Stephen F. Austin State University

MINUTES OF THE BOARD OF REGENTS

Nacogdoches, Texas

April 20, 1982
Volume 58
### INDEX

Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
Held in Nacogdoches, Texas  
April 20, 1982

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The meeting was called to order by Mrs. Tom Wright, Chairman of the Board of Regents, at 9:00 a.m. April 20, 1982.

REGENTS -

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

STAFF -

PRESENT:  Dr. William R. Johnson, President of the University  
Dr. Edwin Gaston, 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

VISITORS -

Dr. Wendall Spreadbury, Chairman of the Faculty Senate  
Ms. Marilea Murray, President of Student Government  
Mr. Ross Crowe, President Elect of Student Government  
Ms. Pamela Hesser, Editor of the Pine Log
82-56
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that Regent Justice be elected as Chairman of the Board.

82-57
Upon motion of Regent Samuel, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Bowen be elected as Vice Chairman of the Board.

82-58
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that Dr. Baker Pattillo be elected as Secretary to the Board.

82-59
Upon motion of Regent Cullum, seconded by Regent Samuel, with all members voting aye, it was ordered that the minutes of January 19, 1982, be approved.

82-60
Upon motion of Regent Cullum, seconded by Regent Samuel, with all members voting aye, it was ordered that the 1982 Summer School Faculty and Staff appointments as submitted under separate cover be approved.

82-61
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the 1982-83 Faculty and Staff appointments as submitted under separate cover be approved.

82-62
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Department of Accounting

   Mr. Royce C. Brough, 62, [M.B.A., Texas A&M University], Lecturer 25% time in Accounting, at a salary rate of $2,000 for the Spring Semester, 1982, only.

   Dr. Carolyn T. Conn, 29, [Ph.D., University of Arkansas], Lecturer 25% time in Accounting, at a salary rate of $2,500 for the Spring Semester, 1982, only.
Dr. Carolyn T. Conn, 29, (Ph.D., University of Arkansas), Assistant Professor in Accounting, at a salary rate of $27,000 for nine months, effective September 1, 1982.

2. Department of Administrative Services

Dr. Nancy J. Wilmeth, 40, (J.D., University of Texas Law School), Lecturer 50% time in Administrative Services, at a salary rate of $3,256 for the Spring Semester, 1982, only.

3. Department of Agriculture

Dr. David Harrison Miller, 38, (Ph.D., Texas A&M University), Lecturer 25% time in Agriculture, at a salary rate of $2,000 for the Spring Semester, 1982, only.

4. Department of Art

Mr. Jesse Cameron Bartimus, 28, (M.F.A., Stephen F. Austin State University), Lecturer 33% time in Art, at a salary rate of $1,750 for the Spring Semester, 1982, only.

Ms. Barbara Fay Schoenewolf, 32, (M.F.A., Stephen F. Austin State University), Lecturer 66% time in Art, at a salary rate of $3,500 for the Spring Semester, 1982, only.

5. Department of Communication

Ms. Bonita Olivia Gibson-McMullen, 38, (M.A., Stephen F. Austin State University), Lecturer 25% time in Communication, at a salary rate of $1,562 for the Spring Semester, 1982, only.

6. Department of Computer Science

Dr. Harold D. Camp, 30, (Ph.D., Southern Methodist University), Lecturer 25% time in Computer Science, at a salary rate of $2,500 for the Spring Semester, 1982, only.

7. Department of Counseling and Special Educational Programs

Mr. Gilbert C. Hanke, 32, (M.Ed., Southwest Texas State University), Lecturer 50% time in Counseling and Special Education, at a salary rate of $2,000 for the Spring Semester, 1982, only.

8. Criminal Justice Program

Mr. John Daniel Norton, 32, (M.A., Stephen F. Austin State University), Lecturer 25% time in Criminal Justice, at a salary rate of $1,500 for the Spring Semester, 1982, only.
9. Department of English and Philosophy

Mr. Cydney W. Adams, 31, (M.A., Stephen F. Austin State University), Lecturer 50% time in English, at a salary rate of $3,256 for the Spring Semester, 1982, only.

Dr. Diane H. Corbin, 40, (Ph.D., University of Texas), Lecturer 25% time in English, at a salary rate of $1,736 for the Spring Semester, 1982, only.

Ms. Annette S. Dawson, 43, (M.S., Stephen F. Austin State University), Lecturer 25% time in English, at a salary rate of $1,860 for the Spring Semester, 1982, only.

Dr. Linda Feldmeier, 34, (Ph.D., University of Connecticut), Assistant Professor in English, at a salary rate of $18,250 for nine months, effective September 1, 1982.

Ms. Susan McMath Hardy, 27, (M.A., Stephen F. Austin State University), Lecturer 25% time in English, at a salary rate of $1,447 for the Spring Semester, 1982, only.

Ms. JoAnne Cusack Howard, 43, (M.A., Saint Louis University), Lecturer 50% time in English, at a salary rate of $3,075 for the Spring Semester, 1982, only.

Ms. Beth E. H. Medrano, 33, (M.A., University of Texas-Austin), Lecturer 25% time in English, at a salary rate of $1,628 for the Spring Semester, 1982, only.

10. School of Forestry

Mr. William H. Klein, 54, (M.F., Yale University), Assistant Professor of Forestry, at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1982.

Mr. David M. Knotts, 32, (M.S.F., Stephen F. Austin State University), Manager, Career Development Services in Forestry, at a salary rate of $9,167 for 100% time, effective March 15, 1982 through August 31, 1982. Mr. Knotts' salary, effective September 1, 1982, will be $20,000 for 100% time for twelve months.

11. Department of Health and Physical Education

Mr. Clyde Alexander, 46, (M.Ed., North Texas State University), Instructor 32% time in Health and Physical Education, at a salary rate of $2,325 for the Spring Semester, 1982, only.

Mr. Tom Fleming, 41, (M.Ed., Stephen F. Austin State University), Lecturer 80% time in Health and Physical Education, at a salary rate of $4,275 for the Spring Semester, 1982, only.
Ms. Debbie Holder, 28, (M.Ed., Stephen F. Austin State University), Lecturer 80% time in Health and Physical Education, at a salary rate of $4,275 for the Spring Semester, 1982, only.

Mr. Farshid Niroumand, 28, (B.S.Ed., Stephen F. Austin State University), Lecturer 50% time in Health and Physical Education, at a salary rate of $1,474 for the Spring Semester, 1982, only.

Mr. Silas E. Southall, 32, (M.A.T., Angelo State University), Instructor 43% time in Health and Physical Education, at a salary rate of $3,100 for the Spring Semester, 1982, only.

12. Department of Management and Marketing

Mr. Robert S. Anderson, 63, (M.A., University of Pittsburgh), Lecturer 50% time in Management, at a salary rate of $3,153 for the Spring Semester, 1982, only.

Ms. Carolyn P. Spurrier, 39, (M.B.A., Stephen F. Austin State University), Lecturer 75% time in Management, at a salary rate of $4,500 for the Spring Semester, 1982, only.

13. Department of Mathematics and Statistics

Ms. Betty K. Manning, 56, (M.S., Stephen F. Austin State University), Lecturer 40% time in Mathematics, at a salary rate of $2,950 for the Spring Semester, 1982, only.

Ms. Jane Staats Shepard, 46, (B.A., Austin College) Lecturer 20% time in Mathematics at a salary rate of $1,550 for the Spring Semester, 1982, only.

14. Department of Music

Mr. Dennis P. Bell, 28, (M.M., University of Cincinnati), Lecturer 25% time in Music, at a salary rate of $1,900 for the Spring Semester, 1982, only.

Mr. David L. Kennedy, 27, (M.A., Stephen F. Austin State University), Lecturer 58% time in Music, at a salary rate of $3,150 for the Spring Semester, 1982, only.

Dr. Robert Wayne Miller, 42, (Ph.D., Michigan State University), Professor of Music and Chairman of the Department of Music, at a salary rate of $41,800 for eleven months, effective September 1, 1982.

15. Division of Nursing

Ms. Alice K. Scales, 41, (M.S.N., University of Texas-Austin), Assistant Professor of Nursing, at a salary rate of $19,000 for 100% time for nine months, effective March 16, 1982.
16. Department of Physics

Mr. Mike Hibbs, 27, (M.S., Stephen F. Austin State University), Lecturer 50% time in Physics, at a salary rate of $2,981 for the Spring Semester, 1982, only.

17. Department of Political Science

Dr. Harry Vincent Hoechten, 58, (D.P.A., Nova University), Lecturer 25% time in Political Science, at a salary rate of $1,750, and 25% time in Applied Arts and Sciences, at a salary rate of $2,516 for the Spring Semester, 1982, only.

18. Department of Secondary Education

Ms. Betty Jane Harrison, 30, (M.Ed., Stephen F. Austin State University), Assistant Instructor in Secondary Education, at a salary rate of $6,800 for 100% time for the Spring Semester, 1982, only.

19. Social Work Program

Mr. James A. Armsworth, 44, (M.S.S.W., Kent School of Social Work), Lecturer 75% time in Social Work, at a salary rate of $7,500 for the Spring Semester, 1982, only.

20. Department of Sociology

Ms. Alyce B. Bunting, 27, (M.A., Stephen F. Austin State University), Assistant Instructor in Sociology, at a salary rate of $6,434 for 100% time for the Spring Semester, 1982, only.

21. Applied Arts and Sciences (Off-Campus)

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

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Time</th>
<th>Location</th>
<th>Salary</th>
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<tr>
<td>Chester Allen</td>
<td>Spring 1982</td>
<td>Longview</td>
<td>$636</td>
</tr>
<tr>
<td>Mary Appleberry</td>
<td>Spring 1982</td>
<td>Center</td>
<td>1,266</td>
</tr>
<tr>
<td>John Austin</td>
<td>Spring 1982</td>
<td>Elkhart</td>
<td>1,312</td>
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<tr>
<td>Duke Brannen</td>
<td>Spring 1982</td>
<td>Longview</td>
<td>1,336</td>
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<td>Timothy Clipson</td>
<td>Spring 1982</td>
<td>Coffield</td>
<td>1,016</td>
</tr>
<tr>
<td>Loyd Collier</td>
<td>Spring 1982</td>
<td>Coffield</td>
<td>1,066</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td>Spring 1982</td>
<td>Wortham</td>
<td>1,451</td>
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<tr>
<td>Donald Gregory</td>
<td>Spring 1982</td>
<td>Coffield</td>
<td>1,066</td>
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<tr>
<td>Patsy Hallman</td>
<td>Spring 1982</td>
<td>Longview</td>
<td>936</td>
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<td>William Heeney</td>
<td>Spring 1982</td>
<td>Longview</td>
<td>1,836</td>
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<td>Harold Hill</td>
<td>Spring 1982</td>
<td>Humble</td>
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<td>Jerry Irons</td>
<td>Spring 1982</td>
<td>Humble</td>
<td>1,440</td>
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<tr>
<td>Johnny Long</td>
<td>Spring 1982</td>
<td>Coffield</td>
<td>2,776</td>
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<tr>
<td>Mary Ella Lowe</td>
<td>Spring 1982</td>
<td>Lufkin</td>
<td>1,240</td>
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Ms. Marthea Jo Turnage, 34, (M.L.S., Texas Woman's University), Librarian I, at a salary rate of $6,250 for 100% time for the Spring Semester, 1982, only.


Mr. Paul Howard Wells, Jr., Assistant Coach at a salary rate of $26,000 for 10.5 months, effective January 1, 1982.

Mr. Francis Leonard Hill, Assistant Coach, at a salary rate of $27,500 for 10.5 months, effective January 1, 1982.

Mr. Clyde Alexander, Assistant Coach, at a salary rate of $25,309 for 10.5 months, effective January 1, 1982.

Mr. Silas Southall, Assistant Coach, at a salary rate of $25,309 for 10.5 months, effective January 1, 1982.

Mr. Stephen Andrew Andrasi, 44, Plumbing Foreman, at a salary rate of $17,675 for twelve months, effective March 15, 1982.
Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the following changes in status be approved:

1. Applied Arts and Sciences

   Ms. Irene Armsworth, Instructor of Applied Studies, from a salary rate of $14,770 for 100% time for nine months to a salary rate of $16,616 for nine months, effective Spring Semester, 1982, only. Ms. Armsworth is teaching one additional class as an overload.

2. Department of Communication

   Dr. James Edward Towns, Associate Professor of Communication, from a salary rate of $25,477 for 100% time in Communication to a salary rate of $26,277 for nine months, effective Spring Semester, 1982, only. Dr. Towns is teaching Sociology 305 as an overload.

   Ms. Fredagin Perry Peppard, Assistant Instructor in Communication, from a salary rate of $3,000 for 50% time to $4,562 for 75% time for the Spring Semester, 1982, only.

3. School of Business

   Dr. Marlin C. Young, Professor of Administrative Services, at a salary rate of $29,741 for 100% time for nine months, to Professor of Administrative Services at a salary rate of $24,748 for 10.5 months and Interim Assistant Dean for the School of Business at a salary rate of $15,402 for 11 months, effective September 1, 1982. Total salary over the eleven-month period is $40,150.

4. School of Forestry

   Dr. Michael S. Fountain, Assistant Professor of Forestry, from a salary rate of $21,938 for 100% time for nine months to a salary rate of $25,678 for nine months, effective Spring Semester, 1982, only. Dr. Fountain is teaching an additional lecture and two field laboratory sections as an overload.

5. Department of Secondary Education

   Ms. Paulette D. Wright, Lecturer in Secondary Education, from a salary rate of $13,336 for 75% time for nine months to a salary rate of $15,336 for 87.5% time for nine months, effective the Spring Semester, 1982, only. Ms. Wright will supervise an additional section of student teachers.

6. Student Affairs

   Mr. Lynn Graves, Assistant Coach from a salary of $18,552 to a salary of $25,309 for 10.5 months, effective January 1, 1982.
Ms. Barbara Chaviers, from Medical Technologist at a salary rate of $14,709 to Chief Clinical Laboratory Scientist at a salary rate of $16,078, effective January 1, 1982.

Ms. Kim Crawford, from Reservation Assistant I at a salary rate of $8,605 to Housing Accounts Manager at a salary rate of $13,600, effective February 2, 1982.

7. Fiscal Affairs

Mr. John Grier, from Plumbing Foreman at a salary rate of $17,675 to Plumber II at a rate of $7.99 per hour.

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

1. Department of Accounting

Dr. Carl Brewer, Assistant Professor of Accounting, effective May 31, 1982. Dr. Brewer has accepted other employment.

2. Department of Agriculture

Dr. Robert Reese Martin, Associate Professor of Agriculture, effective January 8, 1982. Dr. Martin accepted other employment.

Mr. Walter Stephen Woodley, Instructor in Agriculture, effective May 31, 1982. Mr. Woodley resigned in order to remain at Louisiana State University to complete requirements for the Ph.D. degree.

Mr. John Fowler Kirk, Manager of the Beef Farm, effective February 28, 1982. Mr. Kirk has accepted other employment.

3. Department of Elementary Education

Mr. Paul Bryon Beran, Lecturer 25% time in Elementary Education, effective December 18, 1981. Mr. Beran accepted full-time employment elsewhere.

4. School of Forestry

Mr. Patrick R. Bray, Manager of Career Development Services in Forestry, effective February 1, 1982. Mr. Bray accepted other employment.

5. Department of Health and Physical Education

Mr. Tom Essex, Instructor and Athletic Coach, effective March 15, 1982. Mr. Essex is resigning to accept another position.
Mr. Thomas E. Jordan, Instructor and Athletic Coach, effective February 17, 1982. Mr. Jordan has accepted other employment.

6. Department of Management and Marketing

Mr. Jack Richard Raber, Instructor and Placement Coordinator, School of Business, effective March 1, 1982. Mr. Raber accepted other employment.

7. Department of Music


8. Department of Secondary Education

Dr. Robert Lee Brooks, Associate Professor of Secondary Education, effective January 18, 1982. Dr. Brooks entered private business.

9. University Library

Ms. Sally Beaty, Librarian I, effective May 31, 1982. Ms. Beaty resigned to pursue other professional interests.

10. Student Affairs

Mr. Hubbard Campbell, Manager of the University Center Post Office, effective April 1, 1982. Mr. Campbell is resigning for personal reasons.

11. Fiscal Affairs

Mr. Benny Goodman, Manager of Grounds and Transportation, effective February 23, 1982. Mr. Goodman resigned for personal reasons.

82-65
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the following requests for leaves of absence be approved:

1. Department of Art

Mr. Reesman S. Kennedy, Professor of Art, effective September 1, 1982 through December 31, 1982.

Ms. Mary F. McCleary, Associate Professor of Art, effective September 1, 1982 through May 31, 1983.
2. Department of Chemistry

Dr. James M. Garrett, Professor of Chemistry, effective September 1, 1982 through May 31, 1983.

82-66

Upon motion of Regent Bowen, seconded by Regent Jackson, with all members voting aye, it was ordered that the following promotions be awarded:

From Associate Professor to Full Professor:

Dr. James O. Standley, Applied Arts and Sciences
Dr. John H. Lewis, Department of Economics and Finance
Dr. Marlin Young, Department of Administrative Services
Dr. Lawrence Zillmer, Department of Theatre
Dr. James C. Kroll, School of Forestry
Dr. William Brophy, Department of History
Dr. Beverlyanne Robinson, Division of Nursing

From Assistant Professor to Associate Professor

Dr. Margaret Rucker, Department of Home Economics
Dr. Roy Watkins, Department of Agriculture
Dr. James Corbin, Department of Sociology
Dr. David Petty, Department of Sociology
Dr. Donald Gregory, Department of Political Science

From Instructor to Assistant Professor:

Ms. Carolyn Smith, Social Work Program
Mr. Joan Johnston, Division of Nursing
Mr. John Moore, Department of Chemistry

82-67

Upon motion of Regent Wright, seconded by Regent Jackson, with all members voting aye, it was ordered that the following awards of tenure be approved:

Ms. Sharron Graves, Department of Accounting
Dr. Craig A. Wood, Department of Computer Science
Dr. Lynnette Solomon, Department of Economics and Finance
Dr. Kurt Stanberry, Department of Administrative Services
Dr. Mildred Pryor, Department of Management and Marketing
Dr. Roy Watkins, Department of Agriculture
Dr. William Weber, Department of Counseling and Special Educational Programs
Dr. Mary Ella Lowe, Department of Elementary Education
Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the following retirements be approved:

1. Department of Art
   Ms. Emily Hargraves, Assistant Professor of Art, effective May 31, 1982.

2. Department of Chemistry
   Dr. Albert R. Machel, Professor of Chemistry, effective May 31, 1982.

3. Student Affairs
   James Ehrlich, M.D., University Physician, effective February 28, 1982.

Upon motion of Regent Cullum, seconded by Regent Wright, with all members voting aye, it was ordered that the following promotion to Emeritus status be approved:

1. Department of Modern Languages
   Dr. Carl Keul, Ph.D., Professor Emeritus of Modern Languages, effective September 1, 1982.

Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that Dr. Walter Robertson, Professor of Biology, be designated Regents' Professor for Teaching for academic year 1982-83, and that Dr. Dan J. Beaty, Professor of Music, be designated Regents' Professor for Research for academic year 1982-83.

Upon motion of Regent Bowen, seconded by Regent Bryce, with all members voting aye, it was ordered that the amount of each scholarship stipend in the University Scholars Program be increased from $750 to $1,000 annually.
82-72
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that $40,000 of lapsed student property deposits be transferred to the University Scholars Program.

82-73
Upon motion of Regent Wright, seconded by Regent Cullum, with all members voting aye, it was ordered that $30,000 be transferred from lapsed student property deposits to a new student loan fund, which will be administered according to the following guidelines:

1. Loans made from the Student Property Deposit Loan Fund are to be used for school related expenses such as room and board, tuition and fees, books and supplies, etc.

2. Students borrowing from the Student Property Deposit Loan Fund must show satisfactory progress in their previous academic work and have some established means of repaying the loan.

3. Loans made from the Student Property Deposit Loan Fund shall bear a nominal interest rate of 6% per annum with a minimum fee to be assessed equal to the existing short term loan program service fees, be secured by a promissory note from the student to the loan fund, and will require no collateral.

4. The maximum amount loaned to any one student per semester will be $300.00, and the loan must be repaid by the end of the semester in which the loan was made.

82-74
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the proposal for an endorsement in Outdoor Environmental Education be approved.

82-75
Upon motion of Regent Cullum, seconded by Regent Wright, 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. 1015-9300</td>
<td>Dept. of Computer Science</td>
<td>Cost of DS999 Model Computer System under Tex. Instruments Equip. Mtn. Agreement</td>
<td>$ 9,000</td>
</tr>
<tr>
<td>2. 1406</td>
<td>Affirmative Action</td>
<td>Salary for Coordinator of Handicapped Student Act.</td>
<td>3,000</td>
</tr>
</tbody>
</table>

Source of Funds: Education and General Surplus
### Account Details

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. 5615-9300</td>
<td>U. C. Programs</td>
<td>Additional funds for programs and services</td>
<td>$25,000</td>
</tr>
<tr>
<td>4. 5501</td>
<td>Housing</td>
<td>Salary for position of Housing Accounts Mgr.</td>
<td>9,100</td>
</tr>
<tr>
<td>5. 5075</td>
<td>Women's Intercollegiate Athletics</td>
<td>Additional graduate assistant for 1982 Spring Semester</td>
<td>2,200</td>
</tr>
<tr>
<td>6. 5240</td>
<td>Alumni Association</td>
<td>Salary for additional office employee</td>
<td>2,600</td>
</tr>
</tbody>
</table>

Source of Funds: Pledged Property Surplus

---

**82-76**

Upon motion of Regent Wright, seconded by Regent Bowen, with all members voting aye, it was ordered that the 1982 Summer Budget, as submitted under separate cover, be approved.

---

**82-77**

Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the Annual Operating Budget for Fiscal Year 1983, which provides for a total current fund revenue of $42,288,621 and a total current fund expenditure of $41,613,653, be approved as submitted under separate cover.

---

**82-78**

Upon motion of Regent Todd, seconded by Regent Bowen, with all members voting aye, it was ordered that the University be authorized to request appropriations from the 68th Legislature for the following Major Improvement and Repair Items:

1. Renovation of the Forestry Lab Building
2. Renovation of the Griffith Fine Arts Building

---

**82-79**

Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the University be authorized to request appropriations from the 68th Legislature for the following new special items:

1. Instructional capital equipment $400,000
2. "Governor's School" 700,000
3. Academic Assistance Center 210,000
82-80
Upon motion of Regent Bowen, seconded by Regent Cullum, with all members voting aye, it was ordered that Change Order No. 1 to add $12,842 to the contract with T. G. Evans Company for dormitory repairs in Dorm 14, be approved and the Chairman of the Board be authorized to sign the Change Order.

82-81
Upon motion of Regent Cullum, seconded by Regent Wright, with all members voting aye, it was ordered that Change Order No. 2 to add $30,000 to the Contingency Fund in the construction contract with T. G. Evans Company for dormitory repairs, be approved and the Chairman of the Board be authorized to sign the Change Order.

Source of Funds: Auxiliary Enterprise Surplus

82-82
Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to issue a purchase order to East Texas Portable Building Company, Jacksonville, Texas, for $425 per month for the lease of a portable metal building for the Department of Chemistry.

Source of Funds: Education and General Surplus

82-83
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the budget for the Forestry Expansion Project be amended by adding $37,000 for the purchase of loose and movable furnishings and that the University Administration be authorized to seek bids and sign purchase orders for the authorized amount.

Source of Funds: Ad Valorem Tax Proceeds on Hand

82-84
Upon motion of Regent Garner, seconded by Regent Bowen, with all members voting aye, it was ordered that the budget for the Art Studio Project be amended by adding $55,000 for the purchase of loose and movable furnishings and that the University Administration be authorized to seek bids and sign purchase orders for the authorized amount.

Source of Funds: Ad Valorem Tax Proceeds on Hand
Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that the bid of T. G. Evans Company, Nacogdoches, Texas, for $119,245 for the construction of the weight room addition to the Field House be accepted and the Chairman of the Board be authorized to sign the contract contingent upon the approval of the Coordinating Board.

Source of Funds: Unexpended Plant Funds

82-86

Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the University Administration be authorized to issue purchase orders for the Field House Equipment listed below:

1. Free-standing air conditioning units for dressing rooms $11,500.00
2. Football Scoreboard 15,675.00
3. Weight Room Equipment 12,445.00
4. Carpeting for Meeting Room 4,117.69
5. Chalk Boards 3,667.60
6. Video Equipment 4,052.95

Total $51,458.24

Source of Funds: Auxiliary Enterprise Surplus

82-87

Upon motion of Regent Wright, seconded by Regent Jackson, with all members voting aye, it was ordered that the bid of Clifton Construction-Engineering, Incorporated, Nacogdoches, Texas, for $58,000 for the paving of two new parking lots on the south side of the campus be approved, and the University Administration be authorized to issue a purchase order.

Source of Funds: Auxiliary Enterprise Surplus

82-88

Upon motion of Regent Bowen, seconded by Regent Todd, with all members voting aye, it was ordered that the bid of Pineywoods Investment Company, Incorporated, Nacogdoches, Texas, for $11,000.00 for the removal of asbestos in the mechanical room of Residence Hall 12 be approved, and the University Administration be authorized to issue the purchase order.

Source of Funds: Auxiliary Enterprise Surplus
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the bid of Nacogdoches Sheet Metal and Plumbing, Nacogdoches, Texas, for $21,929.00 be approved for the replacement of air handlers and boiler stacks in the East College Cafeteria, and the University Administration be authorized to issue a purchase order.

Source of Funds: Auxiliary Enterprise Surplus

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the bid of MCC Powers, 1311 Regal Row, Dallas, Texas 75247, for $264,517.00 for the Expansion of the Automation System-Phase II be approved, and the Chairman of the Board be authorized to sign the contract, and that the University Administration be given authority to support the project the amount of $35,000.00 from Auxiliary Enterprise Surplus.

Source of Funds: State Appropriation, Federal Grant and Auxiliary Enterprise Surplus
THE AMERICAN INSTITUTE OF ARCHITECTS

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

AGREEMENT

made as of the 20th day of April in the year of Nineteen

Hundred and Eighty-Two

BETWEEN the Owner: Stephen F. Austin State University
Nacogdoches, Texas 75962

and the Contractor: MCC Powers
1311 Regal Row
Dallas, Texas 75247

The Project: Extension of Automation System Phase II
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.

Signed: __________________________

York Avenue, N.W., Washington, D. C. 20006. Reproduction of the material herein or substantial quotation of its provisions
without permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.
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 purchase of automation control devices, supervision, checkout of automation system. The Owner will install the components furnished by the Contractor.

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 one hundred eighty (180 days from date of written notice to proceed).

(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, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($264,517.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$407,405</td>
</tr>
<tr>
<td>Alternate No. 1</td>
<td>- 18,205</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>- 30,992</td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>- 84,691</td>
</tr>
<tr>
<td>Alternate No. 6</td>
<td>- 9,000</td>
</tr>
<tr>
<td><strong>TOTAL CONTRACT AMOUNT</strong></td>
<td><strong>$264,517</strong></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 30th day of the month as follows:

Not later than 30 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.

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.

Luxury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to selection, modification, or other requirements such as written disclosures or waivers.)
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
Instructions to Bidders
Instructions to Bidders (AIA Document A101)
Description of the Work
Base Bid and Alternates
Proposal
Standard Form of Agreement Between Owner & Contractor (AIA Document A101)
Performance Bond
Payment Bond
General & Federal Supplementary Conditions (AIA Documents A201 and A201/SC)
Special Conditions
Wage Rate
Davis-Bacon Act Regulations - Part 5
OMB Circular A102, Section 14 - Contract Provisions
Notice to Employees
Payroll Forms
Section 1A - General Requirements
Information from Bidders
Centralized Data Acquisition Control Monitoring System
Instructions, Acceptance and Guarantee
Point Schedules
Addendum No. 1
Addendum No. 2

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

OWNER
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
Nacogdoches, Texas

CONTRACTOR
MCC POWERS
1311 Regal Row
Dallas, Texas 75247
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, MCC Powers, a Corporation of Dallas, Dallas County, Texas, hereinafter called Principal, and

ST. PAUL FIRE & MARINE INSURANCE COMPANY

State of MINNESOTA, 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, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($264,517.00) 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 20th day of April, A.D. 1982, a copy of which is attached hereto and made a part hereof for the construction of:

Extension of Automation System Phase II
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 20th day of April, A.D. 1982.

ATTEST:

MCC POWERS, A UNIT OF MARK CONTROLS CORP.
Principal

(R) (Principal) Secretary - Assistant

SEAL

Witness as to Principal

4514 North Marmora, Chicago, IL 60630
(Address)

ATTEST:

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety

(Surety) Secretary

Witness as to Surety

Address

PERFORMANCE BOND
2 of 2
KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:


its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION ($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C) of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such 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 TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of January, A.D. 1980.

On this 15th day of December, 1981, before me came the individual who executed the preceding instrument to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

V.C. INNES, Notary Public, Ramsey County, MN
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and Affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIgINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th day of April 1982.

Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-9821 and ask for the Power of Attorney Clerk. Please refer to the above Certificate of Authority No. and the above named individual(s).
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, MCC Powers, a Corporation of Dallas, Dallas County, Texas, hereinafter called Principal, and

ST. PAUL FIRE & MARINE INSURANCE COMPANY

of ST. PAUL, State of MINNESOTA, 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, FIVE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($264,517.00) 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 20th day of April, A.D. 1982, a copy of which is hereto attached and made a part hereof for the construction of:

Extension of Automation System Phase II
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 20th day of April, A.D. 1982.

ATTEST:

MCC POWERS, A UNIT OF MARK CONTROLS CORP.

Principal

BY

R.W. Blodgett

Manager, Contract Administration

(Principal) Secretary - Assistant

SEAL

Witness as to Principal
Maria A. Losacco

4514 North Marmora, Chicago, IL 60630
Address

ATTEST:

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Surety

BY

E.H. Wichmann

Attorney-in-Fact

Countersigned by:

ALEXANDER & ALEXANDER OF TEXAS, INC.

Address

PAYMENT BOND
2 of 2
Upon motion of Regent Cullum, seconded by Regent Bryce, with all members voting aye, it was ordered that the bid of Drew Woods, Incorporated, P. O. Box 488, Carthage, Texas 75633, for $69,955.00 for the Control Valves, Expansion of the Automation System-Phase II, be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: State Appropriation, Federal Grant, and Auxiliary Enterprise Surplus
THE AMERICAN INSTITUTE OF ARCHITECTS

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 20th day of April in the year of Nineteen Eighty-Two

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

and the Contractor: Drew Woods, Inc.
P. O. Box 488
Carthage, Texas 75633

The Project: Control Valves for Extension of Automation System, Phase II
Stephen F. Austin State University

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 purchase and
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

installation of control valves in chilled water systems which will be
connected to an automation system under another contract.

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

one hundred and five (105) days from date of written notice to proceed.
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-Nine Thousand, Nine Hundred Fifty-Five and no/100 Dollars ($69,955.00).

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$91,455.00</td>
</tr>
<tr>
<td>Deduct Alternate No. 1</td>
<td>-21,500.00</td>
</tr>
<tr>
<td>Contract Amount</td>
<td>$69,955.00</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 30th day of the month as follows:

Not later than 30 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.

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.

No interest.

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

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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
Instructions to Bidders
Instructions to Bidders (AIA Document A701)
Description of the Work
Base Bid and Alternates
Proposal
Standard Form of Agreement Between Owner & Contractor (AIA Document A101)
Performance Bond
Payment Bond
General & Federal Supplementary Conditions of the Contract for Construction (AIA Documents A201 and A201/SC)
Special Conditions
Wage Rate
Davis-Bacon Act Regulations - Part 5
OMB Circular A-102, Section 14 - Contract Provisions
Notice to Employees
Payroll Forms
Section 1A - General Requirements
Technical Specifications
Standard Details and Schedules
Building Schedules
Addenda Nos. 1, 2 and 3

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

OWNER
Glenn Justice, Chairman of the Board
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

CONTRACTOR
DAN JONES, VICE PRESIDENT
DREW WOODS, INC.
P. O. Box 488
Carthage, Texas 75633
PERFORMANCE BOND

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Drew Woods, Inc., a Corporation of Carthage, Panola County, Texas, hereinafter called Principal, and Transamerica Insurance Company of Los Angeles, State of California, hereinafter called the Surety, are held and firmly bound unto Stephen F. Austin State University, hereinafter called Owner, in the penal sum of Sixty-Nine Thousand, Nine Hundred Fifty-Five and no/100 dollars ($69,955.00), 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 20th day of April A.D., 1982, a copy of which is attached hereto and made a part hereof for the construction of:

Control Valves for Extension of Automation System, Phase II
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 accompany-
ing 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 pro-
visions 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) counter-
parts, each one of which shall be deemed an original, this the 20th day
of April, A.D. 1982.

ATTEST:

DREW WOODS, INC.
Principal

BY DAN JONES, VICE PRESIDENT

SEAL

Witness as to Principal

P.O. Box 488, CARTHAGE, TEXAS 75633
(Address)

ATTEST:

TRANSAMERICA INSURANCE COMPANY
Surety

BY Michele Prado, Attorney-in-Fact

(Surety) Secretary

Witness as to Surety
P. O. Box 31300
Dallas, Texas 75231
Address

Performance Bond
2 of 2
PAYMENT BOND

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we, Drew Woods, Inc., a Corporation of Carthage, Panola County, Texas, hereinafter called Principal, and _Transamerica Insurance Company_ of Los Angeles, State of California, 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 Sixty-Nine Thousand, Nine Hundred Fifty-Five and no/100 Dollars ($69,955.00) 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 20th day of April, A.D. 1982, a copy of which is hereto attached and made a part hereof for the construction of:

Control Valves for Extension of Automation System, Phase II
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.

Payment Bond
1 of 2
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 20th day of April, A.D. 1982.

ATTEST:

DREW WOODS, INC.
Principal

BY
DAN JONES, VICE PRESIDENT

(Principal) Secretary

SEAL

Witness as to Principal

P.O. Box 488, CARTHAGE, TEXAS 75633
Address

ATTEST:

TRANSAMERICA INSURANCE COMPANY
Surety

BY Michele Prado
Attorney-in-Fact

(Surety) Secretary

Witness as to Surety

P. O. Box 31300
Dallas, Texas 75231
Address

Payment Bond
2 of 2
KNOW ALL MEN BY THESE PRESENTS:

That TRANSAMERICA INSURANCE COMPANY, a corporation of the State of California, does hereby make, constitute and appoint Rudolph Norris, Staci Mannix, Clem F. Lesch, Todd H. Norris or Michele Fredo of Dallas, Dallas County, Texas

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Any and all bonds and undertakings, Unlimited in Amount, for or on behalf of this Company, in its business and in accordance with its Charter, -- - - - - - -

and to bind TRANSAMERICA INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of parties, reinsurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) any Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation’s seal thereto.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

“Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

IN WITNESS WHEREOF, TRANSAMERICA INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 4th day of February , 1982.

By J. W. FLESHMAN, Vice President

State of California ) ss
County of Los Angeles )

On this 4th day of February, 1982, before me personally came J.W. Fleshman to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sierra Madre, State of California; that he is a Vice-President of Transamerica Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.
I, J. H. Tanner, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 20th day of April 1982.

J. H. TANNER, Assistant Vice President
82-92
Upon motion of Regent Wright, seconded by Regent Bowen, with all members voting aye, it was ordered that the University Administration be authorized to issue a purchase order to East Texas Carpets, Nacogdoches, Texas, for $25,482.00 for replacing carpet and floor tiles in certain residence halls.

Source of Funds: Auxiliary Enterprise Surplus

82-93
Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that the University Administration be authorized to issue purchase orders as follows for replacement furnishings in certain residence halls.

Source of Funds: Auxiliary Enterprise Surplus

Group One - Beds

Award to Gem Industries, Gardner, Massachusetts $23,157.40

Other bids: InterRoyal Corp., Plainfield, CT $22,221.00
A. Brandt Co., Inc., Ft. Worth, TX 24,444.00
E & I Cooperative, Inc., Dallas, TX 50,663.80

(The InterRoyal bid is not recommended because of the absence of finishes which will coordinate with the desks and chairs.)

Group Two - Desks and Chairs

Award to A. Brandt Co., Inc., Ft. Worth, Texas $93,170.00

Other bids: InterRoyal Corp., Plainfield, CT $93,211.80
Gem Industries, Inc., Gardner, MA 106,733.00
E & I Cooperative, Inc., Dallas, TX 114,798.20

Group Three - Chairs

Award to Gem Industries, Gardner, Massachusetts $12,419.00

Other bids: InterRoyal Corp., Plainfield, CT $11,184
E & I Cooperative, Inc., Dallas, TX 11,473
A. Brandt Co., Inc., Ft. Worth, TX 12,265

(The high bidder was the only bidder that offered chairs as specified.)

82-94
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the bid of Clifton Construction-Engineering, Incorporated, Nacogdoches, Texas, for $86,842.00 to construct a parking lot that will replace the existing parking lot serving the Library and the McGee Building be approved, and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Fund
ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

For CONSTRUCTION PROJECTS OF LIMITED SCOPE where the Basis of Payment is a STIPULATED SUM

1978 EDITION

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

This document includes abbreviated General Conditions and should not be used with other General Conditions. It has been approved and endorsed by the Associated General Contractors of America.

AGREEMENT

made as of the 20th day of April in the year of Nineteen Eighty-Two.

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

and the Contractor: Clifton Construction-Engineering, Inc.
P.O. Box 1031
Nacogdoches, Texas 75961

the Project: A PARKING LOT,
Instructional Facilities for the School of Science & Mathematics.

the Architect: Wiener, Hill, Morgan, O'Neal & Sutton
4100-A South Medford
Lufkin, Texas 75901

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

1.1 The Contractor shall perform all the Work required by the Contract Documents for
(A please insert the caption descriptive of the Work as used on other Contract Documents.)

A Parking Lot, Instructional Facilities for the School of Science
and Mathematics, Stephen F. Austin State University, Nacogdoches, Texas.

ARTICLE 2
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The Work to be performed under this Contract shall be commenced Immediately

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than

(Sixty (60) Consecutive Calendar Days after "Notice to Proceed").

ARTICLE 3
CONTRACT SUM

3.1 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 $86,842.00******
Eighty-Six Thousand Eight Hundred Forty Two and No/100**************

3.2 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 $86,842.00

Total Bid $86,842.00
ARTICLE 4
PROGRESS PAYMENTS

4.1 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 ten (10) 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.

4.2 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 Segal rate prevailing at the place of the Project.

**Documents.

(Artice laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

ARTICLE 5
FINAL PAYMENT

5.1 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. Final Payment will be made thirty-one (31) days after completion of the work.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

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

1. Agreement dated April 20, 1982
2. Drawings entitled "Parking Areas, Instructional Facilities School of Science and Mathematics Stephen F. Austin State University and dated March 26, 1982."
ARTICLE 7
CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8
ARCHITECT

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

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

8.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will 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.

ARTICLE 9
OWNER

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 10
CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper
10.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

10.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, approve and submit all Shop Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

10.10 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

10.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10.11. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Indemnification obligation under this Paragraph 10.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.11 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11
SUBCONTRACTS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

ARTICLE 12
WORK BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

12.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
and maintained by the Contractor to protect him from claims under workers' compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is the greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 10.11. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.

17.2 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

17.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief.

17.4 Any loss insured under Paragraph 17.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgage clause.

17.5 The Owner shall file a copy of all policies with the Contractor before an exposure to loss may occur.

17.6 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers in favor of the Owner and the Contractor by Subcontractors and Sub-subcontractors.

ARTICLE 18
CHANGES IN THE WORK

18.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Owner and the Architect.

18.2 The Contract Sum and the Contract Time may be changed only by Change Order.

18.3 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

ARTICLE 19
CORRECTION OF WORK

19.1 The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 19 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 20
TERMINATION OF THE CONTRACT

20.1 If the Architect fails to issue a Certificate for Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

20.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof, including compensation for the Architect's additional services made necessary thereby, from the payment then or thereafter due the Contractor or, at his option, and upon certification by the Architect that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.
12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13
MISCELLANEOUS PROVISIONS
13.1 The Contract shall be governed by the law of the place where the Project is located.
13.2 All claims or disputes between the Contractor and the Owner arising out of, or relating to, the Contract Documents 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. Notice of the demand for arbitration shall be filed in writing with the other party to the Owner-Contractor Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. 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. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect or any of his employees or consultants. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

ARTICLE 14
TIME
14.1 All time limits stated in the Contract Documents are of the essence of the Contract. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.
14.2 The Date of Substantial Completion of the Work is the date certified by the Architect when construction is sufficiently complete so that the Owner can occupy or utilize the Work for the use for which it is intended.
14.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Architect determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 15
PAYMENTS AND COMPLETION
15.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.
15.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Owner or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.
15.3 When the Architect agrees that the Work is substantially complete, he will issue a Certificate of Substantial Completion.
15.4 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
15.5 The making of final payments shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 16
PROTECTION OF PERSONS AND PROPERTY
16.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 10.11.

ARTICLE 17
INSURANCE
17.1 Contractor's liability insurance shall be purchased...
ARTICLE 21
OTHER CONDITIONS OR PROVISIONS

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

OWNER
Board of Regents of
Stephen F. Austin State University

By: Peggy Wright, Chairman
Glenn Justice, Chairman of the Board

CONTRACTOR
Clifton Construction-Engineering, Inc.
P.O. Box 1031; Nacogdoches, Texas

By: Mark Clifton, President
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)
Clifton Construction-Engineering, Inc.
of (2) Nacogdoches, Texas hereinafter called
Principal and (3) United States Fidelity & Guaranty
of Dallas State of Texas,
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
Eighty-Six Thousand Eight Hundred Forty-Two and no/100
Dollars ($86,842.00), 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 20th day of April, A. D., 1982, a copy
of which is attached hereto and made a part hereof for the construction of:

Parking Lot, Math and Science Building

(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 six counterparts, each one of which shall be deemed an original, this the 20th day of April, A. D. 1982.

ATTEST:

Clifton Construction-Engineering, Inc.

By

Mark Clifton - President

(Principal) Secretary

SEAL

Witness as to Principal

R+6 Box 1010

(Address) Nacogdoches, TX
ATTEST:

United States Fidelity & Guaranty
Surety

BY:  
Attorney-in-Fact Gary Willis

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY:  
Assistant Attorney General

(Surety) Secretary

Witness as to Surety

212 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 of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
PAYMENT BOND

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

THE STATE OF Texas

COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That we (1) Clifton Construction-Engineering, Inc.

a (2) Corporation

of Nacogdoches, Texas

hereinafter called Principal and (3) United States Fidelity & Guaranty

of Dallas, State of Texas 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 Eighty-Six Thousand Eight Hundred Forty-Two and no/100----DOLLARS ($ 86,842.00 ) 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 20th day of April, A. D. 1982, a copy of which is hereto attached and made a part hereof for the construction of:

Parking Lot, Math and Science Building
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 provided 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 20th day of April, A. D., 1982.

ATTEST:

Clifton Construction-Engineering, Inc.
Principal

(Principal) Secretary

BY

Witness as to Principal

Address

Nacogdoches, TX
ATTEST:

(Surety) Secretary

Witness as to Surety

212 Greenwood, Nacogdoches, Texas
Address

United States Fidelity & Guaranty
Surety

BY: Gary Willis
Attorney-in-Fact

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

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 of Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Gary Willis

of the City of Nacogdoches, State of Texas, its true and lawful attorney in and for the State of Texas, for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Gary Willis may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 7th day of July, A.D. 1978.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) James D. Rector

Vice-President.

(SEAL)

(Signed) W. B. M. Hingeley

Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY,

On this 7th day of July, A.D. 1978, before me personally came James D. Rector, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and W. B. M. Hingeley, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said James D. Rector and W. B. M. Hingeley were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A.D. 19...

(SEAL)

(Signed) Margaret M. Hurst

Notary Public.

STATE OF MARYLAND,
BALTIMORE CITY,

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verify the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 7th day of July, A.D. 1978.

(SEAL)

(Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.
COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Theodore G. Parks, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Gary Willis

of Nacogdoches, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 4/20/82.

(Date)

Theodore G. Parks
Assistant Secretary.
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

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<th>COMPANY LETTER</th>
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<th>EXP. LIMITS</th>
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Limits of Liability in Thousands (000)

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<th>LIMITS OF LIABILITY</th>
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<td>AUTOMOBILE LIABILITY</td>
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<tr>
<td>EXCESS LIABILITY</td>
<td>$100, $100,</td>
</tr>
</tbody>
</table>

Cancellation: Should any of the above described policies be cancelled before the expiration date therefor, the issuing company will endeavor to mail 10 days notice to the holder named certificate holder. But failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Stephen F. Austin State University
P. O. Box 6108
Nacogdoches, Texas 75961

Green Insurance Agency
P. O. Box 1031
Nacogdoches, Texas 75961

4/20/82
82-95
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that the Resolution of Appreciation to Mrs. Tom Wright be approved, as follows: (See next page.)

Meeting adjourned at 11:00 a.m.
RESOLUTION OF APPRECIATION

WHEREAS Mrs. Tom Wright, nee Peggy Wedgeworth, distinguished herself as a student of music at Stephen F. Austin State Teachers College, now State University;

WHEREAS, following her graduation and through the years, Mrs. Wright supported the University loyally and selflessly, providing leadership and funds, part of which now support the annual Wedgeworth lectures;

WHEREAS, in January of 1974, Mrs. Wright was appointed to the SFASU Board of Regents to fill the unexpired term of the late Douglas Bergman and then was reappointed in January 1977 to a full term;

WHEREAS, as a Board member, Mrs. Wright has served on such committees as Academic and Student Affairs, the Executive, the Finance, and the Building-naming, bringing to the work of each committee, as well as to the Board, dedication and energy and resourcefulness;

WHEREAS, in April 1980, Mrs. Wright was elected Chairman of the Board and then re-elected in April 1981;

WHEREAS, as Chairman, she has provided even more distinguished leadership to the University; and

WHEREAS, Mrs. Wright's term as Chairman expires in April 1982;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University in meeting assembled this twentieth day of April, 1982, that appreciation be expressed to Mrs. Wright for her service as a Regent and as Chairman of the Board and that best wishes be extended to her as she continues to serve as a member of the Board; and

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

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Ted Bowen, Vice Chairman

Homer Bryce

Mrs. George P. Cullum, Jr.

Fletcher Garner

Mrs. George P. Cullum, Jr.
Attest:

Baker Pattillo, Secretary to the Board

Larry Jackson
Glenn Justice
R. E. Samuel, Jr.
Walter C. Todd