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Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
held in Huxley Bay, Texas  

July 18, 1981

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<td>81-116</td>
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<td>81-124</td>
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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN HUXLEY BAY, TEXAS

July 18, 1981

The meeting was called to order by Mrs. Tom Wright, Chairman of the Board of Regents, at 9:00 a.m. July 18, 1981.

REGENTS -

PRESENT:  Mrs. Tom Wright of Nacogdoches
          Mrs. George Cullum, Jr. of Dallas
          Mr. Fletcher Garner of Bridge City
          Mr. Larry Jackson of Plano
          Mr. Glenn Justice of Dallas
          Mr. Walter Todd of Dallas
          Mr. Homer Bryce of Henderson

ABSENT:  Mr. Ted Bowen of Houston
          Mr. Robert E. Samuel, Jr. of Madisonville

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
          Dr. Edwin Gaston, Dean of the Graduate School
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the minutes of the meeting of April 18, 1981, be approved.

Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following appointments for Summer I and Summer II, 1981, be approved for the time, places, and salaries indicated:

1. School of Applied Arts and Sciences

<table>
<thead>
<tr>
<th>Name</th>
<th>Period</th>
<th>Location</th>
<th>Salary</th>
</tr>
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<tbody>
<tr>
<td>Roy Dean Alston</td>
<td>Summer I</td>
<td>Humble</td>
<td>840.00</td>
</tr>
<tr>
<td>John Austin</td>
<td>Summer I</td>
<td>Humble</td>
<td>840.00</td>
</tr>
<tr>
<td>Arthur Benoy</td>
<td>Summer I</td>
<td>Longview</td>
<td>436.00</td>
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<td>James Bowman</td>
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<td>Coffield</td>
<td>466.00</td>
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<tr>
<td>Gloria Durr</td>
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<td>Longview</td>
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<tr>
<td>Ralph Eddins</td>
<td>Summer I</td>
<td>Jasper</td>
<td>746.00</td>
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<td>Donald Gregory</td>
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<tr>
<td>Patsy Hallman</td>
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<td>Longview</td>
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<tr>
<td>William C. Heeney</td>
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<td>Longview</td>
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<tr>
<td>James Howard</td>
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<td>Jasper</td>
<td>446.00</td>
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<tr>
<td>Johnny T. Long</td>
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<td>Coffield</td>
<td>476.00</td>
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<tr>
<td>Mary Ella Lowe</td>
<td>Summer I</td>
<td>Longview/Humble</td>
<td>976.00</td>
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<tr>
<td>Samir Maamary</td>
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<td>Humble</td>
<td>840.00</td>
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<tr>
<td>Morgan Moses</td>
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<td>James Nicholson</td>
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<td>Jesse Richardson</td>
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<tr>
<td>Elvia Rodriguez</td>
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<td>Humble</td>
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<tr>
<td>Jose Rodriguez</td>
<td>Summer I</td>
<td>Humble</td>
<td>840.00</td>
</tr>
<tr>
<td>Dwane Russell</td>
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<td>Elkhart</td>
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<td>M. D. Stewart, Jr.</td>
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<tr>
<td>John Thornton</td>
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<td>Longview/Humble</td>
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<tr>
<td>Laurence Walker</td>
<td>Summer I</td>
<td>Jasper</td>
<td>446.00</td>
</tr>
</tbody>
</table>

2. Department of Accounting

Mr. Freddy Glenn Dial, Instructor in Accounting at a salary rate of $1,226.17 for Summer I, 1981.

Mr. Joseph William Thatcher, Assistant Instructor in Accounting at a salary rate of $2,539.92 for Summer I, 1981.

3. Department of Computer Science

Ms. Karen Lang, 29, M.Ed. (SFASU), Assistant Instructor of Computer Science at a salary rate of $4,834 for 100% time for each summer term, 1981.
4. Early Childhood Laboratory

Mr. Michael Stanford Bobo, Instructor in Health and Physical Education, at a salary rate of $2,200 for 50% time from June 1 - August 14 in the Early Childhood Laboratory.

5. Department of Health and Physical Education

Ms. Dianne Baker, Instructor in Health and Physical Education at a salary rate of $1,603.00 for 67% time for Summer I, 1981.

6. Department of Home Economics

Ms. Ethelind Gibson, Lecturer in Home Economics at a salary rate of $400 for August 3-14, 1981.

7. Department of Music

Dr. Morris E. Hall, Professor of Music, at a salary rate of $1,926.42 for 50% time for Summer II, 1981.

Mr. Melvin Montgomery, Associate Professor of Music and Band Director, at a salary rate of $7,518 for 100% time for period of June 1 - August 31, 1981.

8. Department of Physics

Mr. Michael Frank Hibbs, Laboratory Coordinator, at a salary rate of $3,412.50 for 100% time for the period of May 31 - August 31, 1981. This is to place Mr. Hibbs on the DOE payroll for the summer.

9. Department of Political Science

Dr. Ronald Claunch, Associate Professor of Political Science, to 50% time coordinator of Census Depository Program at a salary rate of $1,733 from June 1 - July 15, 1981.

10. Department of Mathematics and Statistics

Ms. Kay Fromme, Instructor of Mathematics, at a salary rate of $1,029 for 50% time for Summer I, 1981.

11. Department of Sociology

Mr. John Paxton Hart, Field School Assistant, at a salary rate of $1,000 for 50% time for Summer I, 1981.
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the following changes in status be approved for the Summer Budget, 1981:

1. Department of Chemistry

   Dr. Wayne C. Boring, Associate Professor of Chemistry, from 50% time at a salary rate of $1,815.33 to 100% time at a salary rate of $3,630.67 total for Summer I and Summer II, 1981.

2. Department of English

   Dr. Francis E. Abernethy, Professor of English, from 100% time for Summer I to 50% time Summer I and 50% time Summer II, at a salary rate of $5,013 for both summer terms.

   Dr. Leon J. Schultz, Assistant Professor of English, from 50% time at a salary rate of $1,436 to 100% time at a salary rate of $2,872 for Summer I, 1981.

3. School of Forestry

   Dr. Ming-teh Chang, Assistant Professor of Forestry from 50% time at a salary rate of $1,593 to 75% time at a salary rate of $2,390 for Summer I, 1981.

   Dr. Ricardo Clemente, Assistant Professor of Forestry, from 50% time at a salary rate of $1,659 to 75% time at a salary rate of $2,489 for Summer I, 1981.

   Dr. James Howard, Assistant Professor of Forestry, from 50% time at a salary rate of $1,538 to 100% time at a salary rate of $3,076 for Summer I, 1981.

   Dr. Michael Legg, Associate Professor of Forestry, from a salary rate of $3,252 to $3,314 for 100% time for Summer I, 1981. This is to correct a budget error.

   Dr. Gerald L. Lowry, Professor of Forestry from a salary rate of $2,095 for 50% time to a salary rate of $4,192 for 100% for Summer I, 1981.

   Dr. Hershel Reeves, Associate Professor of Forestry, from 50% time at a salary rate of $1,898 to 100% time at a salary rate of $3,796 for Summer I, 1981.

4. Department of Economics and Finance

   Dr. Lynnette K. Solomon, Assistant Professor of Economics, from 50% time at a salary rate of $1,585.58 to 100% time at a salary rate of $3,171.16 for Summer II, 1981.
5. Department of Mathematics and Statistics

Dr. Jasper Adams, Professor of Mathematics and Director of Statistics Lab, from 50% time at a salary rate of $2,166.29 to 100% time at a salary rate of $4,332.58 for Summer I, 1981, and the same increase in time and salary for Summer II, 1981.

Mr. Harold Bunch, Assistant Professor of Mathematics, from 50% time at a salary rate of $1,676 to 100% time at a salary rate of $3,352 for Summer I, 1981.

Mr. Julius Burkett, Assistant Professor of Mathematics, from 50% time at a salary rate of $1,627 for Summer II to 100% time at a salary rate of $3,254 for Summer I, 1981.

Mr. Elton Chaney, Assistant Professor of Mathematics, from 50% time at a salary rate of $1,652 to 100% time at a salary rate of $3,304 for Summer I, 1981.

Mr. Joseph T. Robbins, Assistant Professor of Mathematics, from 50% time at a salary rate of $1,602 to 100% time at a salary rate of $3,204 for Summer I, 1981.

6. Department of Modern Languages

Mr. Ignacio Munoz, Assistant Professor of Modern Languages, from 50% time at a salary rate of $1,760 to 100% time at a salary rate of $3,520 for Summer I, 1981.

7. Department of Music

Dr. Cody Alan Garner, Professor of Music, from 100% time at a salary rate of $3,852.83 to 50% time at a salary rate of $1,926.42 for Summer I, 1981.

8. Department of Physics

Dr. Harry D. Downing, Associate Professor of Physics, from 50% time at a salary rate of $3,124 to 65% time at a salary rate of $3,996 for Summer I and II, 1981. This is to correct an error in the printed budget.

Dr. Norman Lee Markworth, Assistant Professor Physics, from 50% time at a salary rate of $2,890 to 65% time at a salary rate of $3,280 for Summer I and II, 1981. This is to correct an error in the printed budget.

9. Department of Secondary Education

Dr. Allan Gordon Cannon, Lecturer in Secondary Education, from 100% time at a salary rate of $2,452.33 to 50% time at a salary rate of $1,226.16 for Summer I, 1981.
Ms. Donnya E. Stephens, Instructor in Secondary Education, from leave status to 100% time at a salary rate of $5,567 total for both Summer I and Summer II, 1981.

10. School of Liberal Arts

Mr. Wilbert Love, Jr., from 50% time Lecturer in English and 50% time Coordinator of Advising for Undecided Students to 100% Coordinator of Advising for Undecided Students at a salary rate of $4,974.73 for the period of June 1 to September 1, 1981.

11. Social Work Program

Mr. James Armsworth, Associate Professor and Director of Social Work Program, to 25% time at a salary rate of $1,704.29 for the period of June 2 - August 31, 1981 for administrative duties only.

Ms. Carolyn Drake, Instructor of Social Work, to 50% time at a salary rate of $1,312.50 for Summer I and 25% time at a salary rate of $656.25 for Summer II. Ms. Drake will be assisting with the self-study.

81-89
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye it was ordered that the following resignations from the Summer Session, 1981 be accepted:

1. Department of Health and Physical Education

Ms. Mary Frances Skinner, Instructor in Health and Physical Education, effective June 2, 1981, for the Summer I term only.

2. Department of Mathematics and Statistics

Dr. William D. Clark, Professor of Mathematics, effective June 1, 1981, for Summer I term only.

81-90
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Department of Accounting

Ms. Doris Ann Cummings, 39, M.B.A. (SFASU), Assistant Instructor of Accounting at a salary rate of $14,500 for 100% time for nine months, effective September 1, 1981.
Mr. Freddy Glenn Dial, 45, M.B.Ed. (SFASU), Instructor of Accounting at a salary rate of $17,200 for 100% time for nine months, effective September 1, 1981.

Mr. Joseph William Thatcher, 35, M.B.A. (SFASU), Instructor of Accounting at a salary rate of $17,200 for 100% time for nine months, effective September 1, 1981.

2. Department of Administrative Services

Mr. Timothy Wayne Clipson, 31, M.Ed. (North Texas State University), Assistant Professor of Administrative Services at a salary rate of $22,000 for 100% time for nine months, effective September 1, 1981.

Dr. Andrew Harding Ferguson, 57, Ph.D. (Colorado State University), Assistant Professor of Administrative Services at a salary rate of $23,000 for 100% time for nine months, effective September 1, 1981.

3. Department of Communication

Ms. Rita G. Whillock, 28, M.A. (University of Arkansas), Instructor in Communication at a salary rate of $14,000 for 100% time for nine months, effective September 1, 1981.

4. Department of Computer Science

Ms. Karen A. Lang, 29, M.Ed. (SFASU), Assistant Instructor in Computer Science at a salary rate of $15,000 for 100% time for nine months, effective September 1, 1981.

Dr. Camille Cook Price, 35, Ph.D. (Texas A&M University) Assistant Professor in Computer Science at a salary rate of $23,000 for 100% time for nine months, effective September 1, 1981.

5. Department of English and Philosophy

Ms. Sylvia Sue Bierschenk, 24, M.A. (SFASU), Assistant Instructor in English at a salary rate of $6,000 for 100% time for the Fall Semester, 1981, and $4,875 for 75% time for the Spring Semester, 1982.

Dr. Hebe R. Mace, 51, Ph.D. (University of Arkansas), Assistant Professor in English at a salary rate of $16,750 for 100% time for nine months, effective September 1, 1981.

Mr. Alan Wallace Frame, 38, M.A. (SFASU), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1981, and $4,875 for 75% time for the Spring Semester, 1982.

Ms. Fran M. Rathburn, 33, M.A. (SFASU), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1981, and $4,875 for 75% time for the Spring Semester, 1982.
Mr. James Darwin Shine, 36, B.A. (Central Baptist College), Assistant Instructor in English at a salary rate of $4,875 for 75% time for the Spring Semester, 1982.

6. Department of Geology

Dr. Ernest B. Ledger, 37, Ph.D. (Texas A&M University), Assistant Professor in Geology at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1981.

7. Department of Health and Physical Education

Mr. Michael Stanford Bobo, 33, M.Ed. (SFASU), Instructor in Health and Physical Education at a salary rate of $17,000 for 100% time for nine months, effective September 1, 1981.

8. Department of Music

Ms. Mary Jo Schmidt, 31, M.M. (University of Kansas), Instructor in Music at a salary rate of $14,000 for 100% time for nine months, effective September 1, 1981.

9. Student Affairs

Mr. Benny R. Barton, University Police Officer I, at a salary rate of $10,231 for 12 months, effective April 6, 1981.

Mr. David McWilliams, Assistant Food Production Supervisor II at a salary rate of $10,462 for 12 months, effective June 1, 1981.

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

1. Computer Center

Mr. Bruce R. Webb, Manager of Operations, effective May 15, 1981. Mr. Webb resigned to accept other employment.

Mr. Alan G. Hogan, Computer Operator, effective June 30, 1981. Mr. Hogan resigned to accept other employment.

2. Department of Agriculture

Dr. Thurman Talmadge Thomas, Professor of Agriculture, effective July 10, 1981. Dr. Thomas has accepted employment elsewhere.
Mr. Tommy Randel Baldree, Dairy Farm Manager—Department of Agriculture, effective May 31, 1981. Mr. Baldree is going into private business.

2. Department of Counseling and Special Educational Programs

   Ms. Hettie F. Legg, Instructor in Counseling and Special Educational Programs, effective May 31, 1981. Ms. Legg has completed her terminal contract.

   Mr. Michael C. Veal, Instructor in Counseling and Special Educational Programs, effective May 16, 1981. Mr. Veal resigned to seek other employment.

3. Early Childhood Laboratory

   Ms. Gayle W. Hall, Administrative Assistant, effective May 31, 1981. Ms. Hall has accepted employment elsewhere.

4. Department of Music

   Dr. Robert L. Blocker, Associate Professor of Music and Chairman of the Department, effective May 31, 1981. Dr. Blocker has accepted other employment.

5. Department of Secondary Education

   Mr. George D. Lindsey, AV/TV Technician/Supervisor, effective May 31, 1981. Mr. Lindsey resigned to devote full time to completion of a terminal degree.

6. Department of Sociology

   Dr. Ben E. Dickerson, Professor of Sociology, effective May 31, 1981. Dr. Dickerson has accepted employment elsewhere.

7. University Library

   Dr. John C. Corbin, Associate Library Director for Technical Services, effective May 17, 1981. Dr. Corbin has accepted employment elsewhere.

8. Stone Fort Museum

   Ms. Betty K. Manning, Associate Curator, effective May 31, 1981. Ms. Manning has accepted other employment.

9. Student Affairs

   John R. Scott, M.D., University Physician, effective August 31, 1981. Dr. Scott is resigning for personal reasons.
Mr. Robert Landry, Assistant Football Coach and Head Track Coach, effective June 8, 1981. Mr. Landry is resigning to accept employment elsewhere.

Ms. Jo Ellen Saunders, University Health Services Registered Nurse, effective June 30, 1981. Ms. Saunders is resigning to accept another position.

10. Fiscal Affairs

Ms. Percy Wendell Samford, Safety Officer, effective April 1, 1981. Mr. Samford moved to another city.

11. Office of the Vice President for Academic Affairs

Dr. Billy J. Franklin, Vice President for Academic Affairs, effective July 31, 1981. Dr. Franklin will assume the Presidency at Texas A&M University.

81-92
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the following promotion be approved.

1. Computer Center

Ms. Nelda S. Jordan, from Assistant Manager of Operations at a salary rate of $15,787.00 to Manager of Operations at a salary rate of $19,000.00.

81-93
Upon motion of Regent Justice, seconded by Regent Jackson, with all members voting aye, it was ordered that the following changes in status be approved.

1. Student Affairs

Foy Varner, Jr., M.D., University Physician from 10-1/2 months to 12 months and a salary rate adjustment from $34,573 to $39,511, effective April 27, 1981.

Mr. Blake Stewart, University Center Cafeteria, Assistant Food Production Supervisor II to East College Cafeteria, Food Production Supervisor I, effective June 1, 1981. Salary rate adjustment from $11,125 to $12,667 for 12 months.

Ms. Susan Nelson, Placement Secretary II to Early Childhood Lab Administrative Assistant, effective May 18, 1981. Salary rate adjustment from $8,091 to $10,550 for 12 months.

Ms. Bonita Jacobs, Acting Coordinator of Residence Hall Programs to Coordinator of Residence Life, effective August 1, 1981. No salary adjustment.
Upon motion of Regent Justice, seconded by Regent Jackson, with all members voting aye, it was ordered that the following retirements be accepted.

1. Department of Art

   Dr. Creighton H. Delaney, Professor of Art, effective August 31, 1981.

2. Department of History

   Dr. Robert S. Maxwell, Professor of History, effective June 15, 1981.

3. Department of Home Economics

   Ms. Gladys M. Atherton, Assistant Professor of Home Economics, effective May 31, 1981.

Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the holiday schedule for University employees on a twelve-month basis be approved, as listed below:

**1981**

Monday, September 7  
Thursday, November 26  
Friday, November 27  
Thursday, December 24  
Friday, December 25  
Monday, December 28  
Tuesday, December 29  
Wednesday, December 30  
Thursday, December 31

**1982**

Friday, January 1  
Thursday, March 11  
Friday, March 12  
Friday, April 9  
Monday, May 24  
Tuesday, May 25

Upon motion of Regent Jackson, seconded by Regent Justice, with all members voting aye, it was ordered that the twelfth class day and last class day enrollment report for the Spring Semester, 1981, be accepted as submitted at the meeting.
81-97
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the Chairman of the Board of Regents be authorized to approve for retention the underenrolled classes for Summer I, 1981 and Summer II, 1981.

81-98
Upon motion of Regent Todd, seconded by Regent Justice, with all members voting aye, it was ordered that the Parking and Traffic Regulations, 1981-82, be approved.

81-99
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the following FY81 budget adjustments be approved:

<table>
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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<td>U. C. Cafeteria Wages</td>
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<td>E. C. Cafeteria O&amp;M</td>
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<td>E. C. Cafeteria Wages</td>
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<td>Hungry Jack Inn Wages</td>
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Source of Funds: Pledged Property Surplus

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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<td>Computer Science Alter Room</td>
<td>$5,250</td>
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<tr>
<td>1101-6000</td>
<td>Dairy Feeds &amp; Fertilizer</td>
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<td>Dairy Wages</td>
<td>$19,946</td>
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<tr>
<td>1204-5005</td>
<td>Physical Plant Department--TV Cable Labor</td>
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<td>1204-9300</td>
<td>Physical Plant Department--TV Cable Materials</td>
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Source of Funds: Education & General Surplus

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Source of Funds: Supplementary Appropriations

TOTAL ADJUSTMENTS

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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
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<td>$(686,443)</td>
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81-100
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the University's FY82 current funds budget, with a total estimated revenue of $42,210,917.00 and a total estimated expenditure of $41,432,614.00, be approved as submitted.
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the revised Classified Personnel Pay Plan and job descriptions be approved, as submitted under separate cover.

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the Thompson-Anderson Insurance Agency of Nacogdoches, Texas be selected as the agent of record for the insurance needs of the University for the three years beginning September 1, 1981.

Upon motion of Regent Cullum, seconded by Regent Bryce, with all members voting aye, it was ordered that the following persons be authorized to sign any and all vouchers and checks—

Dr. William R. Johnson, President  
Mr. C. G. Haas, Vice President for Fiscal Affairs  
Mr. Otto J. Ehrlich, Comptroller  
Mr. Doug Hughes, Business Manager,

and that the following persons be authorized to sign vouchers for purchase of library books and other holdings for two years beginning with September 1, 1981—

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

Upon motion of Regent Jackson, seconded by Regent Todd, with all members voting aye, it was ordered that the following persons be authorized to approve all travel requested of University employees for the biennium beginning September 1, 1981—

Dr. William R. Johnson, President  
Dr. Edwin Gaston, Interim Vice President for Academic Affairs  
Mr. C. G. Haas, Vice President for Fiscal Affairs  
Dr. Baker Pattillo, Vice President for Student Affairs

and the following person is authorized to approve all travel by the members of the Board of Regents—

C. G. Haas, Secretary to the Board

for the biennium beginning September 1, 1981.
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that depository contracts with the following financial institutions be renewed with the same terms as the current contract:

- Commercial National Bank, Nacogdoches, Texas
- First Bank and Trust Company, Lufkin, Texas
- Fredonia State Bank, Nacogdoches, Texas
- Lufkin National Bank, Lufkin, Texas
- Stone Fort National Bank, Nacogdoches, Texas
- Nacogdoches Savings & Loan Assoc., Nacogdoches, Texas
- First Federal Savings & Loan Assoc., Nacogdoches, Texas
- Guaranty Federal Savings & Loan Assoc., San Antonio, Texas,

and that the University be authorized to purchase Certificates of Deposit from the depository institutions or purchase U. S. Treasury Bills so as to invest cash funds of the University to the maximum benefit of the University.

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the following rules and regulations concerning the award of scholarships appropriated to the University in H.B. 656 of the 67th legislative session be approved.

1. When sufficient funds are available, they may be used as the institutional matching share of the Federal Work Study Program in accordance with provisions set out in this appropriation.

2. Such funds, as appropriate, will be administered to those students qualifying for scholarships under the guidelines of this appropriation, Section 14B.

These scholarships will be awarded under the following guidelines:

(a) Prior to the awarding of this scholarship, each student will have first utilized any federal grant funds for which they may reasonably be eligible.

(b) The scholarship, when combined with all other grant or gift aid awarded to the student, shall not exceed seventy per cent (70%) of the reasonable expenses (total cost) to be incurred by the student in the semester or term for which the scholarship is awarded. Thirty per cent (30%) will be received through self help.
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the University Administration be authorized to seek a sole-source bid from Honeywell, Incorporated, for a replacement computing system to serve the academic, research, and administrative needs of the University.

Upon motion of Regent Garner, seconded by Regent Justice, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to Niggel Associates for $11,600.00 for the refinishing of the Coliseum playing court floor. Source of Funds: Pledged Property Surplus

Upon motion of Regent Jackson, seconded by Regent Justice, with all members voting aye, it was ordered that Change Order No. 3 to add $10,825.50 and Change Order No. 4 to add $8,100.00 to the Dickerson Construction Company contract for changes to the Storm Sewer Project be approved and the Chairman of the Board be authorized to sign the Change Orders.

Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the architectural firm of Kent-Marsellos-Scott be authorized to complete the planning of the Chemistry Building Renovation and that the University be authorized to obtain bids for the work to be done.

Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the architectural services of Kent-Marsellos-Scott be authorized under the terms of the Architectural Services Agreement approved October 27, 1979, for designing the additions to the Forestry Classroom Building to add the planning of an addition to the Forestry Lab Building.

Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the Architectural Services Agreement with Kent-Marsellos-Scott to design and supervise the construction of the Alumni Services Office Facility - to be added to the University Center - be approved and the Chairman of the Board be authorized to sign the contract; that the University be authorized to obtain bids; and that the Board's Executive Committee be authorized to approve a contract to be ratified at the next meeting.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Eighteenth day of July 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-MARSELLOS-SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas hereinafter called the Architect for the following project:

ALUMNI ASSOCIATION BUILDING

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 Alumni Association 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 duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

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

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

ARTICLE 10

TERMINATION OF AGREEMENT

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

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

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

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

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

5 percent if termination occurs during any subsequent phase.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

   Ten Per Cent (10%) of the Construction Cost.

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

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

**14.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

Principals time at the fixed rate of $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.

ARTICLE 16

It is understood that the Architect will be instructed by the
Owner to proceed with conceptual studies and such schematic
design studies as are required to establish the scope of the project
and a cost estimate; and that any further service by the architect
will be upon the request of the Owner.
This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By __________________________
President of the Board

ATTEST:

__________________________
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By __________________________
Upon motion of Regent Cullum, seconded by Regent Bryce, with all members voting aye, it was ordered that the Engineering Services Agreement with Love, Friberg and Associates for Phase II of the Energy Conservation System be approved and the Chairman of the Board be authorized to sign the contract.
AGREEMENT
BETWEEN OWNER
AND CONSULTING ENGINEER
FOR
ENGINEERING SERVICES

MADE AND ENTERED INTO by and between Stephen F. Austin State University, hereinafter called "Owner", and Love, Friberg & Associates, Inc., hereinafter called the "Engineer".

SECTION I
EMPLOYMENT OF ENGINEER

The Owner has developed a comprehensive energy program and policy which includes the implementation of energy conservation projects. The Owner plans to implement an energy conservation project which includes but is not limited to the Expansion of Automation System, Phase II.

In consequence thereof, the Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the development of the energy conservation project as stated in this Section, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the Section to follow.

SECTION II
CHARACTER AND EXTENT OF BASIC SERVICES

The Engineer shall render the following professional Basic Services necessary for the development of the project:

A. PRELIMINARY PHASE

(1) Participate in preliminary conferences with Owner to establish the scope of the project and the requirements of the systems.

(2) Determine types of facilities best suited to meet the Owner's requirements.

(3) Prepare preliminary layouts as required to define space needs of the facilities.

(4) Prepare design criteria and outline specifications for the project.

(5) Counsel with the Owner on methods of construction as related to the project, costs and suitability to the site.
(6) Prepare preliminary cost estimate for the project. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

B. DESIGN PHASE

(1) Participate in design conferences with the Owner to plan and coordinate the project.

(2) Prepare calculations for previously established design requirements.

(3) Make recommendations as to changes in scope as may be required to stay within the Owner's budget.

(4) Prepare contract drawings in pencil on tracing paper in sufficient detail to define the construction work.

(5) Prepare technical specifications for the project.

(6) Update construction cost estimate prepared during Preliminary Phase. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

(7) Provide and issue plans and specifications to bidders.

(8) Prepare addenda as may be required during the bidding period and answer questions raised by bidders in the procurement of bids.

C. CONSTRUCTION PHASE

(1) Assist Owner in analyzing bids and preparing recommendations on all proposals relating to the project.

(2) Participate in preconstruction conferences and provide Owner with consultation and advice.

(3) Review samples, manufacturer's data, schedules laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, solely to determine conformance with design concept of the project and compliance with information given by the contract documents. Such review shall not relieve the Contractor from his responsibility for compliance with the contract documents.

(4) Answer questions regarding the plans and specifications. Preparations of additional plans for purposes other than clarification is not included in Basic Services. Preparation of change order documents required during construction is not included in Basic Services (See Special Services).
(5) Make recommendations regarding proposed changes to the work. Detailed investigative and survey work and/or plans and specifications required to implement pricing of proposed changes is considered to be a Special Service.

(6) Assist the Owner in reviewing amounts required in partial payment invoices.

(7) Make periodic site visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work or material; he will not be responsible for techniques and sequence of construction or safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the contract documents. During visits to the site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional he will keep the Owner informed of the extent of the progress of the work, and advise the Owner in writing of material and substantial defects and deficiencies in the work of the Contractor which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

(8) Make a final observation of the completed construction of the facilities. This specifically includes one observation of each system shown in the construction drawings and specifications and a report in writing to the Owner. Additionally, one review of each system is included on notification by the Contractor that the defects in the system have been corrected. Observance or guidance of detailed performance tests is considered to be a Special Service.

SECTION III

SPECIAL SERVICES

A. PREDICTABLE SPECIAL SERVICES

In addition to the Preliminary Phase, Design Phase and Construction Phase Basic Services, there are certain Predictable Special Services which vary in scope or requirement from one project to the next, but are usually common to a typical building design project. Following is a list of such Predictable Special Services.

(1) Technical observation of construction by a full-time resident project representative, and supporting staff as required.
(2) Preparing record drawings showing changes made during the construction process, based on data furnished by the Contractor.

(3) Travel and subsistence by the Engineer outside of Tarrant County, in connection with this project when authorized by the Owner, other than to the site.

(4) Special consultants to the Engineer and other disbursements if approved by the Owner.

(5) Extensive value engineering; or life cycle cost studies.

(6) Providing itemized material and labor detailed cost estimates.

(7) Observing or guiding detailed performance or proof tests of systems during construction or on completion of the project.

(8) Detailed investigative and survey work required to implement pricing of proposed changes; preparation of plans and/or specifications for construction contract change order documents.

(9) Preparation of operating and maintenance manuals or training in operating and maintenance procedures.

B. UNPREDICTABLE SPECIAL SERVICES

This category of Special Services includes items that may well be involved in any particular building design project, but which are not necessarily typical. Following is a list of such Unpredictable Special Services:

(1) Changes to drawings and specifications or extra expense incurred by reason of insolvency of the Contractor; readvertisement for bids, or changes to drawings and specifications which are made after a general preliminary plan, concept or scheme has been approved, and which may become necessary through no fault of the Engineer.

(2) Preparation of duplicate or alternate designs requested by the Owner for the purpose of obtaining alternate bids, except those required to keep the project within budget.

(3) Redesign required for reasons beyond the control of the Engineer.

(4) Evaluation and recommendations on Construction Contractor's claims.

(5) Assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project.

(6) Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25 percent through no fault of the Engineer.

(7) Preparation of documents for prepurchase of equipment, or multiple construction contracts.
C. ENERGY RELATED SPECIAL SERVICES

This category of Special Services includes items related to energy use and cost which may vary greatly from time to time and building to building. Following is a partial list of some of the Special Services:

(1) Engineering Economic Studies for energy conservation measures.

(2) Advise and train Owner personnel in energy conserving operating and maintenance practices.

(3) Assistance in monitoring energy use and cost.

SECTION IV

EXCLUDED SERVICES

The following are beyond the scope of professional engineering services and are excluded from this agreement:

(1) Engineer shall not be required to furnish any legal, accounting, or insurance counseling service to the Owner.

SECTION V

OWNER'S RESPONSIBILITY

During the Preliminary Phase, the Owner will furnish the Engineer all needed site information, including boundary surveys, easement, topography, utilities, and lines and grades of existing streets, pavements and structures on the site.

At the completion of design, the Owner will designate any contractors to whom he wishes drawings and specifications to be supplied. The Engineer will provide required sets of drawings to the Owner and all contractors. During Preliminary and Design Phases the Engineer will furnish prints to the Owner for coordinating and checking.

Owner will furnish the Engineer necessary information from other consultants or information gathered by Owner personnel.

SECTION VI

THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the Project and for Special Services not included in these phases.
All remittances by Owner of such compensation shall either be mailed or delivered to Engineer's office in Tarrant County, Texas.

A. BASIC SERVICES CHARGE

Compensation for Basic Services shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus ten percent for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $26.00 per hour. Maximum fee for Basic Services shall be Thirty-Seven Thousand Two Hundred and No/100 Dollars ($37,200.00).

B. SPECIAL SERVICES CHARGES

Except as modified hereinafter, Engineer's charges for all Predictable, Unpredictable and Energy Related Special Services as previously described shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus a 10 percent service charge for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $26.00 per hour.

Charges for assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project shall be $520.00 per diem for each day, or part thereof, in which the Engineer's presence is required.

Charges for extra travel and subsistence for the Engineer when authorized by the Owner shall be cost of travel and living expenses plus a 10 percent service charge.

Payments to the Engineer for Special Services will be made monthly by the Owner on presentation of monthly statements by the Engineer for such services.

C. LATE PAYMENT CHARGES

In event payments are not promptly made, Engineer reserves the right as provided herein, at any time thereafter to treat the agreement as terminated by the Owner and recover compensation as provided by Section XII.

SECTION VII
DEFINITION OF TERMS

A. CONSTRUCTION COST

Construction cost is defined as the total cost to the Owner for the execution of the construction work. Excluded are charges or other cost for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses. Included are the direct cost to the Owner of all construction contracts including performance bonds, insurance and other general construction expenses which represent cost to Owner.
and value of work, items of construction, including labor, materials and equipment required for the completed work and the total value at site of project of all labor, materials and equipment purchased or furnished directly by the Owner.

B. SALARY COST

Salary cost is defined as the cost of salaries of principals, engineers, designers, draftsmen, stenographers, surveymen, clerks, laborers, etc., for time directly chargeable to the project, plus social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

C. SUBCONTRACT EXPENSE

Subcontract expense is that incurred by the Engineer in employment of consultants in specialized fields and outside firms for services such as acoustical, test and balance, etc.

D. DIRECT NONLABOR EXPENSE

Direct non-labor expense is that incurred by the Engineer for supplies, printing, transportation, equipment, travel, communications, subsistence and lodging away from home, and similar incidentals in connection with this assignment.

SECTION VIII

OWNERSHIP OF DOCUMENTS

Engineer's drawings and specifications, notes, and other data remain his property as instruments of service. Owner will be furnished and may retain the tracings in consideration of which it is mutually agreed that he will use them solely in connection with the work and shall not authorize their use on other work except by written consent of the Engineer. Reuse for extensions of the original project shall be at the Owner's sole risk and without liability or legal exposure to the Engineer. Reuse for new projects entitles the Engineer to further compensation at a rate to be mutually agreed upon.

SECTION IX

LIABILITY LIMITATION

Engineer shall have no liability to Owner or to others for acts or omissions of the Contractor or any other persons performing work on this project; for construction means, methods, techniques, sequences, or procedures; for safety precautions and programs in connection with the work; for Contractor's failure to carry out the work in accordance with drawings and specifications; or for any other reason beyond warranty of the use of reasonable skills in execution of the assignment covered by this agreement.
This agreement is made for the benefit of the Owner and Engineer only, and is not intended to benefit any others. Accordingly no third party shall have any claim against either the Owner or Engineer by virtue of this agreement.

SECTION X

RENEGOTIATION

Should there be a lapse of 12 months or more between completion of any phase of the work and commencement of the next succeeding phase, this agreement will be subject to renegotiation in respect to the remaining work to be completed.

SECTION XI

DELAYS AND ABANDONMENT

If this project is abandoned or indefinitely delayed, or if this agreement is terminated, the Engineer shall be paid for his services to date.

SECTION XII

BREACH OF CONTRACT

If payment is not made to the Engineer when due according to Section VI of this agreement and this agreement is placed in the hands of an attorney for collection of such payment, or if any suit or other judicial proceeding is instituted or had for the purpose of such collection or if it is collected through a probate or bankruptcy proceeding, the Owner shall pay an additional amount over and above the accrued payment or payments with interest thereon, if any, as reasonable attorney's fees.

SECTION XIII

TERMINATION

This agreement may be terminated by either party on seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. On termination, the Owner will owe the Engineer for all compensation earned under this agreement to the date of termination.

SECTION XIV

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this agreement to be mailed or delivered to the Owner shall be to the following address:

Stephen F. Austin State University
Nacogdoches, Texas 75961
Attention: Vice President for Fiscal Affairs
All notices and communications under this agreement to be mailed or delivered to the Engineer shall be to the following address:

1414 Oil & Gas Building
Fort Worth, Texas 76102

SECTION XV
SUCCESSORS AND ASSIGNMENTS

Owner and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other, and they further agree that this contract represents the entire agreement between them and cannot be changed, added to or modified in any way or manner except by an instrument in writing signed by the Owner and the Engineer.

EXEUTED IN TWO (2) counterparts (each of which is deemed an original) on behalf of Engineer and on behalf of Owner.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By: ________________________________
Mrs. Peggy Wright
Title: Chairman of the Board
Date: July 18, 1981

LOVE, FRIBERG & ASSOCIATES, INC.
CONSULTING ENGINEER

By: ________________________________
Anne L. Friberg
Title: President
Date: June 25, 1981
81-114
Upon motion of Regent Garner, seconded by Regent Todd, with all members voting aye, it was ordered that the preliminary plans for the Agriculture Department's Head House, Green House, and Lath House be approved and the University be authorized to obtain bids for its construction.

81-115
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that an Engineering Services Agreement with Love, Friberg, and Associates for the design and supervision of the installation of certain fire alarm systems for some of the University dormitories be approved and the Chairman of the Board be authorized to sign the contract.
AGREEMENT  
BETWEEN OWNER  
AND CONSULTING ENGINEER  
FOR  
ENGINEERING SERVICES  

MADE AND ENTERED INTO by and between Stephen F. Austin State University, hereinafter called "Owner", and Love, Friberg & Associates, Inc., hereinafter called the "Engineer".

SECTION I  
EMPLOYMENT OF ENGINEER  

The Owner has provided fire alarm systems in some buildings and has connected those building systems to a central alarm location. The Owner plans to implement additional fire alarm systems in housing units on the campus as needs are defined and funds are available.

In consequence thereof, the Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the development of the fire alarm project as stated in this Section, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the Section to follow.

SECTION II  
CHARACTER AND EXTENT OF BASIC SERVICES  

The Engineer shall render the following professional Basic Services necessary for the development of the project:

A. PRELIMINARY STUDY PHASE  

(1) Participate in preliminary conferences with Owner to establish the scope of the project and the requirements of the systems.

(2) Survey all housing units to determine needs for fire and smoke detection and alarm, audible and visual signals, and remove alarm.

(3) Review buildings for compliance with current fire codes and safety practices.

(4) Determine types of facilities and equipment best suited to meet the Owner's requirements.

(5) Prepare preliminary description of systems on a building by building basis.
(6) Prepare design criteria and outline specifications for the project.

(7) Counsel with the Owner on methods of construction as related to the project, costs and suitability to the facilities.

(8) Prepare preliminary cost estimate for the project. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

**B. DESIGN PHASE**

(1) Participate in design conferences with the Owner to plan and coordinate the project.

(2) Prepare detailed design for previously established design criteria.

(3) Make recommendations as to changes in scope as may be required to stay within the Owner's budget.

(4) Prepare contract drawings in pencil on tracing paper in sufficient detail to define the construction work.

(5) Prepare technical specifications for the project.

(6) Update construction cost estimate prepared during Preliminary Phase. This will be a budget type estimate based on the Engineer's experience and records as opposed to an itemized material and labor estimate.

(7) Provide and issue plans and specifications to bidders.

(8) Prepare addenda as may be required during the bidding period and answer questions raised by bidders in the procurement of bids.

**C. CONSTRUCTION PHASE**

(1) Assist Owner in analyzing bids and preparing recommendations on all proposals relating to the project.

(2) Participate in preconstruction conferences and provide Owner with consultation and advice.

(3) Review samples, manufacturer's data, schedules laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, solely to determine conformance with design concept of the project and compliance with information given by the contract documents. Such review shall not relieve the Contractor from his responsibility for compliance with the contract documents.
(4) Answer questions regarding the plans and specifications. Preparations of additional plans for purposes other than clarification is not included in Basic Services. Preparation of change order documents required during construction is not included in Basic Services (See Special Services).

(5) Make recommendations regarding proposed changes to the work. Detailed investigative and survey work and/or plans and specifications required to implement pricing of proposed changes is considered to be a Special Service.

(6) Assist the Owner in reviewing amounts required in partial payment invoices.

(7) Make periodic site visits to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work or material; he will not be responsible for techniques and sequence of construction or safety precautions incident thereto, and he will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the contract documents. During visits to the site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional he will keep the Owner informed of the extent of the progress of the work, and advise the Owner in writing of material and substantial defects and deficiencies in the work of the Contractor which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

(8) Make a final observation of the completed construction of the facilities. This specifically includes one observation of each system shown in the construction drawings and specifications and a report in writing to the Owner. Additionally, one review of each system is included on notification by the Contractor that the defects in the system have been corrected. Observance or guidance of detailed performance tests is considered to be a Special Service.

SECTION III
SPECIAL SERVICES

A. PREDICTABLE SPECIAL SERVICES

In addition to the Preliminary Phase, Design Phase and Construction Phase Basic Services, there are certain Predictable Special Services which vary in scope or requirement from one project to the next, but are
usually common to a typical building design project. Following is a list of such Predictable Special Services.

(1) Technical observation of construction by a full-time resident project representative, and supporting staff as required.

(2)Preparing record drawings showing changes made during the construction process, based on data furnished by the Contractor.

(3)Travel and subsistence by the Engineer outside of Tarrant County, in connection with this project when authorized by the Owner, other than to the site.

(4)Special consultants to the Engineer and other disbursements if approved by the Owner.

(5)Extensive value engineering; or life cycle cost studies.

(6)Providing itemized material and labor detailed cost estimates.

(7)Observing or guiding detailed performance or proof tests of systems during construction or on completion of the project.

(8)Detailed investigative and survey work required to implement pricing of proposed changes; preparation of plans and/or specifications for construction contract change order documents.

(9)Preparation of operating and maintenance manuals or training in operating and maintenance procedures.

B. UNPREDICTABLE SPECIAL SERVICES

This category of Special Services includes items that may well be involved in any particular building design project, but which are not necessarily typical. Following is a list of such Unpredictable Special Services:

(1) Changes to drawings and specifications or extra expense incurred by reason of insolvency of the Contractor; readvertisement for bids, or changes to drawings and specifications which are made after a general preliminary plan, concept or scheme has been approved, and which may become necessary through no fault of the Engineer.

(2) Preparation of duplicate or alternate designs requested by the Owner for the purpose of obtaining alternate bids, except those required to keep the project within budget.

(3) Redesign required for reasons beyond the control of the Engineer.

(4) Evaluation and recommendations on Construction Contractor's claims.
(5) Assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project.

(6) Providing prolonged contract administration and observation of construction should the construction contract time be exceeded by more than 25 percent through no fault of the Engineer.

(7) Preparation of documents for prepurchase of equipment, or multiple construction contracts.

SECTION IV
EXCLUDED SERVICES

The following are beyond the scope of professional engineering services and are excluded from this agreement:

(1) Engineer shall not be required to furnish any legal, accounting, or insurance counseling service to the Owner.

SECTION V
OWNER'S RESPONSIBILITY

During the Preliminary Study Phase, the Owner will furnish the Engineer all needed site information, including boundary surveys, easement, topography, utilities, and lines and grades of existing streets, pavements and structures on the site.

At the completion of design, the Owner will designate any contractors to whom he wishes drawings and specifications to be supplied. The Engineer will provide required sets of drawings to the Owner and all contractors. During Preliminary and Design Phases the Engineer will furnish prints to the Owner for coordinating and checking.

Owner will furnish the Engineer necessary information from other consultants or information gathered by Owner personnel.

SECTION VI
THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design and Construction Phases of the Project and for Special Services not included in these phases.

All remittances by Owner of such compensation shall either be mailed or delivered to Engineer's office in Tarrant County, Texas.
A. BASIC SERVICES CHARGE

Compensation for Basic Services shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus ten percent for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $26.00 per hour. Maximum fee for Basic Services (Preliminary Study Phase) shall be thirteen thousand nine hundred eighty and no/100 Dollars ($13,980).

Maximum fee for Basic Services (Design Phase and Construction Phase) will be determined after scope of work is defined in the Preliminary Study Phase and this agreement amended accordingly.

B. SPECIAL SERVICES CHARGES

Except as modified hereinafter, Engineer's charges for all Predictable, Unpredictable and Energy Related Special Services as previously described shall be at hourly rates of salary cost times a multiplier of 2.5 for personal services and shall be at invoice cost plus a 10 percent service charge for direct expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $26.00 per hour.

Charges for assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project shall be $520.00 per diem for each day, or part thereof, in which the Engineer's presence is required.

Charges for extra travel and subsistence for the Engineer when authorized by the Owner shall be cost of travel and living expenses plus a 10 percent service charge.

Payments to the Engineer for Special Services will be made monthly by the Owner on presentation of monthly statements by the Engineer for such services.

C. LATE PAYMENT CHARGES

In event payments are not promptly made, Engineer reserves the right as provided herein, at any time thereafter to treat the agreement as terminated by the Owner and recover compensation as provided by Section XII.

SECTION VII

DEFINITION OF TERMS

A. CONSTRUCTION COST

Construction cost is defined as the total cost to the Owner for the execution of the construction work. Excluded are charges or other cost for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses. Included are the direct cost to the Owner of all construction contracts including performance bonds, insurance
and other general construction expenses which represent cost to Owner
and value of work, items of construction, including labor, materials and
equipment required for the completed work and the total value at site of
project of all labor, materials and equipment purchased or furnished
directly by the Owner.

B. SALARY COST

Salary cost is defined as the cost of salaries of principals,
engineers, designers, draftsmen, stenographers, surveymen, clerks,
laborers, etc., for time directly chargeable to the project, plus social
security contributions, unemployment, excise and payroll taxes, employ-
ment compensation insurance, retirement benefits, medical and insurance
benefits, sick leave, vacation, and holiday pay applicable thereto.

C. SUBCONTRACT EXPENSE

Subcontract expense is that incurred by the Engineer in employment
of consultants in specialized fields and outside firms for services such
as acoustical, test and balance, etc.

D. DIRECT NONLABOR EXPENSE

Direct non-labor expense is that incurred by the Engineer for
supplies, printing, transportation, equipment, travel, communications,
subsistence and lodging away from home, and similar incidentals in
connection with this assignment.

SECTION VIII
OWNERSHIP OF DOCUMENTS

Engineer's drawings and specifications, notes, and other data
remain his property as instruments of service. Owner will be furnished
and may retain the tracings in consideration of which it is mutually
agreed that he will use them solely in connection with the work and
shall not authorize their use on other work except by written consent of
the Engineer. Reuse for extensions of the original project shall be at
the Owner's sole risk and without liability or legal exposure to the
Engineer. Reuse for new projects entitles the Engineer to further
compensation at a rate to be mutually agreed upon.

SECTION IX
LIABILITY LIMITATION

Engineer shall have no liability to Owner or to others for acts or
omissions of the Contractor or any other persons performing work on this
project; for construction means, methods, techniques, sequences, or
procedures; for safety precautions and programs in connection with the
work; for Contractor's failure to carry out the work in accordance with
drawings and specifications; or for any other reason beyond warranty of
the use of reasonable skills in execution of the assignment covered by
this agreement.

This agreement is made for the benefit of the Owner and Engineer
only, and is not intended to benefit any others. Accordingly no third
party shall have any claim against either the Owner or Engineer by
virtue of this agreement.

SECTION X

RENEGOTIATION

Should there be a lapse of 12 months or more between completion of
any phase of the work and commencement of the next succeeding phase,
this agreement will be subject to renegotiation in respect to the remaining
work to be completed.

SECTION XI

DELAYS AND ABANDONMENT

If this project is abandoned or indefinitely delayed, or if this
agreement is terminated, the Engineer shall be paid for his services to
date.

SECTION XII

BREACH OF CONTRACT

If payment is not made to the Engineer when due according to Section VI
of this agreement and this agreement is placed in the hands of an attorney
for collection of such payment, or if any suit or other judicial proceeding
is instituted or had for the purpose of such collection or if it is
collected through a probate or bankruptcy proceeding, the Owner shall
pay an additional amount over and above the accrued payment or payments
with interest thereon, if any, as reasonable attorney's fees.

SECTION XIII

TERMINATION

This agreement may be terminated by either party on seven days
written notice should the other party fail substantially to perform in
accordance with its terms through no fault of the other. On termina-
tion, the Owner will owe the Engineer for all compensation earned under
this agreement to the date of termination.
SECTION XIV

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this agreement to be mailed or delivered to the Owner shall be to the following address:

Stephen F. Austin State University  
Nacogdoches, Texas  75961  
Attention: Vice President for Fiscal Affairs

All notices and communications under this agreement to be mailed or delivered to the Engineer shall be to the following address:

1414 Oil & Gas Building  
Fort Worth, Texas  76102

SECTION XV

SUCCESSORS AND ASSIGNMENTS

Owner and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other, and they further agree that this contract represents the entire agreement between them and cannot be changed, added to or modified in any way or manner except by an instrument in writing signed by the Owner and the Engineer.

EXECUTED IN TWO (2) counterparts (each of which is deemed an original) on behalf of Engineer and on behalf of Owner.

BOARD OF REGENTS  
STEPHEN F. AUSTIN STATE UNIVERSITY

By: [Signature]  
Title: Chairman of the Board  
Date: July 18, 1981

LOVE, FRIBERG & ASSOCIATES, INC.  
CONSULTING ENGINEER

By: [Signature]  
Title: [Signature]  
Date: July 14, 1981
81-116

Upon motion of Regent Garner, seconded by Regent Cullum, with all members voting aye, it was ordered that the University be authorized to make plumbing and other mechanical repairs to the outdoor swimming pool, with the use of University personnel.

81-117

Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to obtain proposals for the purchase of a complete replacement of the campus-wide telephone system.

81-118

Upon motion of Regent Justice, seconded by Regent Garner, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to United Portable Building Company, Woodville, Texas, for $25,353 for a temporary semi-portable building for the instructional Department of Nursing. United submitted the lowest bid. Other bidders were:

- Morgan $26,412
- Design Space 28,919
- Modulaire 31,319
- Pepsico (reusable leased building) 31,600
- Modular Concepts 28,035
- East Texas 29,960
- Cary-Way 35,663

Source of Funds: Ad Valorem Tax Building Funds

81-119

Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the University be authorized to issue purchase orders for equipment and furnishings for the new classrooms of the Nursing Department, as follows:

<table>
<thead>
<tr>
<th>Section</th>
<th>Vendor</th>
<th>Amount</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>United Portable Building</td>
<td>$1,350.00</td>
<td>Only source - to be fabricated &amp; installed by manufacturer of building</td>
</tr>
<tr>
<td>II.</td>
<td>Williams Physicians &amp; Surgeons</td>
<td>2,740.03</td>
<td>Low combination bid meeting specifications</td>
</tr>
<tr>
<td></td>
<td>American Hospital Supply</td>
<td>625.80</td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>Concept Media</td>
<td>2,501.55</td>
<td>Sole Source</td>
</tr>
<tr>
<td>IV.</td>
<td>Branch Patton</td>
<td>299.95</td>
<td>Low bid meeting specifications</td>
</tr>
</tbody>
</table>
V. Sears Roebuck
   Reason: Only bid meeting specifications
   $ 253.67

VI. William T. Stover Co.
   Reason: Only source of six to respond to bid
   1,699.00

VII. Texas Educational Aids
     Reason: Only bid meeting specifications
     321.66

VIII. Nasco Home Economics
      Reason: Sole source
      274.13

IX. Now Industries
    Reason: State contract item
    58.20

X. WalMart
   Reason: Various items to be purchased on Speed Order Procedure due to dollar amount
   56.52

GRAND TOTAL $10,570.51

81-120
Upon motion of Regent Cullum, seconded by Regent Garner, with all members voting aye, it was ordered that Change Order No. 1 to add $5,527.80 to the contract with East Texas Carpets, Incorporated, adding a replacement of carpet in the corridors of Dormitory 7, be approved and that the University be authorized to issue a purchase order for this change.

81-121
Upon motion of Regent Jackson, seconded by Regent Cullum, with all members voting aye, it was ordered that the Policy and Procedure Related to Gifts, Loans, Endowments and Bequests, as presented in Appendix IV of the Board Report, be approved.

81-122
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the feasibility study conducted by R. F. Dini and Associates, Incorporated, be accepted.

81-123
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that a Resolution honoring a) Mr. Joe Bob Golden, and b) Mr. James I. Perkins, be approved as follows:
RESOLUTION OF APPRECIATION

WHEREAS, the Honorable Mr. Joe Bob Golden, of Jasper, was appointed in 1969 as an original member of the newly-constituted Board of Regents of Stephen F. Austin State University;

WHEREAS, to his service on the Board, Mr. Golden brought the knowledge and wisdom of his profession as an attorney-at-law and of his extensive civic service so that he was elected by the Board as its first Vice Chairman;

WHEREAS, Mr. Golden continually served the Board and the University with such distinction that he was re-elected Vice Chairman for four more years through 27 April 1974;

WHEREAS, Mr. Golden most recently has served as a member of the Committee on Buildings and Grounds;

WHEREAS, Mr. Golden's membership on the Board is now expiring;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this 18th day of July 1981, that deep appreciation be expressed to Mr. Golden for his service to the Board and the University and that best wishes be extended to him for continued success in his professional and civic service and, indeed, in all his endeavors, and

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

Mrs. Peggy W. Wright, Chairman

Homer Bryce

Ted Bowen, Vice Chairman

Mrs. George P. Cullum, Jr.

Fletcher Garner, Jr.

Larry Jackson

Attest:

/s/ C. G. Haas
C. G. Haas, Secretary to the Board

Glenn Justice

R. E. Samuel, Jr.
RESOLUTION OF APPRECIATION

WHEREAS, The Honorable Mr. James Irvine Perkins, of Rusk, was appointed in 1969 as an original member of the newly-constituted Board of Regents of Stephen F. Austin State University;

WHEREAS, to his service on the Board, Mr. Perkins brought the knowledge and wisdom of his extensive civic service;

WHEREAS, Mr. Perkins served the Board and the University with such distinction that in 1977-78 he was elected by the Board to serve as its Chairman;

WHEREAS, Mr. Perkins continually provided invaluable leadership and service to the Board and the University, most recently as a member of the Committee on Finance;

WHEREAS, Mr. Perkins' membership on the Board is now expiring;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this 18th day of July 1981, that deep appreciation be expressed to Mr. Perkins for his service to the Board and the University and that best wishes be extended to him for continued success in his professional and civic service and, indeed, in all his endeavors; and

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

Mrs. Peggy W. Wright, Chairman

Ted Bowen, Vice Chairman

Attest:

/s/ C. G. Haas
C. G. Haas, Secretary to the Board
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that a Resolution of Appreciation for Dr. Billy Joe Franklin be approved, as follows: (See next page)
RESOLUTION OF APPRECIATION

WHEREAS, on August 1, 1977, Dr. Billy Joe Franklin assumed the position of Vice President for Academic Affairs at Stephen F. Austin State University;

WHEREAS, to his work at SFASU, Dr. Franklin brought the reason and understanding of a highly successful career as a professor, a departmental chairman, and a dean at several prominent universities in the nation;

WHEREAS, in his work at SFASU, Dr. Franklin continuously demonstrated and extended that reason and understanding and also provided unbounded dedication, energy, and leadership and thus contributed immeasurably to the advancement of academic and related programs;

WHEREAS, his good work at SFASU and elsewhere so accrued that, recently, Dr. Franklin was elected to the presidency of Texas A&M University; and

WHEREAS, Dr. Franklin will assume his new position at Texas A&M University on August 1, 1981;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this 18th day of July, 1981, that appreciation be expressed to Dr. Franklin for his service to the Board and the University and that best wishes be extended to him and Mrs. Franklin for continued success; and

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that a copy be presented to Dr. and Mrs. Franklin.

Mrs. Peggy W. Wright, Chairman

Ted Bowen, Vice Chairman

Homer Bryce

Mrs. George P. Cullum, Jr.

Fletcher Garner, Jr.

Larry Jackson

Glenn Justice

R. E. Samuel, Jr.

Attest:

/s/ C. G. Haas
C. G. Haas, Secretary to the Board
ANNOUNCEMENTS

Chairman Wright announced the membership of the following standing committees:

EXECUTIVE COMMITTEE

Peggy Wright, Chairman
Ted Bowen
Homer Bryce

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

Walter Todd, Chairman
Fletcher Garner
Bob Samuel

BUILDING AND GROUNDS COMMITTEE

Glenn Justice, Chairman
Walter Todd
Kathleen Cullum

FINANCE COMMITTEE

Homer Bryce, Chairman
Larry Jackson
Glenn Justice

NAMING OF BUILDINGS AND OTHER FACILITIES COMMITTEE

Kathleen Cullum, Chairman
Ted Bowen
Bob Samuel

Dates and Places of October and January Meetings

October 15-16, 1981, Dallas, Texas
January 18-19, 1981 - Nacogdoches, Texas

Meeting Adjourned at 11:00 a.m.