<table>
<thead>
<tr>
<th>Index</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>82-96</td>
<td>Election of Chairman Pro Tem</td>
<td>2</td>
</tr>
<tr>
<td>82-97</td>
<td>Approval of Contract with T. G. Evans Company for Chemistry Building Renovation &amp; Addition</td>
<td>2</td>
</tr>
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<td>82-98</td>
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</tr>
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<td>Approval of Contract with Schaumburg &amp; Polk, Inc. on Sanitary Sewerage System Improvements</td>
<td>25</td>
</tr>
<tr>
<td>82-100</td>
<td>Appointment of Mr. Don L. Henry to the Position of Vice President for Administrative and Fiscal Affairs</td>
<td>32</td>
</tr>
</tbody>
</table>

Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
Held in Dallas, Texas

June 11, 1982
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN DALLAS, TEXAS

June 11, 1982

The meeting was called to order by Mrs. Tom Wright, Chairman Pro Tem, at 1:30 p.m. June 11, 1982, at the Dallas Hilton Inn, Dallas, Texas.

REGENTS -

PRESENT:  Mrs. Tom Wright of Nacogdoches
      Mr. Walter Todd of Dallas
      Mr. Fletcher Garner of Bridge City
      Mrs. Kathleen Cullum of Dallas
      Mr. Larry Jackson of Plano

ABSENT:  Mr. Glenn Justice of Dallas
       Mr. Ted Bowen of Houston
       Mr. R. E. Samuel, Jr., of Madisonville
       Mr. Homer Bryce of Henderson

STAFF -

PRESENT:  Dr. William R. Johnson, President of the University
       Dr. Baker Pattillo, Vice President for Student Affairs
       Dr. Edwin Gaston, Vice President for Academic Affairs
       Mr. Robert Provan, Legal Counsel

VISITORS -

PRESENT:  Mr. Wilbur Kent (Kent-Marsellos-Scott, Architects)
       Mr. Floyd Marsellos (Kent-Marsellos-Scott, Architects)
       Mr. George Cullum of Dallas
Upon motion of Regent Cullum, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Wright be elected as Chairman Pro Tem.

Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the bid of T. G. Evans Company for $1,809,183.00, for the renovation of the Chemistry Building, be approved and the Chairman Pro Tem be authorized to sign the contract.

Source of Funds: 67th Legislative Appropriation
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Eleventh day of June in the year of Nineteen Hundred and Eighty Two

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

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

THE PROJECT: CHEMISTRY BUILDING ADDITIONS AND RENOVATIONS
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

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

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

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for CHEMISTRY BUILDING ADDITIONS AND RENOVATIONS STEPHEN F. AUSTIN STATE UNIVERSITY NACOGDOCHES, TEXAS

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than AUGUST 15, 1983.
The Contractor further agrees to pay as liquidated damages the sum of FIVE HUNDRED DOLLARS ($500.00) per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of ONE MILLION EIGHT HUNDRED NINE THOUSAND, ONE HUNDRED EIGHTY THREE AND NO/100 DOLLARS ($1,809,183.00) out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from Special Legislative Appropriation.

The Contract Sum is determined as follows:

BASE BID $1,809,183.00

ARTICLE 5

PROGRESS PAYMENTS

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

**ARTICLE 6**

**FINAL PAYMENT**

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

**ARTICLE 7**

**MISCELLANEOUS PROVISIONS**

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

Drawings and Specifications entitled "CHEMISTRY BUILDING, ADDITIONS
AND RENOVATIONS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES,
TEXAS"

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

1. Addendum No. 1, dated May 20, 1982 Pages 1-4 incl.
   Addendum No. 2, dated May 25, 1982 Page 1
   Addendum No. 3, dated June 2, 1982 Pages 1-6 incl. & Detail Sheet
   M.30.0 Drawing Sheet 2 rev. 6-1-82
   Addendum No. 4, dated June 4, 1982 Pages 1-3
   Addendum No. 5, dated June 4, 1982 Page 1

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

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

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

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

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

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

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

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

a) Compensation and Employer's Liability Insurance:

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

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

c) Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

d) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General
Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

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

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

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

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

7. **Builder's Risk Insurance**: The Owner shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.6 of Specifications on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.
The Owner will purchase and maintain such Steam Boiler Insurance as may be required by the Contract Documents or by law. This insurance shall include the interest of the Owner, the Contractor and Subcontractors as their interests appear.

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$487,183.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$1,320,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,809,183.00</strong></td>
</tr>
</tbody>
</table>

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

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By [Signature] Chairman

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

Address

SEAL

READ AND EXAMINED:

[Signature]

Board of Regents, Stephen F. Austin State University

Secretary

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity & Guaranty Company of Baltimore State of Maryland, hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, hereinafter called Owner, in the penal sum of (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 11th day of June, A.D., 1982, a copy of which is attached hereto and made a part hereof for the construction of: Chemistry Building Additions and Renovations
(Herein called the "Work").

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

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

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

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

11th day of June, A.D., 1982.

ATTEST:

T. G. Evans DBA T. G. Evans Company
Principal

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

United States Fidelity and Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Address

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

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) T. G. Evans DBA T. G. Evans Company

a (2) Individual

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity & Guaranty of Baltimore, Maryland hereinafter called the Surety,

are held and firmly bound unto (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of One Million Eight Hundred Nine Thousand One Hundred Eighty-Three Dollars ($ 1,809,183.00) 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 _11th_ day of _June_, A. D., 1982.

a copy of which is hereto attached and made a part hereof for the construction of: Chemistry Building Additions and Renovations

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

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

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

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 11th day of June, A.D., 1982.

ATTEST:

T. G. Evans DBA T. G. Evans Company
Principal

By

(Principal) Secretary

SEAL

Philip E. Maher
Witness as to Principal

Address

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

(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend or alter the coverage afforded by the policies listed below.

<table>
<thead>
<tr>
<th>Name and Address of Insured</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>T. G. Evans DBA T. G. Evans Company</td>
<td></td>
</tr>
<tr>
<td>Nacogdoches, Texas</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Covering (Project Name and Location)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemistry Building Additions and Renovations</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Insured</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen F. Austin State University</td>
<td></td>
</tr>
<tr>
<td>Nacogdoches, Texas 75961</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANIES AFFORDING COVERAGE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A National Surety Insurance Company</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td></td>
</tr>
</tbody>
</table>

This is to certify that the following described policies, subject to their terms, conditions and exclusions, have been issued to the above named insured and are in force at this time.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>CO. CODE</th>
<th>POLICY NUMBER</th>
<th>EXPIRATION DATE</th>
<th>LIMITS OF LIABILITY IN THOUSANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>1. (a) Workers' Compensation</td>
<td>WC2628816</td>
<td></td>
<td>5-1-82</td>
<td></td>
</tr>
<tr>
<td>(b) Employer's Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Comprehensive General</td>
<td>LC316562</td>
<td></td>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>Liability including:</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td>Premises - Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Contractors</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Products and Completed Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broad Form Property Damage</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td>Contractual Liability</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage</td>
</tr>
<tr>
<td>Explosion and Collapse Hazard</td>
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<td></td>
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</tr>
<tr>
<td>Underground Hazard</td>
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<td></td>
</tr>
<tr>
<td>Personal Injury with Employment Exclusion Deleted</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 3. Comprehensive Automobile Liability  | LC316562 |               |                 | Bodily Injury    | $                     |
|                                        |          |               |                 | (Each Person)    | $                     |
|                                        |          |               |                 | Bodily Injury    | $                     |
|                                        |          |               |                 | (Each Accident)  | $                     |
|                                        |          |               |                 | Property Damage  | $                     |
|                                        |          |               |                 |                 | $                     |
|                                        |          |               |                 | Bodily Injury    | $                     |
|                                        |          |               |                 | and Property     | $                     |
|                                        |          |               |                 | Damage Combined  | $                     |
|                                        |          |               |                 |                 | $                     |
| 4. Excess Liability                   |          |               |                 | Bodily Injury    | $                     |
|                                        |          |               |                 | and Property     | $                     |
|                                        |          |               |                 | Damage Combined  | $                     |
|                                        |          |               |                 |                 | $                     |
| 5. Other (Specify)                     |          |               |                 |                 | $                     |

1. Products and Completed Operations coverage will be maintained for a minimum period of ☐ 1 ☐ 2 year(s) after final payment.

2. Has each of the above listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal? ☐ Yes ☐ No

CERTIFICATION

I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverages afforded under the policies listed above will not be cancelled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

GREEN INSURANCE AGENCY

Name of Issuing Agency
NACOGDOCHES, TEXAS 75961

Address

Signature of Authorized Representative

Date of Issue
6-11-82
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that Change Order No. 3 on the contract with T. G. Evans Company for bathroom repairs in Residence Hall No. 14 be approved, for a maximum of $56,126.00, and that the Chairman Pro Tem be authorized to sign the Change Order.

Source of Funds: Pledged Property Surplus
CHANGE ORDER
AIA DOCUMENT G701

PROJECT: Dormitory Repairs 1981
(name, address) Stephen F. Austin State University

TO (Contractor):

T. G. Evans Company
P. O. Box 763
Nacogdoches, Texas 75961

CHANGE ORDER NUMBER: THREE
INITIATION DATE: 6/11/82
ARCHITECT'S PROJECT NO: 4211
CONTRACT FOR: General Contract Work - Dormitory Repairs 1981

You are directed to make the following changes in this Contract:

See Attached ----------  Add (+)  $56,126.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was ........................................ $ 442,049.00
Net change by previously authorized Change Orders ........................................................ $ 42,842.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was ................. $ 484,891.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order ................................................................. $ 56,126.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be .... $ 541,017.00
The Contract Time will be (increased) (decreased) (unchanged) by ........................................

The Date of Substantial Completion as of the date of this Change Order therefore is

Kent-Marsellos-Scott, Architects
Address
Lufkin, Texas 75901

By
DATE 6-11-82

T. G. Evans Company
Address
Nacogdoches, Texas 75961

By
DATE 6-11-82

Authorized:
Stephen F. Austin State Universi
Owner
P. O. Box 6078
Address
Nacogdoches, Texas 75962

By
DATE 6-11-82
June 11, 1982

T. G. Evans Company  
P. O. Box 763  
Nacogdoches, Texas 75961

Re: Dormitory Repairs 1981
Stephen F. Austin State University

Dear Sirs:

Proceed with the balance of modification #8, wherein you are to install the same type of waterproofing and repairs to the bathrooms on the first and second floors on the south end of Dormitory 14 and the first, second, third and fourth floors on the north end of Dormitory 14; the same work you did on the third and fourth floors of the south end of Dormitory 14.

The work consists briefly of the following:

At the end of the bathroom next to the adjoining bedroom do the following:

1.) Remove mortar from the back of the wall; install three plies of fiberglass fabric and three coats of 1/8" thick asbestile waterproofing on the wall. This is on the bedroom side of the wall.

2.) Install the same waterproofing on the bathroom side of the wall. This wall separates the shower from the bedroom.

3.) Cut the floor back 12" and tie the Chloraloy pan to the floor and at the existing glazed tile wall and lap the wall waterproofing 6" over the pan.

4.) Leave a space in front of the waterproofing and install galvanized metal lath and channels on the bathroom side of this wall; with 3/4" masonry cement plaster on the lath and 4-1/4" x 4-1/4" ceramic tile over the plaster.
5.) Cut out the joints in the existing glazed tile to a depth of 1/4" to 3/8" to receive grout. Do this on both sides of bathroom walls; covering all tile joints up to the top of the tile course which has soap dishes in it. Grout these joints with Thoroseal mortar. Mix according to the manufacturer's specifications. Leave a smooth, tooled, slick surface on the joints when finished.

6.) Regrout the floor and replace tile where it is missing.

7.) On the bedroom side of the wall, adjoining the showers, install a copper gutter and copper pipe drain to catch any water which might possibly penetrate the wall and let it drain down through the floor.

8.) On the bedroom side of the wall, adjoining the bathroom, (leaving a space for the gutter and waterproofing), install 20 gage 2" galv. steel channels 12" o.c. and track, and over it apply two 5/8" thicknesses of W. R. type sheetrock. Reinstall plywood wainscot in this bedroom. Reset and reinstall shelves, desk and chests to put the rooms into the original condition.

9.) Replace electrical outlets. The Owner will do painting and taping of sheetrock and patch floor covering.

Repair eight (8) bedrooms. Remove Desk, Cabinet, Plywood, Electrical and Plaster wall North End and South End.

Install - Desk, Cabinet, Plywood, Electrical and two plies of water resistant sheetrock and 20 ga. galvanized 2" studs 12" o.c. and track.

This does not have any painting of taping of sheetrock, no floor covering.

The above figures are in addition to the $12,842.00 previously authorized for you to do.

It is our understanding that this is a budget figure which will be authorized and that you are to do the work on a cost plus basis just as you did the original work.
T. G. Evans Company
Nacogdoches, Texas

June 11, 1982

Total cost to the owner is to be. $56,126.00

Very truly yours,

WILBUR KENT

WK:ee
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the firm of Schaumburg & Polk, Inc., of Beaumont, Texas, be retained to plan repairs to certain sanitary sewer lines, and that the Chairman Pro Tem be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Funds
STATE OF TEXAS
COUNTY OF NACOGDOCHES

AGREEMENT FOR ENGINEERING SERVICES

MADE AND ENTERED INTO this 11 day of June, 1982, by and between Stephen F. Austin State University, hereinafter called the "OWNER", and Schaumburg 
& Polk, Inc., hereinafter called the "ENGINEER".

WHEREAS, OWNER intends to construct a general program of sanitary sewerage system improvements to include rehabilitation, modification and upgrading of the University's Sanitary Sewerage System as previously described in the Sewer System Evaluation Survey dated June, 1977, said described improvements being hereinafter called the "PROJECT", now therefore OWNER and ENGINEER hereby agree to the following conditions and requirements in regard to OWNER'S and ENGINEER'S responsibilities.

I

EMPLOYMENT OF ENGINEER

The OWNER agrees to the employment of the ENGINEER and the ENGINEER agrees to perform engineering services in connection with the PROJECT as stated in the following sections, and for having rendered such services, the OWNER agrees to pay the ENGINEER compensation as provided in the following sections.

II

CHARACTER AND EXTENT OF SERVICES

The ENGINEER shall render the following professional services during the various phases in the development of the PROJECT:

A. Basic Design Services

1. Establish the scope, and advise the Owner of any soil and foundation investigations or field surveys, special testing
or other special services which, in the opinion of the ENGINEER, may be required for the proper execution of the PROJECT; and arrange with the OWNER for the conduct of such investigations, tests, field surveys or special services.

2. Prepare detailed specifications and contract drawings, in pencil on paper, for construction authorized by the OWNER. These designs shall combine the application of sound engineering principles with economy.

3. Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding. The ENGINEER shall not be required to guarantee the accuracy of these estimates.

4. Furnish to the OWNER a reproducible copy of approved plans and three (3) copies of plans, specifications, Notice to Bidders, and proposals.

5. Perform surveys to collect information required for design.

B. Bidding or Negotiating Phase

1. Assist the OWNER in advertisement of the PROJECT for bidding;

2. Furnish plans and specifications for each phase of the PROJECT to bidders, suppliers, etc. . . . ;

3. Announce and superintend a pre-bid conference for the purpose of explaining drawings and specifications to prospective bidders;

4. Issue addenda as required;

5. Evaluate manufacturer's submittals on "or equal" equipment;

6. Attend bid opening;

7. Prepare bid tabulation and analyse bids;
8. Prepare letter of recommendation on bids;
9. Prepare formal contract documents;
10. Review construction schedule proposed by Contractor;
11. Conduct preconstruction conference with Contractor and OWNER.

C. Construction Phase

1. Prepare elementary sketches and supplementary sketches required to resolve actual field conditions;
2. Check detailed construction drawings and shop and erection drawings submitted by Contractor for compliance with design concept;
3. Review laboratory, shop and mill test reports on material and equipment;
4. Issue change orders;
5. Make periodic visits to the site. These periodic visits are distinguished from the continuous services of a Resident Project Representative and are made by the ENGINEER to observe the progress and quality of work as expected and to verify that all work is proceeding in accordance with contract documents;
6. Provide (review) "as-built" plans;
7. Conduct final inspection and report on the completed project;
8. Perform field staking of project for construction;

III

NOTICE TO PROCEED

No professional services of any nature shall be undertaken by the ENGINEER under this Agreement until a written "Notice to Proceed" is issued by the OWNER.
IV
PERIOD OF SERVICE

This Agreement shall be effective upon execution of the OWNER and the ENGINEER, and shall remain in force until completion of the "PROJECT". It is anticipated that design and construction of the PROJECT shall be completed within six (6) months after authorization to proceed.

Upon written request of the ENGINEER to the OWNER, time extensions will be allowed to the extent of any delays caused by factors beyond the control of the ENGINEER or by the OWNER or other agencies with whom the work must be coordinated.

V
COORDINATION WITH THE OWNER

The ENGINEER shall hold periodic conferences with the OWNER, or its representatives, to the end that the PROJECT, as perfected, shall have full benefit of the OWNER'S experience and knowledge of existing needs and facilities and be consistent with its current policies and construction standards. To implement this coordination, the OWNER shall make available to the ENGINEER for use in planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and the PROJECT.

VI
THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the ENGINEER, the OWNER shall pay, and the ENGINEER shall receive the compensation hereinafter set forth for the services described in Section II. All remittances by OWNER of such compensation shall be either mailed or delivered to ENGINEER'S OFFICE in Beaumont, Jefferson County, Texas.

For the services of the ENGINEER'S staff, the charge will be the
"Salary Cost" of each employee so engaged times a multiplier. This multiplier shall be 2.47 for all employees. "Salary Cost" is defined as the cost of salaries (total hours worked times the employee's rate of pay on an hourly basis) of the ENGINEER'S employees, principals, and associates for time directly chargeable to the PROJECT. For any overtime, the overtime premium will be charged only because of the OWNER'S requirements, and upon his specific authorization.

ENGINEER will invoice the OWNER monthly for services performed. The total maximum fee for services performed in connection with the PROJECT shall not exceed $24,800.00. Owner agrees to promptly pay ENGINEER the full amount of each such invoice upon receipt. A charge calculated at the maximum legal rate will be added to the unpaid balance of invoices not paid within 60 days after date of invoice. Final payment for such services shall be due upon completion of those services.

VII

ADDRESS OF NOTICES AND COMMUNICATIONS

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

Schaumburg & Polk, Inc.
8865 College Street
Beaumont, Texas 77707

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

Stephen F. Austin State University
P. O. Box 13031, SFA Station
Nacogdoches, Texas 75962

VIII

SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not
control the meaning of any section or in any way determine it's interpretation or applications.

IX

SUCCESSORS AND ASSIGNMENTS

The OWNER and the ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

EXECUTED in two counterparts, each of which is an original, on behalf of ENGINEER by the President or Vice President shown below, and on behalf of OWNER by their authorized representative this 11 day of June, 1982.

ACCEPTED:
STEPHEN F. AUSTIN STATE UNIVERSITY

/s/ Peggy W. Wright, Ch. Pro Tem
Glenn Justice, Chairman of the Board

Date June 11, 1982

PROPOSED:
SCHAUMBURG & POLK, INC.
CONSULTING ENGINEERS

/s/ John T. Polk
John T. Polk, Pres.

Date 6/9/82

ATTEST:

/s/ Baker Pattillo
Baker Pattillo, Secretary to the Board

Date June 11, 1982

ATTEST:

/s/ George J. Schaumburg, Jr.
George J. Schaumburg, Jr.
Secretary

Date 6/9/82
Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that Mr. Don L. Henry be appointed to the position of Vice President for Administrative and Fiscal Affairs, effective August 1, 1982, at a salary rate of $54,000.00 for twelve (12) months.

Meeting adjourned at 2:00 p.m.