Stephen F. Austin State University

MINUTES OF THE BOARD OF REGENTS

Huxley Bay, Texas

July 20, 1982
Volume 60
INDEX

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

July 20, 1982

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The meeting was called to order by Mr. Glenn Justice, Chairman of the Board of Regents, at 9:00 a.m. July 20, 1982.

REGENTS -

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

ABSENT: Mr. Ted Bowen of Houston
Mrs. George Cullum, Jr. 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. Robert Provan, Legal Counsel
Mr. Clyde Carman, Director of Development
Ms. Lucy Stringer, Executive Secretary to the President

VISITORS - Dr. Joseph A. Devine, Chairman of the Faculty Senate
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the minutes of the meeting of April 20, 1982, be approved.

Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the minutes of the meeting of June 11, 1982, be approved.

Upon motion of Regent Garner, seconded by Regent Wright, with all members voting aye, it was ordered that the following summer appointments be approved.

1. Department of Accounting

   Mr. Joseph William Thatcher, Instructor (50% time) in Accounting, at a salary rate of $1,433 for Summer I, 1982.

2. Department of Computer Science

   Dr. Camille C. Price, Assistant Professor (100% time) in Computer Science at a salary rate of $5,112 from June 1 through July 31, 1982.

   Dr. Harold D. Camp, Assistant Professor (100% time) in Computer Science at a salary rate of $4,000 for Summer II, 1982.

3. Criminal Justice Program

   Mr. Patrick A. Mueller, 40, (J.D., University of Houston), Lecturer (50% time) in Criminal Justice, at a salary rate of $1,500 for Summer I, 1982.

4. Economics and Finance

   Dr. John H. Lewis, Associate Professor (50% time) in Economics and Finance, at a salary rate of $2,190 for Summer I, 1982.

   Dr. Weldon Smith, Associate Professor in Economics and Finance, at a salary of $1,022 from July 12, 1982 to August 6, 1982, for alternate duty for analysis of University insurance.

5. English and Philosophy

   Dr. William R. Cozart, Associate Professor of English, at a salary rate of $4,408 for 100% time for Summer I and $2,204 for 50% time for Summer II, 1982. Dr. Cozart's summer appointment was inadvertently omitted from the printed summer budget.
Ms. Mary R. Devine, Lecturer (50% time) in English, at a salary rate of $1,625.00 for Summer I, 1982.

Dr. James E. Magruder, Assistant Professor (50% time) in English, at a salary rate of $1,811 for Summer I, 1982.

6. Department of History

Dr. Tom Nall, Associate Professor (50% time) in History, at a salary rate of $2,250 for Summer I, 1982.

7. Department of Home Economics

Dr. Patsy J. Hallman, Associate Professor (100% time) of Home Economics, at a salary rate of $4,332 for Summer I, 1982. Dr. Hallman will serve as Vocational Teacher Trainer.

Ms. Sally Ann Hegland, Lecturer (50% time) in Home Economics, at a salary rate of $1,230 for Summer II, 1982.

Ms. Marjorie M. Nauman, Instructor (50% time) in Home Economics, at a salary rate of $1,375 for Summer II, 1982.

8. Department of Management and Marketing

Ms. Marlene C. Kahla, Instructor (50% time) in Management and Marketing, at a salary rate of $1,480 for Summer II, 1982.

9. Department of Modern Languages

Dr. Albert Mack Taylor, 40, (Ed.D., University of Houston), Lecturer (50% time) in Modern Languages, at a salary rate of $600 for Summer I, 1982.

10. Department of Music

Mr. David L. Kennedy, Lecturer (50% time) in Music, at a salary rate of $1,500 for Summer II, 1982.

Mr. Donald V. Lawler, 42, (M.F.A., Stephen F. Austin State University), Lecturer (50% time) in Music, at a salary rate of $1,050 for Summer I, 1982.

11. Department of Physics

Mr. Michael F. Hibbs, Lecturer (50% time) in Physics, at a salary rate of $994 for Summer I, 1982.

Mr. Edward J. Michaels, Jr., 24, (M.S., Stephen F. Austin State University), Lecturer (50% time) in Physics, at a salary rate of $1,000 for Summer I, 1982.
12. Department of Secondary Education

Mr. Charles R. Bradbury, 38, (M.Ed., Stephen F. Austin State University), Lecturer (50% time) in Secondary Education, at a salary rate of $2,000 for Summer I, 1982.

Dr. Allan G. Cannon, Lecturer (50% time) in Secondary Education, at a salary rate of $1,500 for Summer I, 1982.

Dr. Malcolm Rector, Lecturer (50% time) in Secondary Education, at a salary rate of $1,500 for Summer I, 1982.

13. Department of Theatre

Ms. Sallie B. Laurie, 35, (M.F.A., Trinity University), Lecturer (50% time) in Theatre, at a salary rate of $750 for Summer I, 1982.

Ms. Shirley R. Watterston, Lecturer (50% time) in Theatre, at a salary rate of $750 for Summer I, 1982.

14. University Library

Mr. Donald H. Richter, Librarian III (100% time) at a salary rate of $3,058 for Summer I, 1982.

Ms. Marthea Jo Turnage, Interim Librarian I (100% time), at a salary rate of $2,083 for Summer I, 1982.

15. Applied Arts and Sciences

The following faculty have been appointed to teach off-campus for Summer I, 1982, at the designated place, and for the salary indicated:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Place</th>
<th>Salary</th>
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<tr>
<td>Molly Appleberry</td>
<td>Humble</td>
<td>$ 740</td>
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<tr>
<td>John Austin</td>
<td>Longview/Humble</td>
<td>1,126</td>
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<tr>
<td>James Bowman</td>
<td>Coffield</td>
<td>766</td>
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<tr>
<td>Duke Brannen</td>
<td>Ekhart</td>
<td>612</td>
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<tr>
<td>Thomas Callaway</td>
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<tr>
<td>Ronald Claunch</td>
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<tr>
<td>James C. Dennis</td>
<td>Longview</td>
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<tr>
<td>Raymond Eastman</td>
<td>Coffield</td>
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<tr>
<td>Ralph Eddins</td>
<td>Humble</td>
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<tr>
<td>Charles Gardner</td>
<td>Coffield</td>
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<tr>
<td>Patsy Hallman</td>
<td>Longview</td>
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<tr>
<td>William Heeney</td>
<td>Ekhart/Jasper</td>
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<tr>
<td>Mary Ella Lowe</td>
<td>Humble</td>
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<td>Samir Maamary</td>
<td>Humble</td>
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<tr>
<td>Norman Markworth</td>
<td>Longview/Humble</td>
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<tr>
<td>Morgan Moses</td>
<td>Longview</td>
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<tr>
<td>Milton Payne</td>
<td>Longview</td>
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Upon motion of Regent Samuel, seconded by Regent Todd, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of English and Philosophy

   Dr. Francis E. Abernethy, Professor of English, from 100% time at $5,760 to 50% time at $2,880 for Summer I, 1982.

   Dr. Terry Joe Box, Associate Professor of English, from 100% time at $3,997 for Summer I to add 50% time for Summer II at a salary rate of $1,998 for a total summer salary of $5,995.

   Mr. Harry D. Dawson, Associate Professor of English, from 100% Summer I only to 100% Summer I at $3,942 and 50% Summer II at $1,971 for a total summer salary of $5,913.

   Mr. Wilbert Love, Jr., Lecturer in English and Assistant to the Dean of Liberal Arts, from 75% time summer appointment in the Dean's Office at $4,154 to add Lectureship (25% time) in English for a total summer salary of $5,539.

   Dr. Fred Rodewald, Professor of English and Interim Assistant Graduate Dean, from 100% time in English for Summer I to 50% time in English and 50% time in the Graduate Office at $4,981 and 50% time in the Graduate Office for Summer II. His total summer salary will be $7,472.

   Mr. Ira Jarrell Richman, Assistant Professor of English, from 50% time Summer I at $1,715 to 100% time Summer II at $3,431.

   Dr. Leon Schultz, Assistant Professor of English, from 100% time for Summer I at $3,197 to add 50% time for Summer II at $1,598 for a total summer salary of $4,795.

   Mr. Robert Lane Verner, Assistant Professor of English, from 100% time for Summer II at $3,363 to 50% time for Summer I only at $1,681.

2. Department of Health and Physical Education

   Dr. June Irwin, Professor of Health and Physical Education, from 100% time for Summer II at $5,510 to 100% time for Summer I and Summer II for a total summer salary of $11,020.
3. Department of History

   Dr. Jere L. Jackson, Associate Professor History, from 100% time at $3,838 to 50% time at $1,919 for Summer I.

4. Department of Home Economics

   Ms. Linda Freiman, Instructor in Home Economics, from 50% time to 100% time for Summer II at a salary of $2,828.

   Ms. Ethelind S. Gibson, Lecturer in Home Economics, to add Summer I appointment of 37% time as Vocational Teacher Trainer at $1,464 to the 13% time Lectureship for a total Summer I salary of $1,875.

   Dr. Sue Jones, Professor of Home Economics, from a 100% time appointment in Summer I at $5,650 and 50% time in Summer II at $2,300 to add 50% time to Summer II at $2,825 for a total summer salary of $10,775.

5. Department of Management and Marketing

   Mr. Joe Keith Ballenger, Assistant Professor of Management and Marketing, from 50% time at $1,755 to 100% time at $3,510 for Summer I.

   Dr. Nancy C. Speck, Assistant Professor of Management and Marketing and Assistant Vice President for Academic Affairs, from 50% time in Management and 50% time in VPAA's office for Summer I to 100% time in the VPAA's office for Summer I and II, with no change in salary.

   Ms. Carolyn Spurrier, Assistant Instructor of Management and Marketing from 50% time at $1,200 to 100% time at $2,400 for Summer I.

6. Department of Mathematics and Statistics

   Mr. Joe A. Neel, Instructor of Mathematics, from 50% time at $1,619 to 100% time at $3,238 for Summer I.

7. Department of Modern Languages

   Mr. Manuel Mendoza, Assistant Professor of Modern Languages, from 50% time at $1,783 to 100% time at $3,566 for Summer I.

   Mr. James O. Moses, Assistant Professor of Modern Languages, from 50% time at $1,977 to 100% time at $3,954 for Summer I.

8. Department of Political Science and Geography

   Dr. Wayne E. Johnson, Professor of Political Science, from 50% time at $2,482 in Summer I to 100% time at $4,964 in Summer II.
9. University Library

Ms. Ann Elizabeth Chandler, Librarian III, from $353 for 100% time to $3,529 for 100% time for Summer I. This is to correct an error in the printed summer budget.

10. Stone Fort Museum

Dr. James Corbin, Curator, from 100% time for 1.5 months at $3,489 to 100% time for one month at $2,326 for Summer II.

82-105
Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the following resignations from summer employment be accepted:

1. Department of Chemistry

Dr. James M. Garrett, Professor of Chemistry, effective Summer II, 1982.

2. Department of Counseling and Special Educational Programs

Ms. Emile Kief, Lecturer in Counseling and Special Educational Programs, effective Summer I and II, 1982.

3. Department of English and Philosophy

Mr. R. Jeff Banks, Assistant Professor of English, effective Summer II, 1982.

Mr. David C. Howard, Assistant Professor of English, effective Summer I, 1982.

4. Department of History

Dr. John W. Dahmus, Associate Professor of History, effective Summer I and II, 1982.

5. Department of Home Economics

Dr. Barbara H. Barrett, Assistant Professor of Home Economics, effective Summer II, 1982.

Mr. Billy Mack Ramsey, Assistant Professor of Home Economics, effective Summer II, 1982.

6. Department of Mathematics and Statistics

Dr. William D. Clark, Professor of Mathematics, effective Summer II, 1982.
7. Department of Music

Dr. Max L. Morley, Associate Professor of Music, effective Summer II, 1982.

8. Department of Political Science and Geography

Mr. John O. Stephens, Assistant Professor of Political Science, effective Summer I, 1982.

9. Department of Theatre

Ms. Cathryn Robbins, Assistant Professor of Theatre, effective Summer I, 1982.

82-106

Upon motion of Regent Bryce, seconded by Regent Samuel, with all members voting aye, it was ordered that the following faculty and staff appointments be approved:

1. Department of Agriculture

Mr. Joe E. Gotti, 32, (M.S., Clemson University), Assistant Professor of Agriculture at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1982. This salary is contingent upon Mr. Gotti having completed requirements for the Ph.D. degree. Without the Ph.D. the salary will be $19,000.

Mr. Danny Allen Coffey, 24, (B.S. in Agriculture, Stephen F. Austin State University), Beef Farm Manager at a salary rate of $13,146 for 100% time for twelve months, effective March 15, 1982.

2. Department of Art

Ms. Kimberly Burleigh, 23, (M.F.A., Indiana University), Assistant Professor in Art, at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1982.

Mr. Robert Rogers Craner, 47, (M.F.A., University of California-Santa Barbara), Assistant Professor of Art, at a salary rate of $21,000 for 100% time for nine months, effective September 1, 1982.

Mr. Glen William Brunken, 38, (M.F.A., Wichita State University), Assistant Professor of Art at a salary rate of $23,000 for 100% time for nine months, effective September 1, 1982. Mr. Brunken is a temporary replacement for Ms. Mary McCleary who is on a one-year leave of absence.
3. Department of Computer Science

Dr. Harold D. Camp, 30, (Ph.D., University of Texas-Austin), Assistant Professor of Computer Science, at a salary rate of $25,000 for 100% time for nine months, effective September 1, 1982.

Ms. Teresa M. Lansford, 27, (M.C.S., Texas A&M University), Lecturer in Computer Science at a salary rate of $3,000 for 50% time for the Fall semester, 1982, only.

4. Department of Economics and Finance

Mr. Arnold Michael Nitishin, 25, (B.B.A., Stephen F. Austin State University), Assistant Instructor in Economics and Finance at a salary rate of $15,000 for 100% time for nine months, effective September 1, 1982. This appointment is contingent upon completion of the M.B.A. degree by September 1, 1982.

Ms. Theresa Bates Wohlfahrt, 23, (M.B.A., Stephen F. Austin State University), Instructor in Economics and Finance at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1982. Ms. Wohlfahrt is a temporary replacement for Ms. Cheryl Warren who has resigned.

5. Department of English and Philosophy

Mr. Cydney W. Adams, Lecturer in English at a salary rate of $3,256 for 50% time for the Fall Semester, 1982, only.

Dr. Diane H. Corbin, Lecturer in English at a salary rate of $3,472 for 50% time for the Fall Semester, 1982, only.

Ms. Annette S. Dawson, Lecturer in English at a salary rate of $3,720 for 50% time for the Fall Semester, 1982, only.

Ms. Mary R. Devine, Lecturer in English at a salary rate of $3,250 for 50% time for the Fall Semester, 1982, only.

Mr. Jerry Lynn Harris, 32, (M.A., Stephen F. Austin State University), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1982, and $3,250 for 50% time for the Spring Semester, 1983, for a total nine months salary of $9,750, beginning September 1, 1982. This appointment is contingent upon completion of the M.A. degree by September 1, 1982.

Ms. JoAnne Howard, Lecturer in English at a salary rate of $3,256 for 50% time for the Fall Semester, 1982, only.

Ms. Beth E. H. Medrano, Lecturer in English at a salary rate of $3,256 for 50% time for the Fall Semester, 1982, only.
Ms. Lynda Kaye Russell, 32, (M.A., Stephen F. Austin State University), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1982, and $3,250 for 50% time for the Spring Semester, 1983, for a total nine-months salary of $9,750 beginning September 1, 1982. This appointment is contingent upon completion of the M.A. degree by September 1, 1982.

Ms. Molly Abel Travis, Lecturer in English at a salary rate of $3,256 for 50% time for the Fall Semester, 1982, only.

Ms. Kathryn King Wade, 32, (M.A., Stephen F. Austin State University), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1982, and $3,250 for 50% time for the Spring Semester, 1983, for a total nine-months salary of $9,750, beginning September 1, 1982. This appointment is contingent upon completion of the M.A. degree by September 1, 1982.

Mr. Lex Akers Williford, 27, (M.A., Stephen F. Austin State University), Assistant Instructor in English at a salary rate of $6,500 for 100% time for the Fall Semester, 1982, and $4,875 for 75% time for the Spring Semester, 1983, for a total nine-months salary of $11,375, beginning September 1, 1982. This appointment is contingent upon completion of the M.A. degree by September 1, 1982.

Ms. Deborah Thompson Yarrow, 25, (M.A., Hollins College), Lecturer in English at a salary rate of $1,500 for 25% time for the Fall Semester, 1982, only.

Dr. Stephenie O'Brien Yearwood, Lecturer in English at a salary rate of $1,860 for 25% time for the Fall Semester, 1982, only.

6. School of Forestry

Mr. William H. Klein, 53, (M.F., Yale University), Assistant Professor of Forestry, at a salary rate of $27,050 for 100% time for nine months, effective September 1, 1982.

7. Department of Home Economics

Ms. Sally Ann Hegland, Instructor in Home Economics, at a salary rate of $15,500 for 100% time for nine months, effective September 1, 1982. This appointment is subject to completion of the M.S.H.E. degree by September 1, 1982.

8. Department of Management and Marketing

Ms. Carolyn P. Spurrier, 39, (M.B.A., Stephen F. Austin State University), Assistant Instructor in Management and Marketing, at a salary rate of $15,000 for 100% time for nine months, effective September 1, 1982.
9. Department of Mathematics and Statistics

Ms. Kay Diane Fromme, Lecturer in Mathematics, at a salary rate of $17,000 for 90% time for nine months, effective September 1, 1982.

Ms. Jane Staats Shepard, Lecturer in Mathematics, at a salary rate of $17,000 for 90% time for nine months, effective September 1, 1982.

Ms. Sandra Kathryn Welch, Lecturer in Mathematics, at a salary rate of $17,000 for 90% time for nine months, effective September 1, 1982.

10. Division of Nursing

Ms. Charlene B. Schwab, 46, (M.S.N.Ed., Indiana University), Assistant Professor of Nursing, at a salary rate of $25,000 for 100% time for nine months, effective September 1, 1982.

11. Department of Physics

Mr. Michael Frank Hibbs, Instructor of Physics, at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1982. Mr. Hibbs is a temporary replacement for Dr. James C. Dennis who is on a one-year leave of absence.

12. Department of Secondary Education

Ms. Betty Jane Harrison, Instructor in Secondary Education, at a salary rate of $16,363 for 100% time for nine months, effective September 1, 1982. Ms. Harrison is a temporary replacement for Ms. Susan Paynter who has resigned.

13. Department of Sociology

Dr. J. Gregg Robinson, 33, (Ph.D., University of California-San Diego), Assistant Professor of Sociology, at a salary rate of $17,500 for 100% time for nine months, effective September 1, 1982. This appointment is contingent upon receipt of an official transcript indicating award of the Ph.D. degree.

14. University Library

Ms. Carol Jean Scamman, 29, (M.L.S., State University of New York at Albany), Librarian I at a salary rate of $16,300 for 100% time for nine months, effective September 1, 1982.

15. Computer Center

Ms. Gloria Jean Royal, Administrative Secretary I in the Computer Center, at a salary rate of $10,400 for twelve months, effective April 22, 1982. Ms. Royal replaces June White.
16. Division of Fiscal Affairs

Mr. Robert N. Rogers, 38, Manager of Grounds, at a salary rate of $21,500 for twelve months, effective June 14, 1982.

17. Office of University News and Information

Mr. Kenneth Kennamer, Director of News and Information, at a salary rate of $30,000 for twelve months, effective August 1, 1982.

82-107

Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Accounting

Ms. Doris Ann Cummings, from Assistant Instructor to Instructor in Accounting, effective September 1, 1982. This is to correct an error in the printed budget.

Dr. Sammie L. Smith, Professor and Chairman, Department of Accounting, from a salary rate of $42,496 to $42,796, effective September 1, 1982. This is to correct a budget oversight.

2. Department of Administrative Services

Dr. Kurt Stanberry, Assistant Professor of Administrative Services, from a salary rate of $22,576 to $23,576, effective September 1, 1982. This is to correct a budget miscalculation.

3. Department of Art

Mr. Marcus Burke, Assistant Professor of Art, from a salary rate of $18,032 to $18,482, effective September 1, 1982. This is to correct a budget oversight.

Mr. John M. Daniel, Professor of Art, from a salary rate of $29,448 to $29,898, effective September 1, 1982. This is to correct a budget oversight.

4. Department of Biology

Dr. Charles W. Mims, Professor and Chairman, Department of Biology, from a salary rate of $39,148 to $40,000, effective September 1, 1982. This is to correct a budget oversight.

5. Department of Chemistry

Dr. Wayne Boring, Associate Professor of Chemistry, from a salary rate of $27,653 to $28,103, effective September 1, 1982. This is to correct a budget oversight.
6. Department of Computer Science

Dr. Craig A. Wood, Professor and Chairman, Department of Computer Science, from a salary rate of $42,104 to $43,057, effective September 1, 1982. This is to correct a budget oversight.

7. Early Childhood Laboratory

Ms. Katherine Rae Wynn, from Kindergarten Lead Teacher at a salary rate of $13,367 to Kindergarten Master Teacher at a salary rate of $13,967, effective July and August, 1982. Ms. Wynn is a temporary replacement for Ms. Jane Gregory who will be on leave until September 1, 1982.

8. Department of Economics and Finance

Dr. Chester L. Allen, Professor of Economics and Finance, from a salary rate of $29,248 to $29,698, effective September 1, 1982. This is to correct a budget oversight.

Dr. Weldon Leroy Smith, Associate Professor of Economics and Finance, from a salary rate of $29,027 to $29,077, effective September 1, 1982. This is to correct a budget oversight.

Dr. Lynnette Solomon, Assistant Professor of Economics and Finance, from a salary rate of $25,734 to $26,634, effective September 1, 1982. This is to correct an error in the printed budget.

9. Department of Geology

Dr. Harry P. Hoge, Professor of Geology and Chairman, Department of Geology, from a salary rate of $42,554 to $43,057, effective September 1, 1982. This is to correct a budget oversight.

10. Department of Health and Physical Education

Ms. Loretta Sue Tinsley, Lecturer (75% time) in Health and Physical Education, from a salary rate of $12,600 to $12,872, effective September 1, 1982. This is to correct an error in the printed budget.

11. Department of History

Dr. James V. Reese, Professor of History and Dean, School of Liberal Arts, from a salary rate of $42,162 to $42,126, effective September 1, 1982. This is to correct an error in the printed budget.

Dr. William Joseph Brophy, Professor of History and Chairman, Department of History, from a salary rate of $36,063 to $37,891, effective September 1, 1982. This is to correct a budget oversight.
12. Department of Management and Marketing

Dr. Bobby Gene Bizzell, Professor of Management and Marketing, from a salary rate of $32,484 to Professor of Management and Marketing and Interim Chairman of the Department at a salary rate of $33,384, effective September 1, 1982. Dr. Bizzell will serve as Interim Chairman of the Department during Dr. Pryor's leave of absence.

13. Department of Mathematics and Statistics

Dr. Jasper E. Adams, Professor of Mathematics and Statistics, from a salary rate of $7,916 to $8,029, effective September 1, 1982. This is to correct a budget oversight and affects only that 25% portion of his appointment in the Statistics Laboratory.

14. Department of Music

Mr. Kurt A. Gilman, Instructor of Music, from a salary rate of $16,000 to $16,823, effective September 1, 1982. This is to correct a budget error.

Dr. Max L. Morley, Associate Professor of Music, from a salary rate of $22,856 to $23,306, effective September 1, 1982. This is to correct a budget oversight.

15. Division of Nursing

Dr. Beverlyanne Robinson, Professor of Nursing and Director of the Division of Nursing, from a salary rate of $43,383 to $43,893, effective September 1, 1982. This is to correct a budget oversight.

16. Department of Physics

Dr. Thomas O. Callaway, Associate Professor of Physics and Chairman of the Department of Physics, from a salary rate of $35,261 to $36,636, effective September 1, 1982. This is to correct a budget oversight.

Dr. James E. Nicholson, Associate Professor of Physics, from a salary rate of $26,483 to $26,933, effective September 1, 1982. This is to correct a budget oversight.

17. Division of Student Affairs

Dr. L. Baker Pattillo, Vice President for Student Affairs, to Vice President for University Affairs, effective immediately. Change in title only.
Mr. Darwin Crawford, from Head Resident II, at a salary rate of $10,067 for twelve months to a temporary position as Manager of Housing Operations at $5.10 per hour, effective May 31, 1982.

Ms. Charlene Cloudy, from Assistant Manager of Mail Services at a salary rate of $10,064 to Acting Manager of Mail Services at a salary rate of $11,864, effective March 15, 1982.

18. Division of Fiscal Affairs

Mr. Victor L. Shepherd, Auto Shop Foreman, at a salary rate of $19,954, to Manager of Transportation, at a salary rate of $21,500 for twelve months.

19. Computer Center

Ms. Nelda Jordan, from Manager of Operations in the Computer Center, to Manager of Payroll Services, with no change in salary, effective April 19, 1982.

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

1. Department of Economics and Finance


2. School of Forestry

Dr. J. Robert Singer, Assistant Professor of Forestry, effective August 31, 1982. Dr. Singer resigned for personal reasons.

Mr. Steven Rey Tracy, Forest Technician, effective June 2, 1982. Mr. Tracy has accepted other employment.

3. Department of Home Economics


4. Department of Secondary Education


5. Department of Mathematics and Statistics

Ms. Mary Ann Williford, Lecturer in Mathematics, effective June 2, 1982. Ms. Williford has resigned to accept employment in the Houston area.
6. Division of Student Affairs

Ms. Jamie Fain, Associate Director of Housing, effective May 31, 1982. Ms. Fain is resigning to enter private business.

7. Computer Center

Ms. June White, Administrative Secretary I in the Computer Center, effective April 23, 1982. Ms. White resigned to accept other employment.

82-109

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

1. Department of English and Philosophy

Dr. Sydney E. Bellamy, Associate Professor of English. A hearing was held by a Hearing Committee of faculty members, chosen under the terms of the tenure policy, in late March and early April, 1982. The Committee has found that good cause exists for the termination of Professor Bellamy.

2. Department of Elementary Education

Dr. Tommye D. Haas, Associate Professor of Elementary Education. The Chairman of the Department of Elementary Education, the Dean of the School of Education and the Vice President for Academic Affairs have recommended the termination of Dr. Haas. Dr. Haas waived her right to a hearing before a Hearing Committee of the University's Grievance Panel.

82-110

Upon motion of Regent Jackson, seconded by Regent Garner, it was ordered that the following requests for leaves of absence be accepted:

1. Department of Management and Marketing

Dr. Mildred G. Pryor, Professor of Management and Marketing and Chairman of the Department, effective September 1, 1982, through May 31, 1983. Dr. Pryor will conduct research and work with industry.

2. Department of Physics

Dr. James Carl Dennis, Associate Professor of Physics, effective August 3, 1982 through May 31, 1983. Dr. Dennis will pursue post-doctoral studies in microelectronics.
Dr. Robert W. Gruebel, Professor of Physics, effective June 1, 1982 through August 31, 1983. Dr. Gruebel seeks to gain practical experience in radiation physics and radiation safety.

82-111
Upon motion of Regent Wright, seconded by Regent Jackson, with all members voting aye, it was ordered that the following return from leave be accepted:

1. Department of Biology

   Dr. Charles D. Fisher, Associate Professor of Biology, effective September 1, 1982.

82-112
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the following retirements be honored:

1. Department of Art

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

2. Department of Political Science and Geography

   Mr. John O. Stephens, Assistant Professor of Political Science, effective May 31, 1982.

3. Division of Fiscal Affairs

   Mr. William H. Weaver, Special Services Foreman, effective June 11, 1982.

82-113
Upon motion of Regent Garner, seconded by Regent Jackson, with all members voting aye, it was ordered that the following recommendation for tenure be approved:

1. Division of Nursing

   Mr. James Robertson, Assistant Professor of Nursing, effective September 1, 1982. Mr. Robertson's name was inadvertently omitted from the original list of tenure awards which was submitted to the Board in April, 1982.
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the holiday schedule for University employees on a twelve-month basis be approved, as listed below:

1982
- Monday, September 6
- Thursday, November 25
- Friday, November 26
- Friday, December 24
- Monday, December 27
- Tuesday, December 28
- Wednesday, December 29
- Thursday, December 30
- Friday, December 31

1983
- Friday, March 18
- Friday, April 1
- Monday, May 23
- Monday, July 4

Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the appointment of Dr. Robert Maxwell, Professor of History (age 70), be approved for the Fall Semester, 1982.

Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the Twelfth Class Day Enrollment Report and the Last Class Day Enrollment Report for the Spring Semester, 1982, be approved.

Upon motion of Regent Wright, seconded by Regent Bryce, with all members voting aye, it was ordered that the Parking and Traffic Regulations, 1982-83, be approved.

Upon motion of Regent Todd, seconded by Regent Garner, 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>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1404 Purchasing</td>
<td>Purchase of CRT for connection to State Pur. &amp; Gen. Serv. Com.'s Computer &amp; SFA's Comp. Center</td>
<td>3,734.00</td>
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<tr>
<td>Account No.</td>
<td>Account Name</td>
<td>Purpose</td>
<td>Amount</td>
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<td>-------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>2. 1405-6000</td>
<td>Personnel</td>
<td>Additional funds needed for student assistants</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>3. 1015</td>
<td>Computer Science</td>
<td>Construction costs for modifications in lab</td>
<td>$8,797.47</td>
</tr>
<tr>
<td>4. 1056-9300</td>
<td>Applied Studies</td>
<td>Funds to cover travel, supplies, etc., for ext. courses</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>5. 1056-0501</td>
<td>Applied Studies</td>
<td>To cover salaries for extension courses</td>
<td>$5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$35,531.47</strong></td>
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<tr>
<td>Source of Funds: Education and General Surplus</td>
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<thead>
<tr>
<th>Account Name</th>
<th>Purpose</th>
<th>Amount</th>
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<tbody>
<tr>
<td>6. 5175</td>
<td>May Festival For Spring Arts Festival</td>
<td>$5,640.00</td>
</tr>
<tr>
<td>7. 5077</td>
<td>WIA - Travel Additional expenses incurred due to trip to Nat. Tournament</td>
<td>$24,800.00</td>
</tr>
<tr>
<td>8. 5075-9300</td>
<td>WIA For purchase of automobile &amp; other expenses not budgeted</td>
<td>$14,000.00</td>
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<tr>
<td>9. 5615</td>
<td>U.C. Programs Additional funds needed for remainder of fiscal year</td>
<td>$12,784.46</td>
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<tr>
<td>10. 5190</td>
<td>Cheerleaders Travel expenses to NAIA Basketball Tournament in Kansas City</td>
<td>$600.00</td>
</tr>
<tr>
<td>11. 5021</td>
<td>Intercol. Ath. Training To pay excessive medical bills not in original budget</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>12. 5030</td>
<td>Football Additional operational funds needed</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>13. 5040</td>
<td>Basketball Additional operational funds needed</td>
<td>$16,000.00</td>
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<tr>
<td>14. 5180</td>
<td>Security and Parking Additional operational funds needed</td>
<td>$1,222.00</td>
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<tr>
<td>15. 5503</td>
<td>RHA Programs Purchase of furnishings for new office space for the RHA</td>
<td>$6,000.00</td>
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<td></td>
<td></td>
<td><strong>$106,546.46</strong></td>
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</table>

Source of Funds: Auxiliary Enterprise Surplus
Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that the Legislative Appropriation Request for the fiscal years 1984 and 1985, for the sum of $32,332,891 for fiscal year 1984 and $36,570,195.00 for fiscal year 1985, be approved as submitted under separate cover.

Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the Depository Contracts for the period September 1, 1982 to August 31, 1983, be approved and the Chairman of the Board be authorized to sign the contracts, and that the University be authorized to invest the cash funds to the maximum benefit of the University by purchasing Certificates of Deposits from the depository institutions or by purchasing U. S. Treasury Bills. The depository institutions are:

- Commercial National Bank, Nacogdoches, Texas
- Fredonia State Bank, Nacogdoches, Texas
- Stone Fort National Bank, Nacogdoches, Texas
- First City National Bank, Lufkin, Texas
- Republic Bank of Lufkin, Lufkin, Texas
- Nacogdoches Savings & Loan Association, Nacogdoches, Texas
- First Federal Savings & Loan Association, Nacogdoches, Texas
- Guaranty Federal Savings & Loan Association, San Antonio, Texas

Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that the following persons be authorized to sign any and all vouchers and checks for the biennium ending August 31, 1983:

- Dr. William R. Johnson, President
- Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
- Mr. Otto Ehrlich, Comptroller
- Mr. David D. Stanley, Business Manager,

and that the following persons be authorized to sign vouchers for the purchase of library books and other holdings for the biennium ending August 31, 1983:

- Mr. Al Cage, Director of Libraries
- Mr. Lee Sullenger, Associate Library Director for Public Service
- Ms. Peggy Gibson, Library Accounting Clerk III
- Ms. Peggy Wedgeworth, Associate Director for Technical Services
- Ms. Bernice Wright, Acquisitions Librarian II
82-122
Upon motion of Regent Garner, seconded by Regent Todd, with all members voting aye, it was ordered that the following persons be authorized to approve all travel requests by University employees for the biennium ending August 31, 1983:

Dr. William R. Johnson, President
Dr. Edwin W. Gaston, Jr., Vice President for Academic Affairs
Mr. Don L. Henry, Vice President for Administrative & Fiscal Affairs
Dr. Baker Pattillo, Vice President for University Affairs,

and that the following person be authorized to approve travel by members of the Board of Regents:

Dr. Baker Pattillo, Secretary to the Board

82-123
Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the firm of Kent-Marsellos-Scott, Lufkin, Texas, be employed to design and supervise the construction of an addition to the Early Childhood Laboratory Building and that the Chairman of the Board be authorized to sign the architectural services agreement.

Source of Funds: Ad Valorem Tax Proceeds and/or Special Appropriation
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twentieth day of July in the year Nineteen Hundred and Eighty-Two and between the BOARD OF REGENTS STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS acting herein by and through its President, hereinafter called the Owner, and KENT-MARSELLOS-SCOTT, ARCHITECTS-ENGINEERS, Lufkin, Texas hereinafter called the Architect for the following project:

ADDITIONS TO EARLY CHILDHOOD LABORATORY

The Owner and the Architect agree as set forth below.

NOW, THEREFORE, the Owner and the Architect for the considerations hereinafter set forth agree as follows:

I. The Architect Shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as stated in Article 14. All such payments and every payment herein provided shall be from Ad Velorum Tax proceeds and or special appropriation and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

III. The Architect and the Owner further agree to the following Terms and Conditions:
ARTICLE 1
ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

1.4 BIDDING OR NEGOTIATION PHASE

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

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

1.7.10 Providing services for planning tenant or rental spaces.

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

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

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

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

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

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

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

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

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

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

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

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

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9

ARBITRATION

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

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

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

ARTICLE 10
TERMINATION OF AGREEMENT

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

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

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

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

ARTICLE 11

MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:

- New work Seven per cent (7%) of the Construction Cost.
- Remodeling Nine and 31/100 per cent (9.31%) of the Construction Cost.

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

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

14.2 COMPENSATION FOR ADDITIONAL SERVICES

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

Principals time at the fixed rate of $75.00 per hour. For the purpose of this agreement the principals are:

- Wilbur Kent
- Floyd Marsellos
- Ray Scott

Employees time (other than principals) at a multiple of 2-1/2 times the employee's Direct Personnel Expense as defined in Article 4.

14.2.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provide under Subparagraph 1.7.21 or identified in Article 15 as part of...
of Additional Services, a multiple of (1.5) times the amounts billed to the Architect for such services.

14.3 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of (1.0) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.4 Payments due the Architect and unpaid under this Agreement shall bear interest beginning sixty days from the date payment is due at the rate of 6%.

14.5 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.5.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 15

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, 5555 N. Lamar Blvd., Bldg. H-117, Austin, Texas 78751, Phone: 512-458-1363, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249a, VTCS.

ARTICLE 16

It is understood that the Architect will be instructed by the Owner to proceed with conceptual studies and such schematic design studies as are required to establish the scope of the project and a cost estimate; and that any further service by the architect will be upon the request of the Owner.
NUMBER OR COUNTERPART COPIES

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By
President of the Board

ATTEST:

Secretary

KENT, MARCELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By
Upon motion of Regent Garner, seconded by Regent Todd, with all members voting aye, it was ordered that the firm of Morey/Fahler Incorporated, Dallas, Texas, be employed to design and supervise the renovation of the Ferguson Liberal Arts Building and a new addition to that facility and that the Chairman of the Board be authorized to sign the architectural services agreement.

Source of Funds: Ad Valorem Tax Proceeds and/or Special Appropriation
AGREEMENT

made as of the twentieth (20th) day of July
Hundred and eighty two (1982)
in the year of Nineteen

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

and the Architect: MOREY/FAHLER INC.
11615 Forest Central Drive
Dallas, Texas 75243

For the following Project:
(Include detailed description of Project location and scope.)

Alterations and remodelling of the Liberal Arts Building (Ferguson Building)
and an addition thereto of approximately 35,000 square feet.

The Owner and the Architect agree as set forth below.
ARTICLE 1
ARCHITECT'S SERVICES AND RESPONSIBILITIES

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

1.1 SCHEMATIC DESIGN PHASE
1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.
1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.
1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE
1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE
1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.
1.3.3 The Architect shall assist the Owner in the preparation of the Construction Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner.
1.3.4 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT
1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect’s obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.
1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.
1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.
1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-
contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

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

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

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

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

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

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

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

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

1.5.14 The Architect shall prepare Change Orders for the Owner’s approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner’s review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.
1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

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

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

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

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

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

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

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

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

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

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

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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

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

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

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

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval, a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.
2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

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

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

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

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

2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

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

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

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

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply
6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Paragraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9
ARBITRATION

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

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

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

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

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

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

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

ARTICLE 13
EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
ARTICLE 14
BASIS OF COMPENSATION

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

14.1 AN INITIAL PAYMENT of $0 shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

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

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

seven percent (7%) of the cost of new construction (the 35,000 square foot addition) plus nine and one third percent (9 1/3%) of the cost of the alterations/remodelling in the existing building.

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

(Include any additional Phases as appropriate.)

Schematic Design Phase: percent (20 %)
Design Development Phase: percent (15 %)
Construction Documents Phase: percent (40 %)
Bidding or Negotiation Phase: percent (5 %)
Construction Phase: percent (20 %)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.
14.4 COMPENSATION FOR ADDITIONAL SERVICES

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

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

(a) Principal’s time at the fixed rate of sixty dollars ($60.00) per hour. For the purpose of this Agreement, the Principals are:

A. Warren Morey
Darrell D. Fahler

(b) Technical Employees’ time computed at a multiple of 2.5 times the employees’ Direct Personnel Expense.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one (1.0) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one (1.0) times the amounts expended by the Architect, the Architect’s employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement 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 principal place of business of the Architect.

(Here insert any rate of interest agreed upon.)

(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 Architect’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.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect’s Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
ARTICLE 15
OTHER CONDITIONS OR SERVICES

Architect to provide full-time project representative during construction phase as basic service.
This Agreement entered into as of the day and year first written above.

OWNER
Stephen F. Austin
State University

ARCHITECT
MOREY/FAHLER INC.
11615 Forest Central Drive
Dallas, Texas 75243

BY
A. Warren Morey
Chairman of the Board
82-125
Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that Change Order No. 1 on the Art Studio Contract with Temple Associates, in the amount of $6,136.00, be approved and the Chairman of the Board be authorized to sign the Change Order.

Source of Funds: Ad Valorem Tax Building Funds
CHANGE ORDER
AIA DOCUMENT G701

PROJECT: ART BUILDING - STEPHEN F. AUSTIN STATE UNIVERSITY
(name, address)

TO (Contractor):

Temple Associates, Inc.
P. O. Box 730
Diboll, Texas 75941

CHANGE ORDER NUMBER: ONE (1)

INITIATION DATE: 7/19/82

ARCHITECT'S PROJECT NO: 4107

CONTRACT FOR: General Contract Work

CONTRACT DATE: April 18, 1981

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

Modification No. 27 - Add Cabinet Door Hinges

Add to Contingency Fund

| Modification No. 27 - Add Cabinet Door Hinges | + $ 1,136.00 |
| Add to Contingency Fund | + $ 5,000.00 |
| | + $ 6,136.00 |

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 $2,100,000.00.

Net change by previously authorized Change Orders is $0.

The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $2,100,000.00.

The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order.

$6,136.00.

The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $2,106,136.00.

The Contract Time will be (increased) (decreased) (unchanged) by ( ) Days.

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

Authorized:
Stephan F. Austin State University

Kent-Marsellos-Scott, Architects
P.O. Box 2309
Lufkin, Texas 75901

Temple Associates, Inc.
P.O. Box 730
Diboll, Texas 75941

CONTRACTOR

AIA DOCUMENT G701 • CHANGE ORDER • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G701 — 1978
Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Utley-James, Inc./Bryan Construction Company in the amount of $4,658,000.00 for the construction of the Math/Nursing Classroom Building be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Building Funds
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 twentieth (20th) day of July in the year of Nineteen Hundred and eighty-two (1982).

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

and the Contractor: Utley-James, Inc./Bryan Construction Company

The Project: Instructional Facilities for the School of Science and Mathematics
Stephen F. Austin State University
Nacogdoches, Texas

The Architect: Wiener, Hill, Morgan, O'Neal & Sutton
410C-A South Medford Drive
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

INSTRUCTIONAL FACILITIES FOR THE
SCHOOL OF SCIENCE AND MATHEMATICS
Department of Mathematics
Division of Nursing
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

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

August 1, 1983.

Contractor shall agree to pay as Liquidated Damages, the sum of Two Hundred Dollars ($200.00) for each consecutive calendar day thereafter the work remains uncompleted. The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain and said amount is agreed to be the amount of damages which the Owner would sustain. Said amount may be retained from time to time by the Owner from current periodic estimates.
ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Four Million Six Hundred Fifty-Eight Thousand, and No/100 Dollars ($4,658,000.00).

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

Base Bid: $4,658,000.00

ARTICLE 5

PROGRESS PAYMENTS

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

Not later than ten (10) 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 labor, materials and equipment incorporated in the Work and 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.

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

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

(Here insert any rate of interest agreed upon.)
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. Final payment will be made thirty-one (31) days after completion of the work.

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.)

2. Drawings entitled INSTRUCTIONAL FACILITIES for the SCHOOL OF SCIENCE AND MATHEMATICS, Department of Mathematics, Division of Nursing, STEPHEN F. AUSTIN STATE UNIVERSITY, Nacogdoches, Texas, and dated June 11, 1982.
   - Sheets A1-A25 (Architectural)
   - Sheets S1-S11 (Structural)
   - Sheets M1-M13 (Mechanical)
   - Sheets E1-E13 (Electrical)

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

OWNER

Board of Regents

Stephen F. Austin State University

By: Glenn Justice, Chairman of the Board

CONTRACTOR

Utley-James, Inc./Bryan Construction Company

D.H. Craig, Vice President

Larry Kidwell, Vice President

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • ELEVENTH EDITION • JUNE 1977 • AIA®
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A101-1977 4
KNOW ALL MEN BY THESE PRESENTS:

Utley-James, Inc., and Bryan Construction Co., a joint venture, 1100 Opdyke Road, P. O. Box 1100, Pontiac, MI 48506
as Principal, herein called Contractor, and, THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, as Surety, herein called Surety, are held and firmly bound unto

Steven F. Austin State University Board of Regents, Nacogdoches, Texas
as Obligee, hereinafter called Owner, in the amount of Four million, six hundred fifty-eight thousand dollars ($4,658,000.00). for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 16, 1982 entered into a contract with Owner for Instructional facilities, School of Science and Mathematics, new three story building in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is herein called the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that:

1) Should Contractor be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
   a) Complete the Contract in accordance with its terms and conditions, or
   b) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, or, if the Owner so directs, upon determination by the Surety and the Owner jointly of the lowest responsible bidder, arrange for a contract between such bidder and Contractor.

2) If owner shall assert in any suit under this bond, as owners of the contract price, less the amount properly paid by Owner to Contractor under the Contract and any extensions thereof, less the balance of the contract price, the term "balance of the contract price" as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract was made.

No right of action shall accrue to the owner to assert any of the defenses of an owner against the Contractor under the Contract, other than the Owner's claim for lien or against any person or corporation other than the Owner named herein or the Surety, in so far as any of such defenses may be asserted against the Surety.

Signed and sealed this 16th day of July 1982

[Signature]
Utley-James, Inc.

[Signature]
Bryan Construction Co.

[Signature]
THE AETNA CASUALTY AND SURETY COMPANY

[Signature]
Fidelity and Deposit Company of Maryland

[Signature]
STEWART D. DUNNE, Attorney-in-Fact
LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That Utley-James, Inc., and Bryan Construction Co., a joint venture, 1100 Opdyke Road, P. O. Box 1100, Pontiac, MI 48506, as Principal, hereinafter called Principal, and, THE AETNA CASUALTY AND SURETY COMPANY, Hartford, Connecticut, a corporation daily organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto Steven F. Austin State University Board of Regents, Nacogdoches, Texas, as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Four million, six hundred fifty-eight thousand and 00/100 Dollars ($4,658,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal has by written agreement dated July 16, 1982, entered into a contract with Owner for Instructional facilities, School of Science and Mathematics, new three story building in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS INDENTURE is such that, if Principal shall, promptly, make payment to all claimants as hereinbelow defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, whereas it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined in any event as having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, and is reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or electric or equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of sixty (60) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prior to and total amount not paid or sums so may be paid due to claimant, and have executed thereon. The Owner shall not be liable for the payment of any sum in excess of any such sum.

3. No suit or action shall be commenced hereunder by any claimant:

(a) After the expiration of one (1) year following the date on which Principal received Notice of Non-Payment as herein defined.

(b) After the expiration of a period of ten (10) days following the date on which Principal received Notice of Non-Payment as herein defined.

(c) After the expiration of a period of thirty (30) days following the date on which Principal received Notice of Non-Payment as herein defined.

(d) After the expiration of a period of sixty (60) days following the date on which Principal received Notice of Non-Payment as herein defined.

(e) After the expiration of a period of ninety (90) days following the date on which Principal received Notice of Non-Payment as herein defined.

(f) After the expiration of a period of one hundred and twenty (120) days following the date on which Principal received Notice of Non-Payment as herein defined.

(g) After the expiration of a period of one hundred and eighty (180) days following the date on which Principal received Notice of Non-Payment as herein defined.

(h) After the expiration of a period of two hundred and forty (240) days following the date on which Principal received Notice of Non-Payment as herein defined.

(i) After the expiration of a period of three hundred and sixty (360) days following the date on which Principal received Notice of Non-Payment as herein defined.

(i) Other than in a state court of competent jurisdiction in and for the county, or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder, exclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 6th day of July, 1982.

(Witness)

[Signature]

[Signature]

THE AETNA CASUALTY AND SURETY COMPANY

By: [Signature] (Attorney-in-Fact)

Fidelity and Deposit Company of Maryland

By: [Signature] (Attorney-in-Fact)
ASSOCIATED GENERAL INSURANCE COMPANY

This is to certify that the MICHIGAN MUTUAL INSURANCE COMPANY has issued, to the Insured named below, the described policies of insurance subject to the provisions of the current policy contracts in use by the company. The coverage and limits of liability indicated on this certificate apply only to the operations or automobiles described.

CERTIFICATE ISSUED TO:

Board of Regents
Stephen F. Austin State University
Nacogdoches, Texas

Utley-James, Inc./Bryan Construction Co.
P.O. Box 1100
Pontiac, MI 48056

Job: Instructional Facilities, School of Science & Mathematics

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS OF LIABILITY IN THOUSANDS (000)</th>
<th>PERIOD EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SR4G-72428-2</td>
<td>WORKERS COMPENSATION AND EMPLOYEES LIABILITY</td>
<td>$100, each accident</td>
<td>7/1/82</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
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<tr>
<td></td>
<td>COMPREHENSIVE FORM</td>
<td></td>
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<tr>
<td></td>
<td>PREMISES OPERATIONS HAZARD</td>
<td></td>
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<tr>
<td></td>
<td>EXPLOSION AND COLLAPSE HAZARD</td>
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<tr>
<td></td>
<td>UNDERGROUND HAZARD</td>
<td></td>
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<tr>
<td></td>
<td>PRODUCTS/COMPLETED OPERATIONS HAZARD</td>
<td></td>
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<tr>
<td></td>
<td>CONTRACTUAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BROAD FORM PROPERTY DAMAGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>INDEPENDENT CONTRACTORS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PERSONAL INJURY</td>
<td>$1,000, each occurrence</td>
<td>7/1/82</td>
</tr>
<tr>
<td>SR32-723482</td>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
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<tr>
<td></td>
<td>COMPREHENSIVE FORM</td>
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<tr>
<td></td>
<td>in states that have enacted Automobile No Fault Law this automobile policy provides the required limits</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>BODILY INJURY</td>
<td>$1,000, each occurrence</td>
<td>7/1/82</td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
<td>$1,000, aggregate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
<td>$500, each occurrence</td>
<td>7/1/82</td>
</tr>
<tr>
<td></td>
<td>COMBINED</td>
<td>$500, aggregate</td>
<td></td>
</tr>
<tr>
<td>SR43-723483</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td>7/1/82</td>
</tr>
<tr>
<td></td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
<td>$1,000, each occurrence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>COMBINED</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>PERSONAL INJURY</td>
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<tr>
<td></td>
<td>OTHER</td>
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</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES

All operations and vehicles in All States excluding Workers' Compensation in monopolistic state funds.

This certificate of insurance neither affirmatively nor negatively amends, alters, or extends the coverage afforded by the policies listed above. In the event of any material change in, or cancellation of such policies, the Company will make all reasonable effort to notify the party at whose request certificate is issued, but the Company shall not be liable in any way for failure to give such notice.

Secretary

President

DATED AT Detroit, MI July 16, 1982 COUNTERSIGNED
This is to certify that the [ ] MICHIGAN MUTUAL INSURANCE COMPANY has issued, to the Insured named below, the described policies of insurance subject to the provisions of the current policy contracts in use by the company. The coverage and limits of liability indicated on this certificate apply only to the operations or automobiles described.

**CERTIFICATE ISSUED TO:**

<table>
<thead>
<tr>
<th>Insured and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Regents</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
</tr>
<tr>
<td>Nacogdoches, Texas</td>
</tr>
<tr>
<td>Interface Architects &amp; Planners</td>
</tr>
<tr>
<td>40100 A South Medford Drive</td>
</tr>
<tr>
<td>Lufkin, Texas 75901</td>
</tr>
</tbody>
</table>

**POLICY NUMBER**

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>833-724281</td>
<td>AUTOMOBILE LIABILITY</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES**

<table>
<thead>
<tr>
<th>Description of Operations, Locations, Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury $1,000, each occurrence</td>
</tr>
</tbody>
</table>

**PERIOD EFFECTIVE**

<table>
<thead>
<tr>
<th>Period Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/15/82</td>
</tr>
</tbody>
</table>

Thirty (30) Days prior written notice of any change or cancellation will be given to the above certificate holders.

This certificate of insurance neither affirmatively nor negatively amends, alters, or extends the coverage afforded by the policies listed above. In the event of any material change in, or cancellation of such policies, the Company will make all reasonable efforts to notify the party at whose request certificate is issued, but the Company shall not be liable in any way for failure to give such notice.

**Dated at**

Detroit, MI  
July 16, 1982

**Countersigned by**

[Signature]

Secretary

[Signature]

President

[Stamp: Authorized Signature]
Re: Instructions: Facilities, School of Science & Mathematics

| A   | X    | 14-034-165 | 7/1/83 | 20,000, 20,000 |

The Board of Regents
Stephen F. Austin State Univ.
Nacogdoches, Texas

7/15/82
Upon motion of Regent Wright, seconded by Regent Jackson, with all members voting aye, it was ordered that the project budget for the construction of the Math/Nursing Classroom Building be approved, as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction contract with Utley-James, Inc./Bryan Construction Company</td>
<td>$4,658,000</td>
</tr>
<tr>
<td>Movable Equipment</td>
<td>110,000</td>
</tr>
<tr>
<td>Architect Fees - 7% (Wiener, Hill, Morgan O'Neal &amp; Sutton)</td>
<td>333,760</td>
</tr>
<tr>
<td>Contingency</td>
<td>100,000</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>20,000</td>
</tr>
<tr>
<td><strong>TOTAL (Ad Valorem Tax Building Funds)</strong></td>
<td><strong>$5,221,760</strong></td>
</tr>
</tbody>
</table>

Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the administration be authorized to plan and negotiate with the contractor (T. G. Evans Company), or take bids, on the improvements to the air conditioning and heating system in the Chemistry Building, as originally planned, not to exceed the cost of $350,000.

**Source of Funds**: 67th Legislative Appropriation

Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that Change Order No. 2 to add $2,461.38 to the contract with Clifton Construction Company for the Math/Nursing Building Parking Lot be approved and the Chairman of the Board be authorized to sign the Change Order.

**Source of Funds**: Ad Valorem Tax Funds
PROJECT: Stephen F. Austin State University
Parking Lot
Instructional Facilities for the
School of Science & Mathematics
Nacogdoches, Texas

To: Clifton Construction Company

YOU ARE HEREBY INSTRUCTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT WITH

Stephen F. Austin State University

FOR THE ERECTION OF Parking Lot

Viz:

Addendum #1(See attached drawing): Omit replacing sewer and gas lines as shown on original plans. 
DEDUCT $1906.12

Addendum #2(Plan attached): Add curbing at end of parking lot as indicated.
ADD 3839.50

Addendum #3(Plan attached): Add one parking space at northwest corner of parking lot for additional access to library transformer building.
ADD 528.00

TOTAL SUM $2461.38

DATE June 29, 1982
ORDER NO. Two (2)
CONTRACT NO.
ADD $2,461.38
DEDUCT

APPROVED BY
Mark Clifton
William R. Johnson, President

FOR THE ABOVE Changes
THE SUM OF $2,461.38
Two thousand four hundred sixty-one dollars
and 38/100
WILL BE added to YOUR CONTRACT PRICE.

Very truly,

By Jerry S. Sutton

Glenn Justice, Chairman of the Board of Regents
Upon motion of Regent Samuel, seconded by Regent Garner, with all members voting aye, it was ordered that the Easement in Gross granted and conveyed by Dr. Ben F. Edwards be accepted by the University and be registered in the deed records of Nacogdoches County, Texas.