**INDEX**

Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
Held in Nacogdoches, Texas  
January 19, 1982

<table>
<thead>
<tr>
<th>Minutes</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>82-26</td>
<td>Approval of Minutes</td>
</tr>
<tr>
<td>82-27</td>
<td>Election of President</td>
</tr>
<tr>
<td>82-28</td>
<td>Faculty and Staff Appointments</td>
</tr>
<tr>
<td>82-29</td>
<td>Changes in Status</td>
</tr>
<tr>
<td>82-30</td>
<td>Resignations</td>
</tr>
<tr>
<td>82-31</td>
<td>Suspension</td>
</tr>
<tr>
<td>82-32</td>
<td>Promotions</td>
</tr>
<tr>
<td>82-33</td>
<td>Approval of Policy Relating to Sexual Harassment</td>
</tr>
<tr>
<td>82-34</td>
<td>Approval of Deletion of Master of Arts in Communication-Communication Theory</td>
</tr>
<tr>
<td>82-35</td>
<td>Approval of Proposal for a Master of Interdisciplinary Studies</td>
</tr>
<tr>
<td>82-36</td>
<td>Approval for Retention the Underenrolled Classes for Spring 1982</td>
</tr>
<tr>
<td>82-37</td>
<td>Approval of Faculty Workload Report for Spring 1982</td>
</tr>
<tr>
<td>82-38</td>
<td>Approval of Twelfth Class Day Enrollment Report for Spring 1982</td>
</tr>
<tr>
<td>82-39</td>
<td>Approval of Last Class Day Enrollment Report for Fall 1981 Semester</td>
</tr>
<tr>
<td>82-40</td>
<td>Approval of Policy on Patents</td>
</tr>
<tr>
<td>82-41</td>
<td>Approval of FY82 Budget Adjustments</td>
</tr>
<tr>
<td>82-42</td>
<td>Approval of Fiscal Regulations</td>
</tr>
<tr>
<td>82-43</td>
<td>Approval of Transfers Between Appropriated Elements of Cost</td>
</tr>
<tr>
<td>82-44</td>
<td>Authorization to Sign Vouchers</td>
</tr>
<tr>
<td>82-45</td>
<td>Authorization to Approve Travel</td>
</tr>
<tr>
<td>82-46</td>
<td>Approval of Room and Board Rates for FY83</td>
</tr>
<tr>
<td>82-47</td>
<td>Authorization to Seek Bids on Mathematics/Nursing Project</td>
</tr>
<tr>
<td>82-48</td>
<td>Approval of Contract on Construction of Greenhouse, Headhouse and Lathhouse (J. E. Kingham Const. Co.)</td>
</tr>
<tr>
<td>82-49</td>
<td>Approval of Budget for Agriculture Facilities Addition (Headhouse, Lathhouse &amp; Greenhouse)</td>
</tr>
<tr>
<td>82-50</td>
<td>Approval of Contract with J &amp; M Construction Company for Construction of Addition to Forestry Lab Bldg.</td>
</tr>
<tr>
<td>82-51</td>
<td>Approval of Project Budget for Addition to Forestry Lab Building</td>
</tr>
<tr>
<td>82-52</td>
<td>Approval of Contract with T. G. Evans Company for Dormitory Repairs--1982</td>
</tr>
<tr>
<td>82-53</td>
<td>Authorization to Seek Bids on Summer 1982 Projects</td>
</tr>
<tr>
<td>82-54</td>
<td>Approval of Contract with Kent-Marsellos-Scott (Field House Renovations)</td>
</tr>
<tr>
<td>82-55</td>
<td>Approval of Contract with Collier Electric Company (Life Safety Improvement in Residence Halls)</td>
</tr>
<tr>
<td>82-56</td>
<td>Miscellaneous Information</td>
</tr>
</tbody>
</table>

Miscellaneous Information
The meeting was called to order by Mrs. Tom Wright, Chairman of the Board of Regents, at 9:30 a.m. January 19, 1982.

REGENTS -

PRESENT: Mrs. Tom Wright of Nacogdoches
Mr. R. E. Samuel of Madisonville
Mr. Fletcher Garner of Bridge City
Mr. Ted Bowen of Houston
Mr. Glenn Justice of Dallas
Mr. Larry Jackson of Plano
Mr. Homer Bryce of Henderson

ABSENT: Mr. Walter Todd of Dallas
Mrs. George Cullum of Dallas

STAFF -

PRESENT: Dr. William R. Johnson, President of the University
Dr. Edwin Gaston, Interim Vice President for Academic Affairs
Dr. Baker Pattillo, Vice President for Student Affairs
Mr. Otto Ehrlich, Interim Vice President for Fiscal Affairs
Mr. Robert Provan, Legal Counsel
Mr. Clyde Carman, Director of Development

VISITOR - Ms. Marilea Murray, President, Student Government Association
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the minutes of the meeting of December 9, 1981, be approved.

Upon motion of Regent Jackson, seconded by Regent Bowen, with all members voting aye, it was ordered that Dr. William R. Johnson be elected President of the University for the period September 1, 1982 to August 31, 1983.

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

1. School of Applied Arts and Sciences

   The following faculty were appointed to teach courses at the designated time, place, and for salaries as indicated:

<table>
<thead>
<tr>
<th>Faculty</th>
<th>Time</th>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ralph Eddins</td>
<td>Fall 1981</td>
<td>Title VII Admin. Trainee Program</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>William Heeney</td>
<td>Fall 1981</td>
<td>Title VII Admin. Trainee Program</td>
<td>800.00</td>
</tr>
<tr>
<td>John H. Lewis</td>
<td>Fall 1981 -</td>
<td>Banking Institute</td>
<td>3,750.00</td>
</tr>
<tr>
<td>Morgan Moses</td>
<td>Fall 1982</td>
<td>Title VII Admin. Trainee Program</td>
<td>800.00</td>
</tr>
<tr>
<td>Jose Rodriguez</td>
<td>Fall 1981</td>
<td>Title VII Admin. Trainee Program</td>
<td>800.00</td>
</tr>
</tbody>
</table>

2. Department of Accounting

   Dr. George M. Blankenbeckler, 49, Ph.D. (University of Georgia), Professor of Accounting, at a salary rate of $31,000 for nine months, effective September 1, 1982.

   Dr. Frank J. Lauderdale, 66, Ph.D. (University of Texas), Lecturer (25% time) in Accounting, at a salary rate of $4,241 for the Spring Semester, 1982, only.

3. Department of Administrative Services

   Ms. Sarah N. Richardson, 43, M.B.Ed. (Stephen F. Austin State University), Lecturer (50% time) in Administrative Services, at a salary rate of $3,000 for the Spring Semester, 1982, only.
4. Department of Biology

Dr. Richard Connor, 36, Ph.D. (Virginia Tech University), Lecturer (12.5% time) in Biology, at a salary rate of $1,250 for the Spring Semester, 1982, only.

Dr. James G. Dickson, 39, Ph.D. (Louisiana State University), Lecturer (12.5% time) in Biology, at a salary rate of $1,250 for the Spring Semester, 1982, only.

5. Department of Counseling and Special Educational Programs

Ms. Emile M. Kief, 33, M.Ed. (University of Pittsburgh), Lecturer (100% time) in Counseling and Special Educational Programs, at a salary rate of $4,500 for the Spring Semester, 1982, only.

6. School of Forestry

Mr. William H. Klein, 54, M.F. (Yale University), Visiting Associate Professor of Forestry, at a salary rate of $13,000 for 100% time for the Spring Semester, 1982, only.

7. Department of Management and Marketing

Mr. Johnny T. Long, 56, M.Ed. (Stephen F. Austin State University), Lecturer (50% time) in Management, at a salary rate of $4,000 for the Spring Semester, 1982 only.

8. Social Work Program

Ms. Nina Mae Green, 27, M.S. (American Technological University), Project Director, Parent Education Program, at a salary rate of $21,600 for twelve months for 100% time, effective November 1, 1981.

Ms. Patricia Holliday Skelton, 32, B.S. Ed. (Stephen F. Austin State University), Educational Specialist, Parent Education Program, at a salary rate of $15,000 for twelve months for 100% time, effective November 1, 1981.

9. Division of Fiscal Affairs

Mr. David D. Stanley, 33, B.B.A., M.B.A. (Midwestern State University), Business Manager, at a salary rate of $34,000 for twelve months, effective December 1, 1981.

10. Division of Student Affairs

Mr. James Hess, Athletic Director and Head Football Coach, at a salary rate of $46,305 for twelve months, effective December 14, 1981.
Mr. Don Bagley, Receiving Supervisor, at a salary rate of $11,128 for twelve months, effective November 1, 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:

1. Department of Secondary Education

   Dr. Jose A. Rodriguez, from 100% time teaching to 75% time teaching and 25% time as Director of Title VII Administrative Trainee Program, effective October 1, 1981. There is no change in salary.

2. University Library

   Ms. Sue Ann Muckleroy, from Assistant Bibliographic Librarian III, at a salary rate of $17,026 for nine months to Bibliographic Control Librarian III, at a salary rate of $18,026 for nine months, effective October 1, 1981.

   Ms. Nancy Lee Shaffer, from Serials Librarian II to Bibliographic Librarian II with no change in salary, effective January 14, 1982.

   Ms. Peggy Wedgeworth, from Bibliographic Control Librarian III, at a salary rate of $19,761 for nine months to Associate Library Director for Technical Services/Automation at a salary rate of $27,100 for twelve months, effective October 1, 1981.

   Ms. Bernice Martha Wright, from Acquisitions Librarian II at a salary rate of $16,688 for nine months to Acquisitions and Serials Librarian II at a salary rate of $17,688 for nine months, effective January 14, 1982.

3. Division of Fiscal Affairs

   Mr. Otto Ehrlich, from Comptroller at a salary rate of $38,982 for twelve months to Interim Vice President for Fiscal Affairs at a salary rate of $40,982 for twelve months, effective October 22, 1981.

4. Division of Academic Affairs

   Dr. Edwin W. Gaston, Jr., from Interim Vice President for Academic Affairs to Vice President for Academic Affairs, effective January 19, 1982. No change in salary.
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the following resignations be honored:

1. School of Forestry

   Mr. Joseph Cliff James, Instructor, effective January 16, 1982. Mr. James will seek other employment to further his career goals.

2. Department of Health and Physical Education


3. Department of Music

   Ms. Barbara Haden, Lecturer (7% time), effective October 31, 1981. Ms. Haden resigned for personal reasons.

4. Division of Nursing

   Ms. Valdyne M. Henderson, Assistant Professor, effective May 31, 1981. Ms. Henderson will become a nursing science doctoral student.

5. University Library

   Ms. Shirley Dickerson, Librarian I, effective January 15, 1982. Ms. Dickerson is moving from Nacogdoches.

   Ms. Laine Farley, Humanities Librarian I, effective January 15, 1982. Ms. Farley has accepted employment at the University of California.

6. Computer Center


7. Division of Fiscal Affairs

   Mr. Charles G. Haas, Vice President for Fiscal Affairs, effective October 21, 1981.

   Mr. Douglas Hughes, Business Manager, effective September 25, 1981. Mr. Hughes resigned to accept other employment.
82-31
Upon motion of Regent Bowen, seconded by Regent Justice, with all members voting aye, it was ordered that the following suspension be approved:

1. Department of English and Philosophy

    Dr. Sidney E. Bellamy, Associate Professor of English, effective December 4, 1981. Dr. Bellamy is suspended without pay for an indefinite period following conviction for his involvement in a felony charge.

82-32
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the following promotion be accepted:

1. School of Forestry

    Dr. Malcolm MacPeak from Research Associate in Forestry at a salary rate of $13,716 to Assistant Professor of Forestry at a salary rate of $16,500 for nine months, effective October 1, 1981. Dr. MacPeak was awarded the Doctor of Forestry degree and was recommended for promotion by his academic dean.

82-33
Upon motion of Regent Bryce, seconded by Regent Samuel, with all members voting aye, it was ordered that the University "Policy Relating to Sexual Harassment," be approved, as follows:
PROCEDURES FOR DEALING WITH

SEXUAL HARASSMENT

It is the policy of Stephen F. Austin State University that no member of the University Community may sexually harass another. Any staff or faculty member, or any student (when involving faculty or staff) will be subject to disciplinary action for violation of this policy.

Title 29 Code of Federal Regulations Section 1604.11 states that an employer is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and regardless of whether the employer knew or should have known of their occurrence. With respect to conduct between fellow employees, an employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct unless it can show that it took immediate and appropriate corrective action. Because of this legislated responsibility, the University cannot dismiss a complaint, once registered with a departmental chairperson or divisional supervisor, until the case has been officially resolved by the sexual harassment board or withdrawn in writing by the complainant.

However, the University reserves the right to take appropriate disciplinary action against any sexual harassment occurring in its workplace even in the absence of an individual complaint.

I. Definition

1. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

   a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic career,

   b. Submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting the individual,

   c. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive employment or academic environment.

2. In determining whether alleged conduct constitutes sexual harassment, the University shall construe any act or omission within the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. Each determination shall be made from the facts on a case-by-case basis.
II. Filing Procedure

1. If an individual believes that he or she has been the victim of sexual harassment, then he or she should begin the complaint procedure by filing a complaint with the appropriate departmental chairperson or divisional supervisor. The reason for filing with these persons is that they have the primary responsibility of implementing the University policy and providing employees and students with an employment or academic environment free of harassment, intimidation, or retaliation. In the event that a chairperson or supervisor is accused of sexual harassment, or has a valid reason for not serving on the Board, the President shall appoint a substitute to perform his or her functions in these procedures.

2. A complaint against a departmental chairperson, divisional supervisor, or other administrative official should be filed with that administrator's immediate superior.

3. The complaint should be filed within 90 calendar days of knowledge of the alleged conduct.

III. Resolution by Sexual Harassment Board

1. The departmental chairperson or divisional supervisor shall form a three-member Sexual Harassment Board with the Director of Affirmative Action and the Title IX Coordinator.

2. The Board shall be chaired by the chairperson or supervisor.

3. The chairperson of the Board shall provide a written copy of the complaint to the accused.

4. The Board shall meet with the two parties separately to discuss the complaint.

5. As part of its attempt to resolve the complaint, the Board may conduct an investigation, subject to the following rules:

   a. The investigation shall be confidential, subject to law and University policy.

   b. The accused shall be presumed not guilty unless the complaint can be proved by a preponderance of the evidence.

   c. The accused shall be provided with an adequate opportunity to form a response to any information presented to him as a result of the investigation.

   d. The accused shall be given a written warning that any retaliation against the complainant shall result in prompt disciplinary action.

6. If the chairperson of the Board, after deliberation with its other members, is able to resolve the complaint, he may do so in one of the following manners:

   a. Dismiss the charge,
b. Accept a written retraction from the complainant,
c. Secure from the accused an admission of guilt, a voluntary acceptance of disciplinary action, and a promise not to commit further harassment.

7. The chairperson of the Board shall be responsible for notifying the complainant and the accused of the Board's decision.

8. At the conclusion of its work, the Board shall send a report to the Dean of the School or the Director of the Division in which the complaint arose.

9. A report with all exhibits and evidence shall be kept in the Affirmative Action Office rather than the personnel file of the accused.

IV. Disciplinary Action

1. In the event that the facts discovered in the investigation warrant, the departmental chairperson or divisional supervisor may begin appropriate disciplinary action pursuant to University policy. The Director of Affirmative Action and the Title IX Coordinator shall present their advice regarding the specific action to be taken.

2. The accused may appeal the disciplinary action to be taken by using the grievance procedure set out in the appropriate employee handbook.

V. Appropriate Relief

1. With the approval of the President, the departmental chairperson or divisional supervisor may take appropriate steps to provide the complainant with an employment or academic environment free of harassment, intimidation, or retaliation.

2. The relief provided to the complainant does not depend on any resolution of the complaint or disciplinary action against the accused.
APPENDIX (A)

In addition to the disciplinary action outlined in the appropriate employee handbook, the supervisor of an accused faculty or staff member may consider the following discipline actions appropriate depending on the facts discovered during the investigation.

(a) Create awareness  
(b) Recommend psychiatric counseling  
(c) Reprimand orally  
(d) Reprimand in writing  
(e) Limit or modify work assignments  
(f) Reassign  
(g) Suspend with pay  
(h) Demote  
(i) Suspend without pay  
(j) Terminate  
(k) Or other disciplinary action deemed appropriate for the degree of seriousness assigned by the board members to the offense committed.

In addition to the disciplinary action outlined in the student handbook, the University may consider appropriate, disciplinary action against a student could be one of the following:

(a) Create awareness  
(b) Recommend psychiatric counseling  
(c) Reprimand orally  
(d) Reprimand in writing  
(e) Modify class assignment  
(f) Suspend from class(es)  
(g) Place on probation  
(h) Suspend temporarily from all classes  
(i) Expel permanently  
(j) Or other disciplinary action deemed appropriate for the degree of seriousness assigned by the board members to the offense committed.
82-34
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that deletion of the Master of Arts in Communication-Communication Theory be approved.

82-35
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the proposal for a Master of Interdisciplinary Studies be approved as submitted.

82-36
Upon motion of Regent Bowen, seconded by Regent Jackson, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve for retention the underenrolled classes for Spring 1982.

82-37
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the Faculty Workload Report for Spring 1982.

82-38
Upon motion of Regent Samuel, seconded by Regent Jackson, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the twelfth class day enrollment report for Spring 1982.

82-39
Upon motion of Regent Bowen, seconded by Regent Jackson, with all members voting aye, it was ordered that the last class day enrollment report for the Fall 1981 Semester be approved as submitted at the meeting.

82-40
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the policy regarding patents, as stated below, be approved.

UNIVERSITY POLICY ON PATENTS

The University encourages the disclosure and development of meaningful inventions in the best interest of the public, the inventor and the University.

1. General Policy

In general, inventions, innovations, discoveries, and improvements made with the use of University facilities or services, or during the course of regularly assigned duties, shall become the property
of the University and shall be so used and controlled as to secure equitable benefit to the public, the inventory, and the University.

2. Applicability

This policy shall apply to all persons employed by the University and to anyone using facilities owned by or under the supervision of the University. The policy shall apply to all inventions, innovations, discoveries, and improvements developed with the use of University facilities or financed in whole or in part, from funds under the control of the University or any cooperative arrangement which makes no definite provision for the ownership of patents.

3. Assignment

All employees and others who are subject to this policy by virtue of their use of University services, facilities or funds shall assign all inventions and patents to the University, except those which might be owned by third parties pursuant to sponsored research agreements and those resulting from independent work or permissible consulting activities without use of University facilities.

4. License to Inventor

In return, the University shall grant to the inventor a royalty-free, non-exclusive and irrevocable license, throughout the world, to reproduce, adapt, or otherwise use the invention without restriction.

5. Inventions Resulting from Independent Effort

When patentable ideas are developed on an individual's own time and effort and without direct University support or use of University facilities, they are the exclusive property of the inventor and the University has no claim to any profits resulting therefrom. Should the inventor choose to offer his invention to the University, the President shall recommend to the Board of Regents whether the University should support and finance the patent application and manage the patent development. If the inventor makes the offer after obtaining the patent, the President shall recommend to the Board of Regents whether the University should reimburse the inventor for his expenses in obtaining the patent. If the invention is accepted for patent management by the University, the inventor shall assign the invention and patent to the University, and the University shall proceed through its own efforts or those of a patent agent to obtain and manage the patent.

6. Inventions Resulting from Research Supported by Grants

To the extent of any conflict, the patent policy of the University is subject to, and thus amended and superseded by, the specific terms pertaining to patent rights included in federal grants and contracts, or grants and contracts with nonprofit foundations, private donors, or private industry.
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the following budget adjustments for FY82 be approved.

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 5020</td>
<td>Intercollegiate Athletics - Men</td>
<td>Additional salaries and vehicle replacement and addition</td>
<td>$116,000.00</td>
</tr>
<tr>
<td>2. 1401</td>
<td>Computer Center</td>
<td>Operational funds related to period of dual operation</td>
<td>52,000.00</td>
</tr>
<tr>
<td>3. 1201</td>
<td>Physical Plant Gen. Services</td>
<td>To provide one-half the cost of replacement vehicles (two vans and two station wagons)</td>
<td>22,000.00</td>
</tr>
</tbody>
</table>

Source of Funds: Pledged Property Surplus

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. 1063</td>
<td>Instructional Capital Equip.</td>
<td>To supplement originally budgeted funds</td>
<td>60,000.00</td>
</tr>
<tr>
<td>5. 1204</td>
<td>Building Maintenance</td>
<td>To provide additional computer cable to the Physical Education Building and the Business Administration Building</td>
<td>12,000.00</td>
</tr>
<tr>
<td>6. 1135</td>
<td>Library</td>
<td>Third annual payment on computer</td>
<td>21,216.00</td>
</tr>
<tr>
<td>7. 1102</td>
<td>Beef Farm</td>
<td>Additional funds to complete clearing of 80 acres of land</td>
<td>6,398.40</td>
</tr>
<tr>
<td>8. 1081</td>
<td>Office of the Dean--School of Business</td>
<td>Carpet, furnishings, minor renovation</td>
<td>11,195.00</td>
</tr>
<tr>
<td>9. 1201</td>
<td>Phy. Plant Gen. Services</td>
<td>To provide one-half the cost of replacement vehicles (two vans and two station wagons)</td>
<td>22,000.00</td>
</tr>
</tbody>
</table>

Source of Funds: Education and General Surplus

Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the revised Fiscal Regulations, effective September 1, 1981, be approved.
Upon motion of Regent Bowen, seconded by Regent Justice, with all members voting aye, it was ordered that the fiscal year 1981 transfers between appropriated elements of cost be approved as shown in Schedule G-1 of the annual financial report for FY81.

Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the following persons be authorized to sign any and all vouchers and checks for the two-year period ending on August 31, 1983,

Dr. William R. Johnson, President
Mr. Otto Ehrlich, Interim Vice-President for Fiscal Affairs
Mr. David D. Stanley, Business Manager

and that the following persons be authorized to sign vouchers for the purchase of library materials for the two-year period ending on August 31, 1983.

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 Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the following persons be authorized to approve all travel requests for University employees for the biennium ending on August 31, 1983,

Dr. William R. Johnson, President
Dr. Edwin Gaston, Jr., Interim Vice President for Academic Affairs
Dr. Baker Pattillo, Vice President for Student Affairs
Mr. Otto Ehrlich, Interim Vice President for Fiscal Affairs

and Dr. Baker Pattillo, Acting Secretary to the Board of Regents, is authorized to approve all travel by members of the Board of Regents.

Upon motion of Regent Bowen, seconded by Regent Bryce, with all members voting aye, it was ordered that room and board rates for FY83 be approved, as follows:
## Room and Board Rates for 1982-83
### Fall or Spring Semester

<table>
<thead>
<tr>
<th>Dormitory No. and Name</th>
<th>W/5 Day Meals</th>
<th>W/7 Day Meals</th>
<th>W/7 Day 20 Meals</th>
<th>W/5 Day, 15 Meals 6 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Unit I</td>
<td>$943.00</td>
<td>$958.00</td>
<td>$978.00</td>
<td>$372.00</td>
</tr>
<tr>
<td>2 Unit II</td>
<td>943.00</td>
<td>958.00</td>
<td>978.00</td>
<td>372.00</td>
</tr>
<tr>
<td>3 Unit III</td>
<td>943.00</td>
<td>958.00</td>
<td>978.00</td>
<td>372.00</td>
</tr>
<tr>
<td>5 Wisely Hall</td>
<td>943.00</td>
<td>958.00</td>
<td>978.00</td>
<td>372.00</td>
</tr>
<tr>
<td>7 Todd Hall</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>8 Gibbs Hall</td>
<td>943.00</td>
<td>958.00</td>
<td>978.00</td>
<td>372.00</td>
</tr>
<tr>
<td>9 North Hall</td>
<td>1,064.00</td>
<td>1,079.00</td>
<td>1,099.00</td>
<td>404.00</td>
</tr>
<tr>
<td>10 Hall 10</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>11 Mays Hall</td>
<td>943.00</td>
<td>958.00</td>
<td>978.00</td>
<td>372.00</td>
</tr>
<tr>
<td>12 South Hall</td>
<td>1,064.00</td>
<td>1,079.00</td>
<td>1,099.00</td>
<td>404.00</td>
</tr>
<tr>
<td>13 Wilson Hall</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>14 Dorm 14</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>15 Griffith Hall</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>16 Hall 16</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
<tr>
<td>17 Steen Hall</td>
<td>1,064.00</td>
<td>1,079.00</td>
<td>1,099.00</td>
<td>404.00</td>
</tr>
<tr>
<td>18 Kerr Hall</td>
<td>1,044.00</td>
<td>1,059.00</td>
<td>1,079.00</td>
<td>396.00</td>
</tr>
</tbody>
</table>

### Apartments (without meals)

**Rent for Month**

<table>
<thead>
<tr>
<th>Apts. Nos.</th>
<th>5 - 5</th>
<th>5 - 15</th>
<th>7 - 13</th>
<th>7 - 20</th>
<th>5 - 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starr</td>
<td>156.00*</td>
<td>177.00*</td>
<td>200.00*</td>
<td>246.00*</td>
<td>370.00**</td>
</tr>
<tr>
<td>East College</td>
<td>74 - 96</td>
<td>127 - 166</td>
<td>200 - 299</td>
<td>1 - 133</td>
<td>310 - 316</td>
</tr>
<tr>
<td>Raguet</td>
<td>464.00</td>
<td>464.00</td>
<td>464.00</td>
<td>464.00</td>
<td>174.00</td>
</tr>
<tr>
<td>New Raguet</td>
<td>200 - 299</td>
<td>200 - 299</td>
<td>200 - 299</td>
<td>200 - 299</td>
<td>200 - 299</td>
</tr>
<tr>
<td>Garner</td>
<td>246.00*</td>
<td>246.00*</td>
<td>246.00*</td>
<td>246.00*</td>
<td>246.00*</td>
</tr>
<tr>
<td>Clark</td>
<td>310 - 316</td>
<td>310 - 316</td>
<td>310 - 316</td>
<td>310 - 316</td>
<td>310 - 316</td>
</tr>
<tr>
<td>University Woods</td>
<td>400 - 432</td>
<td>400 - 432</td>
<td>400 - 432</td>
<td>400 - 432</td>
<td>400 - 432</td>
</tr>
</tbody>
</table>

### For Accounting Purposes Only:

**Increase over 1981-82 - 10%
Average 9 month increase in Dormitory room and board rates: $188.00.**
82-47
Upon motion of Regent Justice, seconded by Regent Jackson, with all members voting aye, it was ordered that the preliminary drawings and specifications for the construction of the Mathematics and Statistics/Nursing Project be approved, the architect be authorized to prepare detailed drawings and specifications, and the University be authorized to seek bids for construction.

82-48
Upon motion of Regent Garner, seconded by Regent Justice, with all members voting aye, it was ordered that the contract for $99,533.00 with J. E. Kingham Construction Company, for the construction of a Greenhouse, Head House, and Lath House be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Funds on Hand
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

Made as of the Twenty Third day of January in the year of Nineteen Hundred and Eighty Two

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

AND THE CONTRACTOR: J. E. Kingham Construction
P. O. Box 632
Nacogdoches, Texas 75961

THE PROJECT: HEADHOUSE, LATHHOUSE & GREENHOUSE
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: KENT-MARSELLOS-SCOTT,
ARCHITECTS-ENGINEERS
P. O. BOX 2309
LUFKIN, TEXAS 75901

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

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

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for HEADHOUSE, LATHHOUSE & GREENHOUSE for STEPHEN F. AUSTIN STATE UNIVERSITY NACOGDOCHES, TEXAS

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 150 calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of FIFTY DOLLARS ($50.00) per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of NINETY NINE THOUSAND FIVE HUNDRED THIRTY THREE AND NO/100 ($99,533.00)

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

The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$95,490.00</td>
</tr>
<tr>
<td>Alternate #1</td>
<td>+ 4,043.00</td>
</tr>
<tr>
<td>Contract Price</td>
<td>$99,533.00</td>
</tr>
</tbody>
</table>
ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.
ARTICLE 7

MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Drawings and Specifications entitled "HEADHOUSE, LATHHOUSE, & GREENHOUSE, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS",

Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

1. Addendum - No. 1, dated December 7, 1981, Page 1 & Detail Sheet GH-1 Copies of which are attached hereto are a part of this contract.
2. This contract is to cover the General Contract work, Plumbing, Mechanical and Electric work, complete.
3. The said Drawings and each of all said Specifications and "General Conditions" are made part of this Agreement for all intents and purposes, provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.
4. The work called for and included in this Agreement is to be done
under the direction of the Architect above named and his determination
of the true meaning and proper construction of the Drawings and
Specifications shall be considered as final.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>20000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>79533.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 99,533.00</td>
</tr>
</tbody>
</table>

Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BY

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By  

SEAL

J. E. KINGHAM CONSTRUCTION COMPANY
P. O. BOX 632
NACOGDOCHES, TEXAS 75961

READ AND EXAMINED:

By  

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) J. E. Kingham Construction

a (2) of Nacogdoches Texas hereinafter called Principal and

(3) United States Fidelity and Guaranty of Baltimore, Maryland

State of Maryland hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of Ninety Nine Thousand Five Hundred Thirty Three and No/100

DOLLARS ($ 99,533.00)

in lawful money of the United States, to be paid in (5) NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner,
dated the ________ day of ______________, A. D., 19__.

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

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provide in Article 5160, Revised Civil Statutes, 1925 as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

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

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the


ATTEST:

J. E. Kingham Construction Co. Inc.
Principal

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

United States Fidelity and Guaranty Company
Surety

(Surety) Secretary

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) J. E. Kingham Construction of (2) Nacogdoches, Texas —hereinafter called the Principal and (3) United States Fidelity and Guaranty of Baltimore, Maryland State of Maryland —hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of Ninety Nine Thousand Five Hundred Thirty Three and No/100 DOLLARS ($ 99,533.00), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 23rd day of January, 1932, a copy of which is attached hereto and made a part hereof for the construction of: Headhouse, Lathouse & Greenhouse Stephen F. Austin State University Nacogdoches, Texas
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 23rd day of January, A.D., 1982.

ATTEST: J. E. Kingham Construction Co. Inc.

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST: United States Fidelity and Guaranty Company

(Surety) Secretary

Witness as to Surety

Address

NOTE: Date of Bond must not be prior to date of Contract.

1) Correct name of Contractor
2) A Corporation, A Partnership or an Individual, as case may be.
3) Correct name of Surety
4) Correct name of Owner
5) County or Parish and State
6) Owner
7) If Contractor is Partnership, all partners should execute bond.
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the following project budget be approved for the addition to the facilities of the Department of Agriculture.

Project Budget

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$99,533</td>
</tr>
<tr>
<td>Administration</td>
<td>3,000</td>
</tr>
<tr>
<td>Architectural Fees</td>
<td>7,963</td>
</tr>
<tr>
<td></td>
<td>$110,496</td>
</tr>
</tbody>
</table>

Upon motion of Regent Bowen, seconded by Regent Garner, with all members voting aye, it was ordered that the contract for $66,190.00 with J & M Construction Company, Nacogdoches, Texas, for the construction of an addition to the Forestry Lab Building be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Funds on Hand
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Third day of January in the year of Nineteen Hundred and Eighty Two

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

Jongeward and Mefford Construction, Inc. DBA

AND THE CONTRACTOR: J & M Construction Company

P. O. Box 1411
Nacogdoches, Texas 75961

THE PROJECT: FORESTRY LABORATORY RENOVATION

STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: KENT-MARSELLOS-SCOTT, ARCHITECTS-ENGINEERS

P. O. Box 2309
LUFKIN, TEXAS 75901

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

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

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

FOR FORESTRY LABORATORY RENOVATION

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 150 calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of
TWO HUNDRED DOLLARS ($200.00) per day for each consecutive calendar day thereafter
the work remains unfinished as specified in Paragraph 1.41 of "Supplementary
Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance
of the Work, subject to additions and deductions by Change Order as provided
in the Contract Documents, the Contract Sum of SIXTY SIX THOUSAND ONE
HUNDRED NINETY AND NO/100 ($66,190.00)

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

The Contract Sum is determined as follows:

BASE BID $ 66,190.00
ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.
ARTICLE 7

MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Drawings and Specifications entitled "FORESTRY LABORATORY RENOVATION, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS";
Sheet and Section Numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:
1. Addendum - None
2. This contract is to cover the General Contract work, Plumbing, Mechanical and Electric work, complete.
3. The said Drawings and each of all said Specifications and "General Conditions" are made part of this Agreement for all intents and purposes, provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.
4. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Drawings and Specifications shall be considered as final.

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

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

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

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

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

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

a) **Compensation and Employer's Liability Insurance:**

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

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

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

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

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

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

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$23,150.00</td>
</tr>
<tr>
<td>Materials</td>
<td>43,040.00</td>
</tr>
</tbody>
</table>

**Total** $66,190.00

Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 *et seq.* (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By [Signature]

By [Signature] Chairman

JONGEWARD AND MEFFORD CONSTRUCTION, INC. dba, J & M CONSTRUCTION COMPANY
P. O. BOX 1411
NACOGDOCHES, TEXAS, 75961
Address

SEAL

[Signature]

By [Signature] Pres

READ AND EXAMINED:

[Signature]

Secretary

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Longward and Welford Construction, Inc. dba J & M Construction co.

a (2) Corporation

of Nacogdoches, Texas hereinafter called Principal and

United States Fidelity

(3) and Guaranty of Baltimore

State of Maryland hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum

of Sixty-six thousand one hundred ninety and no/100 DOLLARS ($66,190.00)

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

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

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner,
dated the 3rd day of January, A. D., 1982,
a copy of which is hereto attached and made a part hereof for the
construction of: **Forestry Laboratory Renovation**

NOW THEREFORE, the condition of this obligation is
such that, if the Principal shall promptly make payment to all
claimants as defined in Article 5160 Revised Civil Statutes of
Texas, 1925, as amended by House Bill 344, Acts 56th Legislature,
Regular Session, 1959, effective April 27, 1959, supplying labor
and materials in the prosecution of the work provided for in said
Contract, then this obligation shall be null and void; otherwise,
it shall remain in full force and effect.

This bond is made and entered into solely for the pro-
tecion of all claimants supplying labor and materials in the pro-
secution of the work provided for in said Contract, and all such
claimants shall have a direct right of action under the bond as
provide in Article 5160, Revised Civil Statutes, 1925, as
amended by House Bill 344, Acts 56th Legislature, Regular
Session, 1959.

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 

\[\text{ind} \quad \text{day of} \quad \text{January} \quad \text{A.D.}, \quad 19\ldots\]

ATTEST:

\[\text{Principal} \quad \text{Jongewerd and Mefford Construction, Inc., dba J & M Construction Co.} \]

\[\text{President} \quad \text{James Jongewerd} \]

\[\text{Witnes as to Principal} \quad \text{Witnes as to Principal} \]

\[\text{Address: Nacogdoches, Texas} \]

ATTEST:

\[\text{United States Fidelity & Guaranty} \quad \text{Gary Willis} \]

\[\text{Address: Greenwood, Nacogdoches, Tex.} \]

\[\text{Witness as to Surety} \quad \text{Witness as to Surety} \]

\[\text{NOTE: Date of Bond must not be prior to date of Contract.} \]

\[\text{(1) Correct name of Contractor} \]

\[\text{(2) A Corporation, A Partnership or an Individual, as case may be.} \]

\[\text{(3) Correct name of Surety} \]

\[\text{(4) Correct name of Owner} \]

\[\text{(5) County or Parish and State} \]

\[\text{(6) Owner} \]

\[\text{(7) If Contractor is Partnership, all partners should execute bond.} \]
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

Joseph Ward and Hofford Construction, Inc. dba J H Construction Co.
of Nacogdoches, Texas hereinafter called
Principal and (3) United States Fidelity & Guaranty of

Baltimore State of Maryland,

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of

Sixty-six thousand one hundred ninety and no/100 DOLLARS ($66,190.00 ), in lawful money of the United
States, to be paid in (5) Nacogdoches County, Texas

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

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

the Owner, dated the 23rd day of January, A.D.,
1982, a copy of which is attached hereto and made a part hereof

for the construction of:
Forstry Laboratory Renovation

(Herein called the "Work").

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

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the


ATTEST: Jongeward and Mefford Construction, Inc.

(dba J & M Construction Company)

Principal

Jongeward

(Principal) Secretary

BY: James H. Jongeward

President

SEAL

Witness as to Principal

Route 7, Box 1040
Address: Nacogdoches, Texas

ATTEST:

United States Fidelity & Guaranty

Surety

BY: Gary Willis

Attorney-in-Fact

(Surety) Secretary

Witness as to Surety

212 Greenwood, Nacogdoches, Tex.
Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor

(2) A Corporation, A Partnership or an Individual, as case may be.

(3) Correct name of Surety

(4) Correct name of Owner

(5) County or Parish and State

(6) Owner

(7) If Contractor is Partnership, all partners should execute bond.
82-51
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the following project budget be approved for the addition to the Forestry Lab Building.

<table>
<thead>
<tr>
<th>Project Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Administration</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>$ 66,190</td>
</tr>
<tr>
<td>$ 2,000</td>
</tr>
<tr>
<td>$ 68,190</td>
</tr>
</tbody>
</table>

82-52
Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the contract for $442,049.00 with T. G. Evans Company for repairs in Residence Halls 8, 11, 12, 13, 16, and 19 be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Unexpended Auxiliary Enterprise Plant Funds
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Third day of January in the year of Nineteen Hundred and Eighty Two

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

AND THE CONTRACTOR: T. G. EVANS COMPANY
P. O. BOX 763
NACOGDOCHES, TEXAS 75961

THE PROJECT: DORMITORY REPAIRS 1981
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: KENT-MARSELLOS-SCOTT,
ARCHITECTS-ENGINEERS
P. O. BOX 2309
LUFKIN, TEXAS 75901

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

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

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for DORMITORY REPAIRS 1981
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 180 calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of
ONE HUNDRED DOLLARS AND NO/100 ($100.00) per day for each consecutive
calendar day thereafter the work remains unfinished as specified in Paragraph
1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance
of the Work, subject to additions and deductions by Change Order as provided
in the Contract Documents, the Contract Sum of FOUR HUNDRED FORTY TWO
THOUSAND AND FORTY NINE DOLLARS AND NO/100——($442,049.00)

out of Auxiliary enterprise surplus funds available to the Owner for expenditure
for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$398,195.00</td>
</tr>
<tr>
<td>Alternate #1</td>
<td>43,854.00</td>
</tr>
<tr>
<td>Contract Price</td>
<td>$442,049.00</td>
</tr>
</tbody>
</table>
ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.
ARTICLE 7
MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between
the Owner and the Contractor, are listed in Article 1 and, except for
Modifications issued after execution of this Agreement, are enumerated
as follows:

- Drawings and Specifications entitled "DORMITORY REPAIRS 1981,
  STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"
  Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary
  Conditions" and the following:

  Page 1 and
  1. Addendum No. 1, dated December 7, 1981, Detail Sheet 15B/5-1
     Addendum No. 2, dated December 14, 1981, Pages 1-6 & Detail Sheets 9-5/800,
     SM-1

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

  2. This contract is to cover the General Contract work, Plumbing,
     Mechanical and Electric work, complete.

  3. The said Drawings and each of all said Specifications and "General
     Conditions" are made part of this Agreement for all intents and
     purposes, provided that if anything in the said "General Conditions"
     of the Contract is in conflict with this Agreement, this Agreement
     shall control and govern.
4. The work called for and included in this Agreement is to be done under the direction of the Architect above named and his determination of the true meaning and proper construction of the Drawings and Specifications shall be considered as final.

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

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

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

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress Approved July 30, 1957, as Acceptable Sureties on Federal Bonds" and within
the Underwriting limitations listed therein for any single risk.
Bond shall comply with requirements of all state laws; including
those of Article 5160 Revised Civil Statutes of Texas, 1925, as
amended by House Bill 344, Acts 56th legislature, Regular Session,
1959, effective April 27, 1959.

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

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

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

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

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

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

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

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$32,049.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$442,049.00</strong></td>
</tr>
</tbody>
</table>

Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ________________________

By ________________________

Chairman

T. G. EVANS COMPANY
P. O. BOX 763
NACOGDOCHES, TEXAS 75961
Address

SEAL

By ________________________

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF ___________ TEXAS

COUNTY OF _______ NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) T. G. Evans & Co. T. G. Evans Company

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

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity & Guaranty of Baltimore

State of Maryland hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of Four Hundred Forty-Two Thousand and Forty-Nine Dollars

DOLLARS ($442,499.00)

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

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

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

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

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

UNIVERSITY, the Owner,
dated the 23rd day of January, A. D., 1982,
a copy of which is hereto attached and made a part hereof for the
construction of: Dormitory Repairs 1981

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provide in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

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

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

23rd day of January 82

ATTEST:

T. G. Evans dba T. G. Evans Company
Principal

(Principal) Secretary

SEAL

T. G. Evans

Witness as to Principal

Route 7, Box 1040
Address Nacogdoches, Texas

ATTEST:

United States Fidelity & Guaranty
Surety

(Surety) Secretary

(By: )

Witness as to Surety

812 Greenwood, Nacogdoches, Texas
Address

NOTE: Date of Bond must not be prior to date of Contract.

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) T. Q. Evans dba T. Q. Evans Company

of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity & Guaranty of Baltimore State of Maryland,

hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of __________________________

Four Hundred Forty-Two Thousand and Forty-Nine Dollars

DOLLARS ($ 442,049.00 ), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas

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

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain Contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

the Owner, dated the 23rd day of January, A. D., 1982, a copy of which is attached hereto and made a part hereof for the construction of:
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the

[Signature]


ATTEST:

T. G. Evans dba T. G. Evans Company
Principal

(Principal) Secretary

SEAL

Witness as to Principal

Route 1, Box 1046
Address Nacogdoches, Texas

ATTEST:

United States Fidelity & Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Address Greenwood, Nacogdoches, Texas

NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
82-53
Upon motion of Regent Bryce, seconded by Regent Bowen, with all members voting aye, it was ordered that the University Administration develop plans and advertise for bids for the following Summer 1982 Projects:

1. Resurfacing of Aikman Drive, certain parking lots, and construction of sidewalks along Wilson Drive. Estimated cost: $150,000

2. Construction of two parking lots on the south side of the campus. Estimated cost: $80,000

3. Removal of asbestos sound proofing material in mechanical rooms of Residence Halls 9 and 12. Estimated cost: $10,000

4. Carpeting in four residence halls and putting new floor tiles in various residence halls. Estimated cost: $250,000

5. Repairing of bathroom facilities in certain Residence Halls. Estimated cost: Unknown

6. Replacing of air handlers, ventilation ducts, and boiler stacks in the East College Cafeteria. Estimated cost: $55,000

Source of Funds: Pledged Property Surplus

82-54
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the firm of Kent, Marsellos, and Scott be authorized to prepare plans and specifications, and the Chairman of the Board be authorized to sign the contract, for:

1. Addition of a weight room to the Athletic Field House

2. Renovation of the press box.

It was further ordered that the Administration be authorized to seek bids on the weight room project.
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Nineteenth day of January in the year Nineteen Hundred and Eighty Two 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:

STADIUM AND FIELD HOUSE ADDITION AND RENOVATION

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 Pledged Property Surplus 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. The
Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

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

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

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

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

1.6.3 Through the observations by such Project Representatives, the Architect
shall endeavor to provide further protection for the Owner against defects
and deficiencies in the Work, but the furnishing of such project representa-
tion 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 con-
firmed 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 re-
quirements 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 govern-
mental 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 pro-
viding extra services in connection with bidding, negotiation or con-
struction 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 Con-
struction Cost is not commensurate with the services required of the
Architect, provided such Change Orders are required by causes not
solely within the control of the Architect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 3**

**CONSTRUCTION COST**

3.1 DEFINITION

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

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

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

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

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

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

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

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

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

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

PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9

ARBITRATION

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

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

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

ARTICLE 10
TERMINATION OF AGREEMENT

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

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

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:

Ten and .64/100 per cent (10.64%) of Construction Cost.

14.1.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each

-24-
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.
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
Chairman

ATTEST:

Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Upon motion of Regent Bowen, seconded by Regent Samuel, with all members voting aye, it was ordered that the contract for $264,738.00 with Collier Electric Company, Incorporated, Longview, Texas, for the Life Safety Improvements in various residence halls be approved, and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Pledged Property Surplus
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a STIPULATED SUM

1977 EDITION

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


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

AGREEMENT

made as of the 19th day of January in the year of Nineteen

Hundred and Eighty-Two

BETWEEN the Owner: Stephen F. Austin State University
Nacogdoches, Texas

and the Contractor: Collier Electric Company, Inc.
P. O. Box 1949
Longview, Texas 75606

The Project: Life Safety Improvements to Residence Halls
Stephen F. Austin State University
Nacogdoches, Texas

The Architect: Friberg Alexander Maloney Gipson Weir Inc.
P. O. Box 2080
Fort Worth, Texas 76113-2080

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

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

ARTICLE 2
THE WORK

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

Life Safety Improvements to Residence Halls for
Stephen F. Austin State University
Nacogdoches, Texas

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced upon written notice to proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than August 15, 1982.

(Here insert any special provisions for liquidated damages relating to failure to complete on time.)
ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Two Hundred Sixty-Four Thousand Seven Hundred Thirty-Eight Dollars and no/100 ($264,738.00).

The Contract Sum is determined as follows:
(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

Base Bid A Using Simplex Equipment $264,738.00

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 30th day of the month as follows:

Not later than thirty days following the end of the period covered by the Application for Payment ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner, and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

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

(Here insert any rate of interest agreed upon.)

No interest paid.

(Here insert any rate of interest agreed upon.)
ARTICLE 6
FINAL PAYMENT

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

SPECIFICATIONS:

Advertisement for Bids
Instruction to Bidders (AIA Document A701)
Supplementary Instructions to Bidders
Description of Work
Proposal Form
Standard Form of Agreement Between Owner and Contractor (AIA A101)
Performance Bond
Payment Bond
General Conditions of the Contract for Construction (AIA A201)
Supplementary General Conditions
Special Conditions of the Contract
Technical Specifications

PLANS:

Electrical Sheets E-1 through E-43

ADDENDA:

No. 1
No. 2

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

OWNER

COLLIER ELECTRIC COMPANY, INC.

By: [Signatures]

By: [Signatures]

A101-1977
PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Collier Electric Company, Inc., a Corporation of Longview, Gregg County, Texas, hereinafter called Principal, and Reliance Insurance Company

of Philadelphia, State of Pennsylvania

hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University, hereinafter called Owner, in the penal sum of Two Hundred Sixty-Four Thousand Seven Hundred Thirty-Eight and no/100 DOLLARS ($264,738.00), in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Contract with Stephen F. Austin State University, the Owner, dated the 19th day of January A.D., 1982, a copy of which is attached hereto and made a part hereof for the construction of:

Life Safety Improvements to Residence Halls
Stephen F. Austin State University
Nacogdoches, Texas

herein called the "Work".

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

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.
PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 19th day of January, A.D. 1982.

ATTEST:

[Signatures]

Collier Electric Co., Inc.
Principal
BY [Signature]

Reliance Insurance Company
Surety
BY [Signature]

Derrell C. Dodson
Attorney-in-Fact

PERFORMANCE BOND
2 of 2
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Collier Electric Company, Inc., a Corporation of Longview, Gregg County, Texas, hereinafter called Principal, and Reliance Insurance Company of Philadelphia, State of Pennsylvania, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University, hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Two Hundred Sixty-Four Thousand Seven Hundred Thirty-Eight and $0/100 DOLLARS ($264,738.00) in lawful money of the United States, to be paid in Nacogdoches County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with Stephen F. Austin State University, the Owner, dated the 19th day of January, A.D. 1982, a copy of which is hereto attached and made a part hereof for the construction of:

Life Safety Improvements to Residence Halls
Stephen F. Austin State University
Nacogdoches, Texas

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts of the 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the Work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts of the 56th Legislature, Regular Session, 1959.
PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the 19th day of January, A.D. 1982.

ATTEST:

Collier Electric Co., Inc.
Principal

By

Mary Ann Ferguson
Secretary

Witness as to Principal

Temple, Texas

Address

ATTEST:

Reliance Insurance Company
Surety

By

Derrell C. Dodson
Attorney-in-Fact

Payment Bond

Page 2 of 2
RELIANCE INSURANCE COMPANY
HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Derrell C. Dodson, Steve Rickenbacher, Sarah Huggins, W. H. Bateman, IV and Elnora Cruthis, individually, of Dallas, Texas

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship.

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed, this 24th day of September 1981.

RELIANCE INSURANCE COMPANY

[Signature]
Vice President

STATE OF Pennsylvania }ss.
COUNTY OF Philadelphia

On this 24th day of September, 1981, personally appeared Raymond MacNeil to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2 and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires: May 7, 1984

J. A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 19th day of January, 1982.

[Signature]
Assistant Secretary

BDR-1431 Ed. 5/79
MISCELLANEOUS INFORMATION

The Board of Regents selected a nominating committee to make recommendations for officers of the Board for the coming year, as follows:

Mr. Homer Bryce, Chairman
Mr. R. E. Samuel
Mr. Fletcher Garner
Mr. Walter Todd

Date for April Board Meeting in Nacogdoches, Texas:

April 19, 1982 - 2:00 p.m. - Committee Meetings
April 20, 1982 - 9:30 a.m. - Board Meeting

Tentative Date for July Board Meeting at Huxley Bay (tentative)

July 19, 1982 - 2:00 p.m. - Committee Meetings
July 20, 1982 - 9:30 a.m. - Board Meeting

Meeting adjourned at 12:00 Noon