>Reason: Low bid from solicitation to five potential sources</td>
</tr>
</tbody>
</table>

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**Office Seating**

<table>
<thead>
<tr>
<th>Contractor: E &amp; I Cooperative Service, Inc. Dallas, Texas</th>
<th>Reason: Low bid from solicitation to five potential sources</th>
</tr>
</thead>
</table>

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**Parallel Bars for Drafting Tables**

<table>
<thead>
<tr>
<th>Contractor: A &amp; E Products Co., Inc., Houston</th>
<th>Reason: Low bid on solicitation to three potential sources</th>
</tr>
</thead>
</table>

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**Framing of Existing Bevelled Mirrors**

<table>
<thead>
<tr>
<th>Contractor: Gallery 107, Nacogdoches, Texas</th>
<th>Reason: Prime source, personal selection of frame molding required</th>
</tr>
</thead>
</table>

**TOTAL HOME ECONOMICS SOUTH** $14,664.40

Source of Funds: Ad Valorem Tax Building Funds (Account 6300)
UNIVERSITY CENTER EXPANSION

Bookcases, Tables and Drafting Stools

Contractors: Rockford Business Interiors, Austin, Texas (Items 1 & 2) $ 1,201.18

Business & Institutional Furniture, Milwaukee, Wisconsin (Item 3) 223.11

Reason: Only bid received on Items 1 & 2, low bid on Item 3 from solicitation to five potential sources

Ticket Racks

Contractor: Henry E. Karkut, Inc., Phoenix, N. Y. 520.00

Reason: Only bid received on solicitation to four potential sources

Ottoman

Contractor: Stewart Office Supply, Dallas, Texas 923.50

Reason: Low bid from solicitation to five potential sources

Display Board for Ticket Booth

Contractor: A. C. Davenport & Son, Talatine, Illinois 173.00

Reason: Low bid on solicitation to six potential sources

Graphics for Student Development

Contractor: Davis-Freeman Co., Bellaire, Texas 125.00

Reason: Only source for compatibility with existing graphics recently installed by this vendor in remainder of building

TOTAL UNIVERSITY CENTER EXPANSION 3,165.79

Source of Funds: Construction Project Funds (Account 6703)
OFFICE OF THE DIRECTOR OF DEVELOPMENT

Desks and Chairs

Contractors: Stewart Office Supply, Dallas, Texas  
(Items 1 & 5)  
E & I Cooperative Service, Dallas, Texas  
(Items 2, 3, and 4)  

$ 910.08  
1,597.00  

Reason: Low bids from solicitation to four potential sources

Guest Chairs and Telephone Stand

Contractor: Rockford Business Interiors, Austin, Texas  
John S. Wyatt, Inc., Nacogdoches, Texas  

1,552.56  
295.56  

Reason: Low bids on solicitation to seven potential sources

Sofas and Occasional Tables

Contractors: E & I Cooperative Service, Inc.  
Dallas, Texas  
Rockford Business Interiors, Austin, Texas  

916.00  
1,333.68  

Reason: Low or only bid from solicitation to four potential sources

Lamps

Contractors: Ard's Home Furnishings, Inc.  
Nacogdoches, Texas  
Phil Bryan & Associates, Dallas, Texas  

75.00  
125.00  

Reason: Low or only bid from solicitations to eight potential sources

TOTAL OFFICE OF DEVELOPMENT  
$6,804.88

Source of Funds: Education & General Surplus (Account 1817)

UNIVERSITY HOUSING

Space Saving Dorm Furniture Units

Contractor: InterRoyal Corp., New York, N. Y.  

33,693.92  

Reason: Only bid meeting specifications from solicitation to nine potential sources

Chests, Desks, Living Room and Dining Room Suites

Contractor: Good Housekeeping Furniture  
Nacogdoches, Texas  

11,240.00
Reason: Low total bid from solicitation to five potential sources. Low bid alternates on items 1 & 2 were not equivalent in style, finish and quality of construction

TOTAL UNIVERSITY HOUSING $44,933.92

Source of Funds: Pledged Property Surplus (Account 6400)

OFFICE OF EXTERNAL AUDITOR

Desks

Contractor: Rockford Business Interiors, Austin, Texas $ 501.52
Reason: State of Texas Contract item through the State Purchasing and General Services Commission

Chairs and Folding Table

Contractor: Stewart Office Supply, Dallas, Texas $ 814.00
Reason: Low bid from solicitation to four potential sources

TOTAL OFFICE OF EXTERNAL AUDITOR $ 1,315.52

Source of Funds: Education & General Surplus (Account 1204)

OFFICE OF THE PRESIDENT

Carpeting

Contractor: East Texas Carpets, Nacogdoches, Texas $ 3,614.00
Reason: Only bid meeting specifications. Lowest bid does not meet pile density and pile height specifications. Second lowest bid does not offer a color shade compatible with existing furnishings

Draperies

Contractor: Neva's Draperies, Nacogdoches, Texas $ 1,360.93
Reason: The low bid that meets specifications. Lowest bid offers an alternate method of fabrication which is not felt to be equivalent. The second lowest of those bids is recommended.

TOTAL OFFICE OF THE PRESIDENT $ 4,974.93

Source of Funds: Education & General Surplus (Account 1301)
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that Change Order No. 2 on the Storm Sewer Expansion Project, to add $426.02 to the Dickerson Construction Company's contract, be approved and the Chairman of the Board be authorized to sign the Change Order.

Source of Funds: Education & General Surplus (Account 1950)

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the Architectural Services Contract with Kent-Marsellos-Scott, for the design and construction supervision of a Headhouse and Lathhouse for the Department of Agriculture, 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 Eighteenth day of April in the year Nineteen Hundred and Eighty One 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-MARSELOSC-SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas hereinafter called the Architect for the following project:

A HEADHOUSE and LATHHOUSE

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:
ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

1.4 BIDDING OR NEGOTIATION PHASE

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

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION
CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

1.7.10 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

DIRECT PERSONNEL EXPENSE

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

ARTICLE 5

REIMBURSABLE EXPENSES

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

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

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

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

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9

ARBITRATION

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

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.

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-
pensation earned to the time of termination, as follows:

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

.2 10 percent if termination occurs during the Design Develop-
   ment Phase; or

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:

- New work Eight per cent (8%) of the Construction Cost.
- Remodeling Ten and .64/100 per cent (10.64%) 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 $65.00 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, MARCELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Upon motion of Regent Todd, seconded by Regent Perkins, with all members voting aye, it was ordered that the Austin Plaza West be named in honor of Ernest Powers as the Powers Plaza.

Meeting adjourned at 12:00 Noon