| Index | Minutes of the Meeting  
| Stephen F. Austin State University  
| Board of Regents  
| Held in Austin, Texas  
<table>
<thead>
<tr>
<th>October 12, 1982</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>83-1</td>
<td>Approval of Minutes</td>
</tr>
<tr>
<td>83-2</td>
<td>Election of Secretary to the Board</td>
</tr>
<tr>
<td>83-3</td>
<td>Faculty &amp; Staff Appointments (Summer)</td>
</tr>
<tr>
<td>83-4</td>
<td>Changes in Status (Summer)</td>
</tr>
<tr>
<td>83-5</td>
<td>Faculty &amp; Staff Appointments (1982-83)</td>
</tr>
<tr>
<td>83-6</td>
<td>Changes in Status (1982-83)</td>
</tr>
<tr>
<td>83-7</td>
<td>Resignations</td>
</tr>
<tr>
<td>83-8</td>
<td>Retirements</td>
</tr>
<tr>
<td>83-9</td>
<td>Leaves of Absence</td>
</tr>
<tr>
<td>83-10</td>
<td>Approval of Faculty Workload Report for Fall 1982 Semester</td>
</tr>
<tr>
<td>83-11</td>
<td>Approval of Endorsement of English as a Second Language</td>
</tr>
<tr>
<td>83-12</td>
<td>Curriculum</td>
</tr>
<tr>
<td>83-13</td>
<td>Approval of Policy Regarding Students Displaying Psychological Problems</td>
</tr>
<tr>
<td>83-14</td>
<td>Approval of Revision in Policy on Use of University Facilities</td>
</tr>
<tr>
<td>83-15</td>
<td>Approval of FY82 Budget Adjustments</td>
</tr>
<tr>
<td>83-16</td>
<td>Approval of Allocation for Contract Student Housing for Fall 1982</td>
</tr>
<tr>
<td>83-17</td>
<td>Approval of Final Budget Positions of all Accounts for FY82</td>
</tr>
<tr>
<td>83-18</td>
<td>Authorization to Purchase a Bus</td>
</tr>
<tr>
<td>83-19</td>
<td>Approval of Change Order No. 1 - Alumni Building</td>
</tr>
<tr>
<td>83-20</td>
<td>Approval of Change Order No. 1 - Science/Math Project</td>
</tr>
<tr>
<td>83-21</td>
<td>Approval of Change Order No. 2 - Science/Math Project</td>
</tr>
<tr>
<td>83-22</td>
<td>Ratification of Contract on Weight Room Project</td>
</tr>
<tr>
<td>83-23</td>
<td>Approval of Weight Room Budget</td>
</tr>
<tr>
<td>83-24</td>
<td>Authorization for Engineer to Complete Drawings and University Obtain Bids on Sanitary Sewage System Improvements Project</td>
</tr>
<tr>
<td>83-25</td>
<td>Approval of Architectural Services Agreement on Griffith Fine Arts Renovation Project</td>
</tr>
<tr>
<td>83-26</td>
<td>Approval of Architectural Services Agreement on Forestry Lab Addition/Renovation Project</td>
</tr>
<tr>
<td>83-27</td>
<td>Authorization to Complete Plans and Obtain Bids on Early Childhood Lab Addition/Renovation Project</td>
</tr>
<tr>
<td>83-28</td>
<td>Authorization to Complete Plans and Obtain Bids on Ferguson Building Addition/Renovation Project</td>
</tr>
<tr>
<td>83-29</td>
<td>Certification of Funds for Construction Projects</td>
</tr>
<tr>
<td>83-30</td>
<td>Approval of Establishment of Academic Assistance Center</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>83-31</td>
<td>Authorization to Obtain Bids for Chiller</td>
</tr>
<tr>
<td></td>
<td>for the Clark Apartment</td>
</tr>
<tr>
<td>83-32</td>
<td>Authorization to Plan Repairs in Certain Residence Halls</td>
</tr>
<tr>
<td>83-33</td>
<td>Authorization to Issue Purchase Order for Refrigeration Machine for Chemistry Building</td>
</tr>
<tr>
<td>83-34</td>
<td>Approval of Change Order No. 3 - Science/Math Project</td>
</tr>
<tr>
<td>83-35</td>
<td>Approval of Engineering Services Agreement on Refrigeration Machine Project for Chemistry Building-Plant 1</td>
</tr>
<tr>
<td>83-36</td>
<td>Naming of Regent Wright on Search Committee for Women's Athletic Director</td>
</tr>
</tbody>
</table>
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN AUSTIN, TEXAS

October 12, 1982

The meeting was called to order by Mr. Ted Bowen, Vice Chairman of the Board of Regents, at 9:00 a.m. October 12, 1982.

REGENTS -

PRESENT: Mr. Ted Bowen of Houston
          Mrs. George Cullum, Jr. 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. Glenn Justice 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 University Affairs
          Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
          Mr. Robert Provan, Legal Counsel
          Dr. Robert Sidnell, Dean of the School of Fine Arts

VISITORS: Mr. Warren Morey (Morey/Fahler, Inc.)
          Mr. Wilbur Kent (Kent-Marsellos-Scott
          Mr. Howard C. Parker (Harper Kemp Clutts & Parker)
          Mr. Gray Henry (Omni Plan)
          Mr. Pat Spillman (Fisher & Spillman)
          Mr. Carlson (Schaumburg & Polk)
83-1
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the minutes of July 20, 1982, be approved.

83-2
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye it was ordered that Mr. Don L. Henry be elected as Secretary to the Board of Regents.

83-3
Upon motion of Regent Cullum, seconded by Regent Wright, with all members voting aye, it was ordered that the following summer appointments be approved.

1. Department of Accounting
   
   Mr. Freddy Glenn Dial, Instructor in Accounting, at a salary rate of $1,433 for 50% time for Summer II, 1982.

2. Affirmative Action
   
   Dr. Jerry N. Lackey, Validation Coordinator, at a salary rate of $4,360 for 100% time from July 13 through August 31, 1982.

3. Department of Agriculture
   
   Dr. Roger Dale Perritt, Assistant Professor of Agriculture, at a salary rate of $500 for 15% time from May 31 through July 9, 1982.

4. Department of English and Philosophy
   
   Mr. Jerry Lynn Harris, Lecturer in English, at a salary rate of $875 for 50% time for Summer II, 1982.

5. Department of Mathematics and Statistics
   
   Mr. Elton Chaney, Assistant Professor of Mathematics, at a salary rate of $1,839 for 50% time for Summer II, 1982.

6. Department of Physics
   
   Mr. Michael Frank Hibbs, Laboratory Coordinator in Physics, at a salary rate of $1,988 for 100% time for Summer II, 1982.

7. Pre-professional Programs
   
   Dr. Wayne G. Slagle, Director of Pre-professional Programs, at a salary rate of $8,274 for 100% time for Summer I and Summer II, 1982.
8. Applied Arts and Sciences

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Place</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas Atchison</td>
<td>Livingston</td>
<td>$632.00</td>
</tr>
<tr>
<td>Duke Brannen</td>
<td>Longview/Elkhart</td>
<td>1,248.00</td>
</tr>
<tr>
<td>Julius Burkett</td>
<td>Livingston</td>
<td>1,811.00</td>
</tr>
<tr>
<td>James C. Dennis</td>
<td>Humble</td>
<td>740.00</td>
</tr>
<tr>
<td>Harry Dennis Downing</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td>Humble</td>
<td>740.00</td>
</tr>
<tr>
<td>Patsy Hallman</td>
<td>Europe</td>
<td>2,165.92</td>
</tr>
<tr>
<td>William Heeney</td>
<td>Humble/Elkhart</td>
<td>1,852.00</td>
</tr>
<tr>
<td>Harold Hill</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Jerry Irons</td>
<td>Newton</td>
<td>680.00</td>
</tr>
<tr>
<td>Mary Ella Lowe</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Milton Payne</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Kay Rayborn</td>
<td>Humble</td>
<td>740.00</td>
</tr>
<tr>
<td>John H. Lewis</td>
<td>Banking Institute</td>
<td>1,050.00</td>
</tr>
</tbody>
</table>

83-4

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

1. Department of Agriculture

Dr. Roy M. Watkins, Assistant Professor of Agriculture, from 100% time in Summer I to 100% time in Summer II, 1982. Total summer stipend to be $1,500.

2. Department of Counseling and Special Educational Programs

Mr. William H. Bryan, Assistant Professor in Counseling and Special Educational Programs, from 50% time at a salary rate of $1,768.25 to 100% time at a salary rate of $3,536 for Summer I, 1982.

3. Department of English and Philosophy

Dr. Leon J. Schultz, Assistant Professor of English, from 100% time for Summer I and 50% time for Summer II at a salary rate of $4,795 to 100% time for each summer term at a salary rate of $6,393 for Summer I and Summer II, 1982.

4. Department of Mathematics and Statistics

Dr. Jasper Adams, Professor of Mathematics and Statistics, from 50% time for each summer term at a salary rate of $4,942 to 100% time for each summer term at a total salary rate of $9,884 for Summer I and Summer II, 1982.
Mr. Harold E. Bunch, Assistant Professor of Mathematics, from 50% time for Summer II to 50% time for Summer I at a salary rate of $1,866.

Ms. Jane Fay Ritter, Assistant Professor of Mathematics, from 50% time at a salary rate of $1,646 for Summer I to 100% time at a salary rate of $3,292 for Summer II, 1982.

5. Department of Political Science and Geography

Dr. Donald Dean Gregory, Assistant Professor of Political Science, from 100% time for Summer II to 100% time for Summer I at a salary rate of $3,786.

6. University Library

Ms. Betty Bennett, Librarian III, from 100% time for Summer I to 100% time for Summer II at a salary rate of $3,405.

Ms. Mildred Hancock, Librarian II, from 100% time for Summer I to 100% time for Summer II at a salary rate of $2,724.

83-5
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the following individuals be appointed for the positions, dates, and salaries indicated.

1. Department of Administrative Services

Dr. Connie Mayer, Lecturer in Administrative Services, at a salary rate of $18,375 for 87.5% time for nine months, effective September 1, 1982.

Ms. Sarah N. Richardson, Lecturer in Administrative Services, at a salary rate of $3,000 for 50% time for the Fall Semester 1982, only.

Dr. Nancy J. Wilmeth, Lecturer in Administrative Services, at a salary rate of $4,884 for 75% time for the Fall Semester 1982, only.

2. Department of Agriculture

Mr. Danny Allen Coffey, 23, B.S.Ag., (Stephen F. Austin State University), Manager, Beef Farm, at a salary rate of $14,290 for 100% time for twelve months, effective September 1, 1982.

3. Department of Art

Ms. Margaret Rosaire Lazzari, 28, M.F.A. (Washington University), Instructor in Art, at a salary rate of $12,500 for 100% time for the Fall Semester 1982, only.
4. Department of Chemistry

Dr. Roy Phillip Ash, 39, Ph.D. (University of Washington), Assistant Professor of Chemistry at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1982. Dr. Ash was also employed for the month of August at a salary rate of $1,111 in order to provide lead time to set up the organic chemistry laboratories in their new location.

Dr. Richard H. Langley, 34, Ph.D. (University of Nebraska), Assistant Professor of Chemistry at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1982.

5. Department of Computer Science

Ms. Occie G. Cluff, 40, M.A. (Columbia University), Lecturer in Computer Science at a salary rate of $5,600 for 50% time for nine months, effective September 1, 1982.

6. Criminal Justice Program

Mr. Sammy Leach, Jr., 37, M.A. (Stephen F. Austin State University), Lecturer in Criminal Justice at a salary rate of $1,500 for 25% time for the Fall Semester 1982, only.

Mr. John Daniel Norton, Lecturer in Criminal Justice, at a salary rate of $1,500 for 25% time for the Fall Semester 1982, only.

7. Department of Elementary Education

Ms. Keira Lorenz, 24, M.Ed. (Stephen F. Austin State University), Lecturer in Elementary Education, at a salary rate of $3,000 for 50% time for the Fall Semester 1982, only.

Dr. Carolyn S. Voigtel, Lecturer in Elementary Education, at a salary rate of $3,472 for 50% time for the Fall Semester 1982, only.

8. Early Childhood Laboratory

Ms. Vikki Branch Boatman, 28, M.Ed. (Stephen F. Austin State University), Lead Kindergarten Teacher in Early Childhood Laboratory, at a salary rate of $16,800 for 100% time for nine months, effective September 1, 1982.

9. Department of English and Philosophy

Mr. William Dale Wearell, Lecturer in English, at a salary rate of $3,000 for 50% time for the Fall Semester 1982, only.
Ms. Susan McMath Hardy, Lecturer in English, at a salary rate of $6,000 for 100% time for the Fall Semester 1982, only.

Ms. Mary Katherine Taylor, Lecturer in English, at a salary rate of $4,500 for 75% time for the Fall Semester 1982, only.

10. School of Forestry

Mr. Arthur Andrew Bates, 35, M.S. (Stephen F. Austin State University), Instructor of Forestry, at a salary rate of $20,500 for 100% time for nine months, effective September 1, 1982.

11. Department of Health and Physical Education

Mr. Ronald M. McGaughy, 33, M.S. (University of New Mexico), Instructor in Health and Physical Education for 50% time and Athletic Coach for 50% time, at a combined salary rate of $18,000 for 100% time, effective September 1, 1982.

Mr. Charles Simmons, Instructor in Health and Physical Education, at a salary rate of $9,875 for 100% time for the Fall Semester 1982, only.

12. Department of History

Ms. Hazel S. Abernethy, 55, M.A. (Stephen F. Austin State University), Lecturer in History at a salary rate of $1,500 for 25% time for the Fall Semester 1982, only.

Dr. Robert S. Maxwell, Lecturer in History at a salary rate of $2,000 for 25% time for the Fall Semester 1982, only.

13. Department of Home Economics

Ms. Mary Kate Weems, Instructor in Home Economics, at a salary rate of $19,000 for nine months, effective September 1, 1982.

14. Department of Management and Marketing

Mr. Robert S. Anderson, Lecturer in Management and Marketing, at a salary rate of $3,153 for 50% time for the Fall Semester 1982, only.

Mr. Johnny T. Long, Lecturer in Management and Marketing, at a salary rate of $8,000 for 50% time for nine months, effective September 1, 1982.

Ms. Linda H. Whiting, 32, M.B.A. (Stephen F. Austin State University) Lecturer in Management and Marketing at a salary rate of $3,000 for 50% time for the Fall Semester 1982, only.
15. Department of Mathematics and Statistics

Mr. James Kelly Cunningham, 26, M.S. (Stephen F. Austin State University), Lecturer in Mathematics at a salary rate of $7,500 for 100% time for the Fall Semester 1982, only.

Mr. Arthur Baker Denman, Lecturer in Mathematics at a salary of $4,500 for 50% time for the Fall Semester 1982, only.

Ms. Julie L. Gaylord, Lecturer in Mathematics at a salary rate of $5,900 for 80% time for the Fall Semester 1982, only.

Ms. Vicky Gail Lymbery, 33, M.Ed. (Stephen F. Austin State University), Lecturer in Mathematics at a salary rate of $1,500 for 20% time for the Fall Semester 1982, only.

Ms. Betty Keyser Manning, Lecturer in Mathematics, at a salary rate of $1,475 for 20% time for the Fall Semester 1982, only.

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

16. Department of Music

Mr. Dan Charles Spalding, 30, M.M. (Northwestern University), Assistant Professor of Music, Associate Conductor of Bands and Director of the Marching Band, at a salary rate of $22,500 for 100% time for nine months, effective September 1, 1982.

17. Division of Nursing

Ms. Lauren Lisabeth Helm, 36, M.S.N. (University of Texas Nursing School), Assistant Professor of Nursing, at a salary rate of $19,600 for 100% time for nine months, effective September 1, 1982.

Ms. Carol Ann Phillips, 38, M.S.N. (University of Texas-Austin), Instructor of Nursing, at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1982.

18. Department of Physics

Mr. Terry M. Carlton, Lecturer in Physics, at a salary rate of $20,000 for 90% time for nine months, effective September 1, 1982.

Mr. Edward J. Michaels, Jr., 28, M.S. (Stephen F. Austin State University), Laboratory Coordinator in Physics, at a salary rate of $17,000 for 100% time for twelve months, effective September 1, 1982.

19. Department of Political Science and Geography

Dr. Harry V. Hoefften, Lecturer in Political Science, at a salary rate of $3,500 for 25% time for nine months, effective September 1, 1982.
Mr. John O. Stephens, Lecturer in Political Science, at a salary rate of $5,718 for 25% time for nine months, effective September 1, 1982.

20. Department of Secondary Education

Dr. Bobby D. Browning, Lecturer in Secondary Education, at a salary rate of $1,500 for 20% time for the Fall Semester 1982, only.

Ms. Sandra Tillman Lowery, Lecturer in Secondary Education, at a salary rate of $1,736 for 20% time for the Fall Semester 1982, only.

Ms. Sherry L. Rulfs, 33, M.Ed. (Stephen F. Austin State University), Assistant Instructor in Secondary Education, at a salary rate of $16,000 for 100% time for nine months, effective September 1, 1982.

Dr. Dwane Russell, Lecturer in Secondary Education, at a salary rate of $17,376 for 50% time for nine months, effective September 1, 1982.

21. Social Work Program

Ms. Dina C. Williams, 37, M.S.W. (University of Arkansas at Little Rock), Instructor in Social Work at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1982.

22. Applied Arts and Sciences

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

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Place</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Appleberry</td>
<td>Longview</td>
<td>$1,336.00</td>
</tr>
<tr>
<td>John C. Austin</td>
<td>Humble</td>
<td>1,440.00</td>
</tr>
<tr>
<td>B. Duke Brannen</td>
<td>Humble</td>
<td>1,440.00</td>
</tr>
<tr>
<td>Carolyn Conn</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Ralph Eddins</td>
<td>Wortham</td>
<td>1,450.00</td>
</tr>
<tr>
<td>David Grigsby</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Leon Hallman</td>
<td>Coffield</td>
<td>1,016.00</td>
</tr>
<tr>
<td>William Heeney</td>
<td>Elkhart &amp; Pro. Coord.</td>
<td>2,112.00</td>
</tr>
<tr>
<td>Harold Hill</td>
<td>Longview</td>
<td>1,336.00</td>
</tr>
<tr>
<td>Harry Hoechoten</td>
<td>Longview</td>
<td>2,516.00</td>
</tr>
<tr>
<td>Jerry Irons</td>
<td>Jasper</td>
<td>1,347.00</td>
</tr>
<tr>
<td>Vinay Kothari</td>
<td>Longview</td>
<td>636.00</td>
</tr>
<tr>
<td>Johnny Long</td>
<td>Beto</td>
<td>2,776.00</td>
</tr>
<tr>
<td>Mary Ella Lowe</td>
<td>Humble</td>
<td>1,440.00</td>
</tr>
<tr>
<td>Samir Maamary</td>
<td>Humble</td>
<td>740.00</td>
</tr>
<tr>
<td>Morgan Moses</td>
<td>Diboll</td>
<td>1,262.00</td>
</tr>
<tr>
<td>Milton Payne</td>
<td>Henderson</td>
<td>830.00</td>
</tr>
<tr>
<td>Douglas Prewitt</td>
<td>Jasper/Humble</td>
<td>2,087.00</td>
</tr>
<tr>
<td>Jesse Richardson</td>
<td>Coffield &amp; Adviser</td>
<td>1,566.00</td>
</tr>
<tr>
<td>Bruce Roach</td>
<td>Diboll</td>
<td>562.00</td>
</tr>
</tbody>
</table>
23. University Affairs

Mr. Thomas Walton, Associate Director of Housing, at a salary rate of $18,200 for twelve months, effective July 19, 1982.

Ms. Hila Fitch, Manager of University Post Office, at a salary rate of $18,748 for twelve months, effective August 1, 1982.

Mr. Elton Cox, Vending Routeperson at a salary rate of $11,128 for twelve months, effective August 23, 1982.

83-6
Upon motion of Regent Wright, seconded by Regent Cullum, with all members voting aye, it was ordered that the following changes in status be approved.

1. Department of Accounting

Dr. Susan Melton Ormsby, Assistant Professor of Accounting, from a salary rate of $23,605 to $25,260 for 100% time for nine months, effective September 1, 1982. Dr. Ormsby has completed the Ph.D. degree and the salary increase is in keeping with original employment agreement.

2. Department of English and Philosophy

Mr. Cydney Warren Adams, Lecturer in English, from 50% time at a salary rate of $3,256 to 100% time at a salary rate of $6,512 for the Fall Semester 1982, only. Mr. Adams will teach a class vacated by a Graduate Teaching Assistant.

Dr. Diane H. Corbin, Lecturer in English, from 50% time at a salary rate of $3,472 to 100% time at a salary rate of $6,944, effective Fall Semester 1982, only. This change is necessary to cover two additional sections of freshman English.

Ms. Mary Rose Devine, Lecturer in English, from 50% time at a salary rate of $3,250 to 75% time at a salary rate of $4,875, effective Fall Semester, 1982, only. This change is necessary to cover an additional section of freshman English.
Ms. Molly Abel Travis, Lecturer in English, from 50% time at a salary rate of $3,256 to 100% time at a salary rate of $6,512, effective Fall Semester 1982, only. This change is necessary to cover two sections of freshman English.

Ms. Deborah T. Yarrow, Lecturer in English, from 25% time at a salary rate of $1,500 to 50% time at a salary rate of $3,000, effective Fall Semester 1982, only. This change is necessary due to the resignation of Dr. Yearwood.

3. Department of Political Science and Geography

Dr. Leon C. Hallman, Associate Professor of Geography at a salary rate of $29,388 for 100% time for nine months to 25% time as Director of Continuing Education and 75% time as Associate Professor of Geography, with no change in salary.

4. Department of Theatre

Dr. Thomas K. Heino, Professor of Theatre and Chairman of the Department of Theatre from a salary rate of $41,725 for 100% time for twelve months to a salary rate of $42,275 for 100% time for eleven months, effective September 1, 1982.

5. University Affairs

Ms. Charlene Cloudy, from Acting Manager of Mail Services at a salary rate of $11,864 to Assistant Manager of the Post Office at a salary rate of $10,068, effective August 1, 1982.

Mr. David McWilliams, from Assistant Food Production Supervisor II at a salary rate of $13,838 to Food Production Supervisor I at a salary rate of $15,038, effective September 1, 1982.

Dr. Jack Nelson, Director of Auxiliary Services from a salary rate of $32,610 to a salary of $36,958, effective September 1, 1982. Dr. Nelson has assumed responsibility for the housing operation.

Mr. Larry Hall, from Assistant Food Production Supervisor I at a salary rate of $13,363 to Assistant Food Production Supervisor II at a salary rate of $13,603, effective September 13, 1982.

Ms. Sadie Allison, Assistant Director of Women's Intercollegiate Athletics for 25% time at a salary rate of $5,369 to Interim Director of Women's Intercollegiate Athletics for 25% time at a salary rate of $6,369, effective October 1, 1982.

6. Fiscal Affairs

Mr. Otto J. Ehrlich from Interim Vice President for Fiscal Affairs at an annual salary rate of $40,982 to Comptroller at an annual salary rate of $38,982, effective August 1, 1982.
Upon motion of Regent Jackson, seconded by Regent Wright, with all members voting aye, it was ordered that the following resignations be accepted.

1. Department of Biology

   Mr. William N. Jackson, Storeroom Supervisor for the Department of Biology, effective August 31, 1982.

2. Early Childhood Laboratory

   Ms. Katherine Rae Wynn, Lead Kindergarten Teacher, effective August 31, 1982.

3. School of Forestry

   Dr. A. Jay Schultz, Associate Professor of Forestry, effective August 31, 1982.

4. University Affairs

   Mr. Terry Conyers, Police Officer II, effective June 30, 1982.

   Ms. Mary Smith, Police Officer II, effective August 31, 1982.

   Mr. David Locke, Assistant Food Production Supervisor II, effective September 10, 1982.

   Ms. Sue Gunter, Director of Women's Athletics, effective September 30, 1982.

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

1. Department of Biology

   Dr. Jesse Herndon Burr, Jr., Professor of Biology, effective May 31, 1983.

2. Continuing Education

   Dr. Dwane Russell, Professor of Secondary Education and Director, Continuing Education, effective August 31, 1982. Dr. Russell will continue to teach on a part-time basis in the Department of Secondary Education.
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the following requests for a leave of absence be approved.

1. Division of Nursing

Mr. W. James Robertson, Assistant Professor of Nursing, for the Spring Semester, 1983. Mr. Robertson is pursuing a doctoral degree at Indiana University.

2. Fiscal Affairs

Mr. Stephen Andrew Andrasi, Plumbing Foreman, effective July 1, 1982. Mr. Andrasi is seriously ill.

Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the Faculty Workload Report for the Fall Semester 1982, be approved as submitted at the Board Meeting.

Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that an endorsement of English as a Second Language, both at the undergraduate and graduate levels, be approved as follows:

<table>
<thead>
<tr>
<th>ESL Endorsement Requirement -- Undergraduate</th>
<th>Courses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methods of Teaching English as a Second Language (SSL) (3 hours)</td>
<td>English 411 - Teaching English as a Foreign Language</td>
</tr>
<tr>
<td>Language Acquisition and Development (Psycholinguistics) (3 hours)</td>
<td>English 475 - Advanced Independent Studies in English under specific topic of Psycholinguistics: Language Acquisition</td>
</tr>
<tr>
<td>Descriptive/Contrastive Linguistics (total of 6 hours)</td>
<td>English 414 - Introduction to Linguistics Independent Language 315 - Special Topics in Foreign Languages and Cultures: Contrastive Linguistics</td>
</tr>
</tbody>
</table>
ESL Endorsement Requirement—Graduate

Methods of Teaching English as a Second Language (ESL) (3 hours)

Language Acquisition and Development (Psycholinguistics) (3 hours)

Descriptive/Contrastive Linguistics (total of 6 hours)

Courses

English 411G-Special Studies in Language: Teaching English as a Second Language
or
English 524-(Elementary Education 578. Seminar in Teaching English as a Second Language may substitute for this requirement with approval of the Certificate Officer.)

English 524-Special Studies in Language: Psycholinguistics: Language Acquisition and Development

English 414G-Special Studies in Language: Descriptive Linguistics
or
English 524

Spanish 578-Seminar: Contrastive Linguistics
Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the following curriculum items, approved by the University Undergraduate and Graduate Curriculum Committees, be approved:

**UNDERGRADUATE CURRICULUM COMMITTEE**

**School of Applied Arts and Sciences**

A. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal Justice 413</td>
<td>Legal Research</td>
<td>3</td>
</tr>
<tr>
<td>Criminal Justice 414</td>
<td>Appeals and Briefs</td>
<td>3</td>
</tr>
<tr>
<td>Military Science 106</td>
<td>Tactical Simulation</td>
<td>2</td>
</tr>
</tbody>
</table>

B. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New Title and Credit</th>
<th>New Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criminal Justice 460</td>
<td>Internship in Criminal Justice (3)</td>
<td>Leaders and Trends (3)</td>
<td></td>
</tr>
<tr>
<td>Military Science 206</td>
<td>Leaders and Trends (2)</td>
<td>Human Behavior &amp; Social Environment I (3)</td>
<td></td>
</tr>
<tr>
<td>Social Work 330</td>
<td>Human Behavior &amp; Social Environment I (2)</td>
<td>Human Behavior &amp; Social Environment II (3)</td>
<td></td>
</tr>
<tr>
<td>Social Work 335</td>
<td>Human Behavior &amp; Social Environment II (2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**School of Business**

A. Additions:

<table>
<thead>
<tr>
<th>Department</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Science 221</td>
<td>Introduction to Information Processing Systems</td>
<td>3</td>
</tr>
<tr>
<td>Economics 301</td>
<td>Economics of the Energy Industry</td>
<td>3</td>
</tr>
<tr>
<td>Management 452</td>
<td>Managing Multinational Organiza- tions</td>
<td>3</td>
</tr>
<tr>
<td>Management 461</td>
<td>First Level Supervision</td>
<td>3</td>
</tr>
<tr>
<td>Marketing 475</td>
<td>Special Problems in Marketing</td>
<td>1-3</td>
</tr>
<tr>
<td>Administrative Services 450</td>
<td>Practicum in Executive Communi- cation</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Services 468</td>
<td>Oil, Gas and Mineral Law</td>
<td>3</td>
</tr>
</tbody>
</table>
### B. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting 231</td>
<td>Principles of Accounting (3)</td>
<td>231</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Accounting 232</td>
<td>Principles of Accounting (3)</td>
<td>232</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Accounting 332</td>
<td>Intermediate Accounting (3)</td>
<td>332</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Accounting 437</td>
<td>Auditing Principles (3)</td>
<td>437</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Accounting 451</td>
<td>Introduction to Oil and Gas Accounting (3)</td>
<td>451</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Accounting 453</td>
<td>Accounting and Information Systems (3)</td>
<td>453</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Administrative Services 366</td>
<td>Real Estate Law (3)</td>
<td>366</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Computer Science 485</td>
<td>Internship in Computer Science (1-3)</td>
<td>485</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Management 476</td>
<td>Internship in Management (1-3)</td>
<td>476</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Management 490</td>
<td>Recruiting &amp; Interviewing (1)</td>
<td>490</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Marketing 486</td>
<td>Internship in Marketing (1-3)</td>
<td>486</td>
<td>(Change in course description)</td>
</tr>
</tbody>
</table>

### C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economics 484</td>
<td>Economics of the Future</td>
<td>3</td>
</tr>
</tbody>
</table>

### School of Education

#### A. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 261</td>
<td>Agricultural Economics</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 116</td>
<td>Basic Open Water Scuba</td>
<td>1</td>
</tr>
<tr>
<td>Health Education 215</td>
<td>Health Education for Today</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 337</td>
<td>Health Education for the Secondary School</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 345</td>
<td>Prevention &amp; Control of Diseases</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 450</td>
<td>Leadership Skills and Techniques for Outdoor Education</td>
<td>3</td>
</tr>
<tr>
<td>Physical Education 259</td>
<td>Intermediate Dance Techniques, II</td>
<td>2</td>
</tr>
<tr>
<td>Physical Education 451</td>
<td>Teaching/Directing Techniques of Drill Team</td>
<td>3</td>
</tr>
<tr>
<td>Special Education 439</td>
<td>Teaching Children with Behavioral Disorders</td>
<td>3</td>
</tr>
</tbody>
</table>
### B. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Education 121</td>
<td>Personal &amp; Community Health (3)</td>
<td>121</td>
<td>Core Concepts in Health Education (3)</td>
</tr>
<tr>
<td>Physical Education 258</td>
<td>Intermediate Dance Techniques (2)</td>
<td>258</td>
<td>Intermediate Dance Techniques, I (2)</td>
</tr>
<tr>
<td>Physical Education 349</td>
<td>Rhythms &amp; Dance in the Elementary School (3)</td>
<td>349</td>
<td>Rhythms &amp; Dance for Children (3)</td>
</tr>
<tr>
<td>Physical Education 449</td>
<td>Development of Dance Program (3)</td>
<td>449</td>
<td>Methods &amp; Materials in Rhythms &amp; Dance (3)</td>
</tr>
</tbody>
</table>

### C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 341</td>
<td>Agricultural Economics</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 237</td>
<td>Health Education for the Secondary School</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 245</td>
<td>Prevention and Control of Diseases</td>
<td>3</td>
</tr>
<tr>
<td>Health Education 335</td>
<td>Health Education for Today</td>
<td>3</td>
</tr>
</tbody>
</table>

### School of Fine Arts

#### A. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art 101</td>
<td>Drawing II</td>
<td>3</td>
</tr>
<tr>
<td>Art 130</td>
<td>3D - Design</td>
<td>3</td>
</tr>
<tr>
<td>Art 211</td>
<td>Painting II</td>
<td>3</td>
</tr>
<tr>
<td>Art 220</td>
<td>Printmaking I</td>
<td>3</td>
</tr>
<tr>
<td>Art 240</td>
<td>Art Metal &amp; Jewelry I</td>
<td>3</td>
</tr>
<tr>
<td>Art 250</td>
<td>Ceramics I</td>
<td>3</td>
</tr>
<tr>
<td>Art 260</td>
<td>Fiber Arts I</td>
<td>3</td>
</tr>
<tr>
<td>Art 275</td>
<td>Lettering</td>
<td>3</td>
</tr>
<tr>
<td>Art 411</td>
<td>Advanced Watercolor</td>
<td>3</td>
</tr>
<tr>
<td>Art 412</td>
<td>Movie Editing</td>
<td>3</td>
</tr>
<tr>
<td>Communication 401</td>
<td>Topics in Speech Communication</td>
<td>3</td>
</tr>
<tr>
<td>Communication 404</td>
<td>Fundamentals of Graphics</td>
<td>3</td>
</tr>
<tr>
<td>Music 262</td>
<td>Introduction to Electronic Music</td>
<td>3</td>
</tr>
<tr>
<td>Music 474</td>
<td>Studies in Music Literature</td>
<td>3</td>
</tr>
</tbody>
</table>
### B. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art 230</td>
<td>Sculpture I (3)</td>
<td>230</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 400</td>
<td>Drawing III (3)</td>
<td>400</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 410</td>
<td>Painting III (3)</td>
<td>410</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 420</td>
<td>Printmaking II (3)</td>
<td>420</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 430</td>
<td>Sculpture II (3)</td>
<td>430</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 440</td>
<td>Art Metal &amp; Jewelry II (3)</td>
<td>440</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 450</td>
<td>Ceramics II (3)</td>
<td>450</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Art 460</td>
<td>Fiber Arts (3)</td>
<td>460</td>
<td>Voice and Articulation (3)</td>
</tr>
<tr>
<td>Art 470</td>
<td>Advertising Design II (3)</td>
<td>470</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Communication 231</td>
<td>Voice Training for Speaking &amp; Reading (3)</td>
<td>231</td>
<td>Voice and Articulation (3)</td>
</tr>
<tr>
<td>Communication 342</td>
<td>Radio-Television Program-</td>
<td>442</td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Music 133</td>
<td>University Choir-Just We Girls (1)</td>
<td>133</td>
<td>Cabaret Players (1)</td>
</tr>
<tr>
<td>Music 136</td>
<td>Marching Band (1)</td>
<td>136</td>
<td>Marching Band (2)</td>
</tr>
<tr>
<td>Music 475</td>
<td>Special Problems (3)</td>
<td>475</td>
<td>Special Problems (1-3)</td>
</tr>
<tr>
<td>Music 476</td>
<td>Special Problems (3)</td>
<td>476</td>
<td>Special Problems (1-3)</td>
</tr>
</tbody>
</table>

### C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Art 200</td>
<td>Drawing II</td>
<td>3</td>
</tr>
<tr>
<td>Art 290</td>
<td>General Handicrafts</td>
<td>3</td>
</tr>
<tr>
<td>Art 300</td>
<td>Drawing III</td>
<td>3</td>
</tr>
<tr>
<td>Art 310</td>
<td>Painting II</td>
<td>3</td>
</tr>
<tr>
<td>Art 311</td>
<td>Painting III</td>
<td>3</td>
</tr>
<tr>
<td>Art 312</td>
<td>Movie Editing</td>
<td>3</td>
</tr>
<tr>
<td>Art 320</td>
<td>Printmaking I</td>
<td>3</td>
</tr>
<tr>
<td>Art 330</td>
<td>Sculpture II</td>
<td>3</td>
</tr>
<tr>
<td>Art 340</td>
<td>Art Metal &amp; Jewelry I</td>
<td>3</td>
</tr>
<tr>
<td>Art 350</td>
<td>Ceramics I</td>
<td>3</td>
</tr>
<tr>
<td>Art 370</td>
<td>Lettering</td>
<td>3</td>
</tr>
<tr>
<td>Art 375</td>
<td>Advertising Design II</td>
<td>3</td>
</tr>
<tr>
<td>Art 421</td>
<td>Printmaking III</td>
<td>3</td>
</tr>
</tbody>
</table>
### School of Liberal Arts

**A. Additions:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>English 373</td>
<td>Reasoning and Writing</td>
<td>3</td>
</tr>
<tr>
<td>English 473</td>
<td>Advanced Technical Writing</td>
<td>3</td>
</tr>
</tbody>
</table>

**B. Revisions:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthropology 480</td>
<td>Indians of the Americas (3) 380</td>
<td></td>
<td>(Change in course description)</td>
</tr>
<tr>
<td>Independent Language Arts 316</td>
<td>Independent Language (3) 316</td>
<td></td>
<td>Foreign Language Practicum (3)</td>
</tr>
<tr>
<td>Psychology 475</td>
<td>Special Problems (3)</td>
<td>475</td>
<td>Special Problems (1-4)</td>
</tr>
<tr>
<td>Sociology 451</td>
<td>Social Inequalities (3)</td>
<td>351</td>
<td>Social Class in America (3)</td>
</tr>
<tr>
<td>Sociology 466</td>
<td>Social Planning (3)</td>
<td>466</td>
<td>Principles of Planning (3)</td>
</tr>
</tbody>
</table>

### School of Science and Mathematics

**A. Additions:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology 239</td>
<td>Human Anatomy &amp; Physiology II</td>
<td>4</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 264</td>
<td>Introductory Topics in Mathematics &amp; Statistics</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics 303</td>
<td>Uses of Microcomputers in Mathematics</td>
<td>3</td>
</tr>
</tbody>
</table>

**B. Revisions:**

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology 238</td>
<td>Human Anatomy and Physiology (4) 238</td>
<td></td>
<td>Human Anatomy and Physiology I (4)</td>
</tr>
<tr>
<td>Mathematics 451</td>
<td>College Geometry (3)</td>
<td>451</td>
<td>(Change in course description)</td>
</tr>
</tbody>
</table>
C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mathematics 204</td>
<td>Uses and Operation of Programmable Calculators</td>
<td>3</td>
</tr>
</tbody>
</table>

GRADUATE CURRICULUM COMMITTEE

Graduate School

A. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services 450G</td>
<td>Executive Communications</td>
<td>3</td>
</tr>
<tr>
<td>Art 412G</td>
<td>Movie Editing</td>
<td>3</td>
</tr>
<tr>
<td>Art 460G</td>
<td>Fiber Arts</td>
<td>3</td>
</tr>
<tr>
<td>Art 475G</td>
<td>Architectural Rendering</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 493G</td>
<td>Outdoor Education: Field Activities</td>
<td>3</td>
</tr>
<tr>
<td>Elementary Education 574</td>
<td>Teaching Reading With Trade Books</td>
<td>3</td>
</tr>
<tr>
<td>English/Philosophy 465G</td>
<td>Comparative/World Literature</td>
<td>3</td>
</tr>
<tr>
<td>English/Philosophy 473G</td>
<td>Advanced Technical Writing</td>
<td>3</td>
</tr>
<tr>
<td>HPE 450G</td>
<td>Leadership Skills &amp; Techniques for Outdoor Education</td>
<td>3</td>
</tr>
<tr>
<td>HPE 451G</td>
<td>Teaching/Directing Techniques of Drill Team</td>
<td>3</td>
</tr>
<tr>
<td>Management/Marketing 552</td>
<td>Seminar in International Management</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 503</td>
<td>Mathematical Statistics</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 549</td>
<td>Mathematical Applications Using Microcomputers</td>
<td>3</td>
</tr>
<tr>
<td>Music 551</td>
<td>Advanced Instrumental Conduction</td>
<td>3</td>
</tr>
</tbody>
</table>

B. Revisions

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biology 581 A &amp; B</td>
<td>Problems in Teaching College Biology: Internship (3)</td>
<td>581</td>
<td>(Change in course description)</td>
</tr>
</tbody>
</table>
Communication 342
Psychology 519
Psychology 520
Psychology 575

C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title</th>
<th>Hours Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counseling &amp; Special Educational Programs 544</td>
<td>Advanced Topics in Elementary School</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 500</td>
<td>Combinatorial Analysis</td>
<td>3</td>
</tr>
<tr>
<td>Mathematics &amp; Statistics 565</td>
<td>Instrumental Pedagogy</td>
<td>1</td>
</tr>
<tr>
<td>Music 513</td>
<td>Clinical Internship II</td>
<td>6</td>
</tr>
<tr>
<td>Psychology 521</td>
<td>Student Personnel Services</td>
<td>3</td>
</tr>
</tbody>
</table>
83-13
Upon motion of Regent Samuel, seconded by Regent Garner, with all members voting aye, it was ordered that the Policy and Procedures Regarding Students Displaying Serious Psychological Problems be approved as submitted.

83-14
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the following revision in the Policy on Use of University Facilities be approved. The portion being revised is as follows, with the revisions underlined:

III. Reservations

1. Application
   a. Application for use of University facilities by University agencies shall be made to the appropriate University official as provided below:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Appropriate University Official</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom auditorium and office space</td>
<td>Dean of School having jurisdiction over that space</td>
</tr>
<tr>
<td>University Center</td>
<td>Director, Auxiliary Services</td>
</tr>
<tr>
<td>Residence Halls</td>
<td>Director, University Housing</td>
</tr>
<tr>
<td>Library carrels and seminar rooms</td>
<td>Director, Steen Library</td>
</tr>
<tr>
<td>University Coliseum and Stadium</td>
<td>Vice President for Administrative and Fiscal Affairs and the Director of Athletics</td>
</tr>
<tr>
<td>Health and Physical Education Complex and Tennis Courts</td>
<td>Coordinator of Department of Health and Physical Education</td>
</tr>
<tr>
<td>Other Outside Recreational Areas</td>
<td>Director of Intramurals</td>
</tr>
<tr>
<td>Other Outside Areas of the Campus</td>
<td>Dean of Student Development</td>
</tr>
</tbody>
</table>

   b. Application for use of University facilities by outside groups shall be made to the Vice President for Administrative and Fiscal Affairs.

2. Additional Procedures

In addition to this policy, the University may establish procedures for the reservation and use of each University facility. The University official responsible for each facility may be contacted regarding the policies for that facility.
3. Identification of Sponsor

The user may not assign or delegate any control or responsibility to any other user or co-sponsor, agent, or third party without prior written approval of the appropriate University official. All users or co-sponsors of an event must be clearly identified prior to confirmation of a reservation. Reservations for presenting one event may not be used for presenting a different event without written approval by the appropriate University official.

4. Assignment of Reservations

No reservation may be assigned in whole or in part.

83-15

Upon motion of Regent Bryce, seconded by Regent Todd, 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. 1120</td>
<td>Soil Testing Lab</td>
<td>To transfer funds from income account to O&amp;M to take care of additional expenses</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2. 1101</td>
<td>SFA Dairy Farm</td>
<td>Due to productivity level, additional expenses incurred</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>3. 1401</td>
<td>Computer Center</td>
<td>To acquire a replacement optical scanner</td>
<td>$22,500.00</td>
</tr>
</tbody>
</table>

Source of Funds: Education and General

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. 5180</td>
<td>Security &amp; Parking</td>
<td>Transfer from income account to O&amp;M to offset tow charges</td>
<td>$1,425.00</td>
</tr>
</tbody>
</table>

Source of Funds: Non-Pledged Property Surplus

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. 5620-9300</td>
<td>University Center</td>
<td>To cover repairs not anticipated</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>6. 5725</td>
<td>New Raguet Apts.</td>
<td>Replace the water chiller (south section) which serves 60 apartments</td>
<td>$52,000.00</td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus
83-16
Upon motion of Regent Jackson, seconded by Regent Samuel, with all members voting aye, it was ordered that an allocation of $100,000 to cover a portion of the cost of contract student housing for the 1982 Fall Semester be approved. Source of Funds: Pledged Property Surplus

83-17
Upon motion of Regent Samuel, seconded by Regent Jackson, with all members voting aye, it was ordered that the final budget positions of all accounts for FY82, as shown in the August 31, 1982, Monthly Report, be approved.

83-18
Upon motion of Regent Bryce, seconded by Regent Samuel, with all members voting aye, it was ordered that the University be authorized to purchase a bus, of highway class, at a cost no greater than $160,000.

83-19
Upon motion of Regent Garner, seconded by Regent Wright, with all members voting aye, it was ordered that Change Order No. 1 on the Alumni Association Project, in the amount of $754.00 be approved and the Chairman of the Board be authorized to sign the Change Order. Source of Funds: Funds supplied by Alumni Association. (See page 87 for Change Order)

83-20
Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that Change Order No. 1 on the Science/Math Classroom Building Project, in the amount of $7,500.00, be approved by the Board. Source of Funds: Ad Valorem Tax Funds. (See page 84 for Change Order)

83-21
Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that Change Order No. 2 on the Science/Math Classroom Building Project, in the amount of $5,750.00, be approved by the Board. Source of Funds: Ad Valorem Tax Funds. (See page 85 for Change Order)

83-22
Upon motion of Regent Cullum, seconded by Regent Samuel, with all members voting aye, it was ordered that the final contract on the Weight Room Project be ratified.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the 26th day of July in the year of Nineteen Hundred and Eighty Two

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

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

THE PROJECT: FIELD HOUSE ADDITION
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

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

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

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

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

FIELD HOUSE ADDITION
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 150 calendar days thereafter.

-2-
The Contractor further agrees to pay as liquidated damages the sum of TWO HUNDRED DOLLARS AND NO/100 ($200.00) per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($119,245.00) out of Pledged Property Surplus Funds and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

<table>
<thead>
<tr>
<th>BASE BID</th>
<th>$119,245.00</th>
</tr>
</thead>
</table>
ARTICLE 5

PROGRESS PAYMENTS

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

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

ARTICLE 6

FINAL PAYMENT

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

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

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

Drawings and Specifications entitled "FIELD HOUSE ADDITION, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"

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

1. Addendum No. 1, dated April 5, 1982 Page 1
   Copies of which are attached hereto are a part of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>71,736</td>
</tr>
<tr>
<td>Materials</td>
<td>77,509</td>
</tr>
<tr>
<td>Total</td>
<td>$119,245.00</td>
</tr>
</tbody>
</table>

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

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

By
Chairman

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

SEAL

READ AND EXAMINED:

Secretary

Board of Regents, Stephen F. Austin State University

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

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

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

of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity and Guaranty of Baltimore State of Maryland hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of

One Hundred Nineteen Thousand Two Hundred Forty-Five and no/100---

DOLLARS ($ 119,245.00 ), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas,

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

THE CONDITION OF THIS OBLIGATION is such that

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

the Owner, dated the 26th day of July, A. D., 1982, a copy of which is attached hereto and made a part hereof

for the construction of: Field House Addition
Stephen F. Austin State University
Nacogdoches, Texas
(Herein called the "Work").

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

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

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of July, A.D., 1982.

ATTEST:

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

(Principal) Secretary

SEAL

Witness as to Principal

ATTEST:

United States Fidelity and Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Address

BY

Attorney-in-Fact Joe Max Green

NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 81795

Know all Men by these Presents:

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

Joe Max Green

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

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

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 26th day of February, A. D. 1971.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By: Karl H. Doerre

(Signed) H. Ronald Kirkland

Vice-President.

Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY,

On this 26th day of February, A. D. 1971, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and H. Ronald Kirkland, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and H. Ronald Kirkland were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974...

Herbert J. Aull

Notary Public.

STATE OF MARYLAND, BALTIMORE CITY,

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

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 26th day of February, A. D. 1971.

Robert H. Bouse

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

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

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

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

I, Theodore G. Parks, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to
Joe Max Green of Nacogdoches, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

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

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 7-26-82

(Theodore Parks)
Assistant Secretary.
PAYMENT BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

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

a (2) Individual

of Nacogdoches, Texas hereinafter called Principal and

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

State of Maryland hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

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

building or improvements hereinafter referred to in the penal sum

of One Hundred Nineteen Thousand Two Hundred Forty-Five and no/100—

DOLLARS ($ 119,245.00 )

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

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum

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

executors, administrators and successors, jointly and severally,

firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such

that Whereas, the Principal entered into a certain contract with

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

UNIVERSITY, the Owner,
dated the __th__ day of ___, A. D., 19__

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

construction of: ________________

______________________________

Stephen F. Austin State University

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

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

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

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of July, A.D., 1982.

ATTEST:

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

By

(Secretary) Secretary

Seal

Witness as to Principal

Address

ATTEST:

United States Fidelity and Guaranty
Surety

By

(Secretary) Secretary

Witness as to Surety

Address

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

1. Correct name of Contractor
2. A Corporation, A Partnership or an Individual, as case may be.
3. Correct name of Surety
4. Correct name of Owner
5. County or Parish and State
6. Owner
7. If Contractor is Partnership, all partners should execute bond.
83-23
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the following budget be approved for the Weight Room Project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Cost (T. G. Evans Company)</td>
<td>$119,245.00</td>
</tr>
<tr>
<td>Architect Fees</td>
<td>9,540.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Administrative Cost</td>
<td>2,500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$136,285.00</strong></td>
</tr>
</tbody>
</table>

Source of Funds: Unexpended Plant Funds

83-24
Upon motion of Regent Jackson, seconded by Regent Samuel, with all members voting aye, it was ordered that the firm of Schaumburg & Polk, Incorporated be authorized to complete the working drawings and that the University take bids for the construction of the Sanitary Sewage System Improvements Project. Source of Funds: Ad Valorem Tax Funds.

83-25
Upon motion of Regent Wright, seconded by Regent Todd, with all members voting aye, it was ordered that the firm of Fisher & Spillman, 3204 Fairmount, Dallas, Texas 75201 be selected to design and supervise the renovation of the Griffith Fine Arts Building, and that the Chairman of the Board be authorized to sign the architectural services agreement, contingent upon the repeal of Article VII, Section 17 of the Constitution of the State of Texas. Source of Funds: Ad Valorem Tax Funds.

83-26
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the firm of Kent-Marselles-Scott, P. O. Box 2309, Lufkin, Texas 75901 be selected to design and supervise the renovation of the Forestry Lab Building and that the Chairman of the Board be authorized to sign the architectural services agreement, contingent upon the repeal of Article VII, Section 17 of the Constitution of the State of Texas. Source of Funds: Ad Valorem Tax Funds.

83-27
Upon motion of Regent Todd, seconded by Regent Jackson, with all members voting aye, it was ordered that the preliminary plans for addition to the Early Childhood Laboratory be approved and contingent upon the repeal of Article VII, Section 17 of the Constitution of the State of Texas, the architect be authorized to complete the final drawings and specifications. The Administration is further authorized to obtain bids on the project.
Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the preliminary plans on the Ferguson Building Addition/Renovation Project be approved and contingent upon the repeal of Article VII, Section 17 of the Constitution of the State of Texas, the architect be authorized to complete the final drawings and specifications. The Administration is further authorized to obtain bids on the project.

Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that the Board certify that funds for the Early Childhood Laboratory Addition, the Ferguson Building Renovation/Addition, the Forestry Laboratory Renovation, and the Griffith Fine Arts Renovation will be available from Ad Valorem Tax Funds now on hand and from appropriations contained in House Bill No. 1 of the 67th Legislature, Second Called Session, as follows:

**Projected Costs**

<table>
<thead>
<tr>
<th>Early Childhood Laboratory Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Costs</td>
</tr>
<tr>
<td>Architectural fees</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td>Administrative</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ferguson Building Renovation/Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Costs</td>
</tr>
<tr>
<td>Architectural fees</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td>Administrative</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forestry Laboratory Renovation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Costs</td>
</tr>
<tr>
<td>Architectural fees</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td>Administrative</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Griffith Fine Arts Renovation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Costs</td>
</tr>
<tr>
<td>Architectural fees</td>
</tr>
<tr>
<td>Contingency</td>
</tr>
<tr>
<td>Administrative</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

**GRAND TOTAL**                        | **$10,200,000** |
Funds Available
Ad Valorem Tax receipts on hand and uncommitted $ 5,176,102.84
Appropriated by H.B. 1, 67th Legislature, 8,000,000.00
Second Called Session
Total Available $13,176,602.84

Total Available After Funding of Projects Cited Above $ 2,976,602.84

Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the establishment of an Academic Assistance Center in the University Library be approved and that the expenditure of the funds listed below be approved, contingent upon passage of the Ad Valorem Tax Amendment in November, 1982. The proposed budget is as follows:

<table>
<thead>
<tr>
<th>Budget Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
</tr>
<tr>
<td>Renovations</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
</tr>
<tr>
<td>Laminator and dry-mounting press (1)</td>
</tr>
<tr>
<td>Microcomputers (4) and printer (1)</td>
</tr>
<tr>
<td>Player recorders (19)</td>
</tr>
<tr>
<td>Printer and developer (1)</td>
</tr>
<tr>
<td>Tape recorders (reel to reel) (14)</td>
</tr>
<tr>
<td>Tape decks (2)</td>
</tr>
<tr>
<td>Terminal for blind students (with Braille and speech output capacity) (1)</td>
</tr>
<tr>
<td>Television monitors (25&quot;) (4)</td>
</tr>
<tr>
<td>(12&quot;) (4)</td>
</tr>
<tr>
<td>Video cassette recorders/players (3)</td>
</tr>
<tr>
<td>Work tables, desks, chairs</td>
</tr>
<tr>
<td>Total - Equipment and Renovations</td>
</tr>
<tr>
<td>Renovations</td>
</tr>
<tr>
<td>Construction of carrels and other study areas (glass enclosed, sound proofed, etc.)</td>
</tr>
<tr>
<td>Electrical work</td>
</tr>
<tr>
<td>Total - Equipment and Renovations</td>
</tr>
</tbody>
</table>
83-31
Upon motion of Regent Garner, seconded by Regent Jackson, with all members voting aye, it was ordered that the University Administration be authorized to obtain bids for a replacement chiller for the Clark Apartments. Source of Funds: Auxiliary Enterprise Surplus.

83-32
Upon motion of Regent Todd, seconded by Regent Samuel, with all members voting aye, it was ordered that Kent-Marsellos-Scott, P. O. Box 2309, Lufkin, Texas 75901 be employed to plan and supervise repairs to Residence Halls 9 and 12, which will be undertaken in the summer of 1983, and the Chairman of the Board be authorized to sign the contract. Source of Funds: Auxiliary Enterprise Surplus
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT made as of the Twelfth day of October 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:

RENOVATION DORMITORIES 9 AND 12

The Owner and the Architect agree as set forth below.

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

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

II. The Owner shall compensate the Architect in accordance with the Terms and Conditions of this Agreement as stated in Article 14. All such payments and every payment herein provided shall be from Pledged Property Surplus Funds 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 Con-
struction Cost is not commensurate with the services required of the
Architect, provided such Change Orders are required by causes not
solely within the control of the Architect.

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

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

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

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

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

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

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

THE OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

DIRECT PERSONNEL EXPENSE

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

ARTICLE 5

REIMBURSABLE EXPENSES

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

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

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

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

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

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

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8

OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9

ARBITRATION

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the
Owner, and any other person sought to be joined. Any consent to
arbitration involving an additional person or persons shall not constitute
consent to arbitration of any dispute not described therein. This
Agreement to arbitrate and any agreement to arbitrate with an addi-
tional person or persons duly consented to by the parties to this Agree-
ment 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 Associa-
tion. The demand shall be made within a reasonable time after the claim,
dispute or other matter in question has arisen. In no event shall the
demand for arbitration be made after the date when institution of legal
or equitable proceedings based on such claim, dispute or other matter
in question would be barred by the applicable statute of limitations.

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

ARTICLE 10

TERMINATION OF AGREEMENT

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

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

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

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

   10 percent if termination occurs during the Design Develop-
   ment 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:

Remodeling Nine and 6/10 per cent 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: \( \text{percent (15\%)} \)
- Design Development Phase: \( \text{percent (35\%)} \)
- Construction Documents Phase: \( \text{percent (75\%)} \)
- Bidding or Negotiation Phase: \( \text{percent (80\%)} \)
- Construction Phase: \( \text{percent (100\%)} \)

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 provided under Subparagraph 1.7.21 or identified in Article 15 as part
of Additional Services, a multiple of (1.5) times the amounts billed to the Architect for such services.

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

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

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

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

ARTICLE 15

STATEMENT OF CERTIFICATION

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

By
Upon motion of Regent Garner, seconded by Regent Todd, with Regents Bowen, Bryce, Jackson, Samuel, Wright voting aye and Regent Cullum abstaining, it was ordered that the bid from Carrier in the amount of $49,292.00 for a refrigeration machine for the Chemistry Building be accepted and the University Administration be authorized to issue a purchase order. The order is for the low bid and the other bid was as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trane</td>
<td>$87,567.00</td>
</tr>
</tbody>
</table>

Upon motion of Regent Garner, seconded by Regent Samuel, with all members voting aye, it was ordered that Change Order No. 3 on the Science/Math Classroom Building Project be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 86 for Change Order)

Upon motion of Regent Garner, seconded by Regent Wright, with all members voting aye, it was ordered that the Agreement with Friberg Alexander Maloney Gipson Weir, Incorporated, for engineering services on the Refrigeration Machine Project for the Chemistry Building-Plant 1, be approved and the Chairman of the Board be authorized to sign the Agreement.
AGREEMENT
BETWEEN OWNER
AND CONSULTING ENGINEER
FOR
MECHANICAL AND ELECTRICAL
ENGINEERING SERVICES

MADE AND ENTERED INTO by and between Stephen F. Austin State University, hereinafter called "Owner", and Friberg Alexander Maloney Gipson Weir Inc., hereinafter called the "Engineer".

SECTION 1 - EMPLOYMENT OF ENGINEER

The Owner intends to provide a refrigeration machine for the Chemistry Building in Plant No. 1 at Stephen F. Austin State University, Nacogdoches, Texas, hereinafter called the "Project".

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

SECTION 2 - CHARACTER AND EXTENT OF BASIC SERVICES

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

2.1. PRELIMINARY PHASE

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

2.1.2 Determine types of systems best suited to meet the Owner's requirements.

2.1.3 Prepare preliminary layouts as required to define location and routing of the facilities.

2.1.4 Prepare design criteria and outline specifications for the project.

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

2.2 DESIGN PHASE

2.2.1 Participate in design conferences with the Owner to plan and coordinate the project.

2.2.2 Prepare calculations for previously established design requirements.

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

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

2.2.5 Prepare technical specifications for the project.

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

2.2.7 Provide and issue plans and specifications to bidders.

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

2.3 CONSTRUCTION PHASE (RECOMMENDED BASIC SERVICES)

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

2.3.2 Participate in preconstruction conferences and provide Owner with consultation and advice.

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

2.3.4 Answer questions regarding the mechanical and electrical plans and specifications. Preparations of additional plans for purposes other than clarification is not included in Basic Services. Preparation of change order documents required during construction is not included in Basic Services (See Special Services).

2.3.5 Make recommendations regarding proposed changes to work. Detailed investigative and survey work and/or plans and specifications required to implement pricing of proposed changes is considered to be a Special Service.
2.3.6 Assist the Owner in reviewing amounts required in partial payment invoices.

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

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

SECTION 3 - SPECIAL SERVICES

3.1 PREDICTABLE SPECIAL SERVICES

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

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

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

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

3.1.4 Special consultants to the Engineer and other disbursements approved by the Owner.

3.1.5 Field surveys for staking of the line for the Contractor; extensive value engineering; or life cycle cost studies.
3.1.6 Providing itemized material and labor detailed cost estimates.

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

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

3.1.9 Preparation of operating and maintenance manuals or training in operating and maintenance procedures.

3.2 UNPREDICTABLE SPECIAL SERVICES

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

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

3.2.2 Preparation of duplicate or alternate designs requested by the Owner for the purpose of obtaining alternate bids.

3.2.3 Redesign required by for reasons beyond the control of the Engineer.

3.2.4 Evaluation and recommendations on Construction Contractor's claims.

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

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

3.2.7 Preparation of documents for prepurchase of equipment, or multiple construction contracts.

SECTION 4 - EXCLUDED SERVICES

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

4.1.1 Engineer shall not be required to furnish any surveying, legal, accounting, or insurance counseling service to the Owner.
SECTION 5 - OWNER'S RESPONSIBILITY

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

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

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

SECTION 6 - THE ENGINEER'S COMPENSATION

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

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

6.1 BASIC SERVICES CHARGES (SALARY COST TIMES A MULTIPLIER)

Compensation for Basic Services shall be the "Salary Cost" of each employee plus overhead and profit of 1.75 times "Salary Cost" for personal services and shall be at invoice cost plus a fifteen percent service charge for direct nonlabor expense and subcontract expense. Maximum fee for basic services shall be THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00). Salary cost of Engineer's principals shall be at the rate of $30.91 per hour. The principals are Emil E. Friberg, Bobby G. Alexander, L. J. Maloney, D. W. Gipson and Victor A. Weir II.

Monthly payments shall be made to the Engineer in proportion to services rendered as evidenced by monthly statements submitted by the Engineer to the Owner.

6.2 SPECIAL SERVICES CHARGES

Except as modified hereinafter, Engineer's charges for all Predictable and Unpredictable Special Services as previously described shall be the "Salary Cost" of each employee plus overhead and profit of 1.75 times "Salary Cost" for personal services and shall be at invoice cost plus a fifteen percent service charge for direct nonlabor expense and subcontract expense. Salary cost of Engineer's principals shall be at the rate of $30.91 per hour.
Charges for assistance to the Owner as an expert witness in any litigation arising from the development or construction of the project shall be $680.00 per diem for each day, or part thereof, in which the Engineer's presence is required.

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

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

6.3 LATE PAYMENT CHARGES

Should the Owner fail to pay the Engineer within thirty days any partial or final statement, then he shall pay the Engineer, in addition to the sum due, interest thereon at the rate of 1-1/2 percent per month from the date due. In event payments are not promptly made, Engineer reserves the right as provided herein, at any time thereafter to treat the agreement as terminated by the Owner and recover compensation as provided by Section 12.

SECTION 7 - DEFINITION OF TERMS

7.1 CONSTRUCTION COST

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

7.2 SALARY COST

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

7.3 SUBCONTRACT EXPENSE

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

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

SECTION 8 - OWNERSHIP OF DOCUMENTS

Engineer's drawings and specifications, notes, and other data remain his property as instruments of service. Owner will be furnished and may retain the tracings in consideration of which it is mutually agreed that he will use them solely in connection with the work and shall not authorize their use on other work except by written consent of the Engineer. Reuse for extensions of the original project or for new projects entitles the Engineer to further compensation at a rate to be mutually agreed upon.

SECTION 9 - LIABILITY LIMITATION

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

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

SECTION 10 - RENEGOTIATION

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

SECTION 11 - DELAYS AND ABANDONMENT

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

SECTION 12 - BREACH OF CONTRACT

If payment is not made to the Engineer when due according to Section 6 of this agreement and this agreement is placed in the hands of an attorney for collection of such payment, or if any suit or other judicial proceeding
is instituted or had for the purpose of such collection or if it is collected through a probate or bankruptcy proceeding, the Owner shall pay an additional amount over and above the accrued payment or payments with interest thereon as currently determined by Fort Worth National Bank as reasonable attorney’s fees.

SECTION 13 - TERMINATION

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

SECTION 14 - ADDRESS OF NOTICES AND COMMUNICATIONS

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

Stephen F. Austin State University
Nacogdoches, Texas 75962
Attention: Vice President for Fiscal Affairs

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

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

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

Friberg Alexander Maloney Gipson Weir Inc.
Winfield Place, Third Floor
206 East 8th Street
Fort Worth, Texas 76102

SECTION 15 - SUCCESSORS AND ASSIGNMENTS

Owner and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this agreement without the written consent of the other, and they further agree that this contract represents the entire agreement between them and cannot be changed, added to or modified in any way or manner except by an instrument in writing signed by the Owner and the Engineer.
EXECUTED IN TWO (2) counterparts (each of which is an original) on behalf of Engineer and on behalf of Owner.

STEPHEN F. AUSTIN STATE UNIVERSITY  FRIBERG ALEXANDER MALONEY GIPSON WEIR INC.
Owner Consulting Engineer

By: ___________________________ By: ___________________________
Ted Bowen                           Emil G. F. Alexander
Title: Vice Chairman of the Board of Title: President
Regents

Date: October 12, 1982            Date: September 24, 1982
PROJECT: INSTRUCTIONAL FACILITIES
SCHOOL OF SCIENCE & MATHEMATICS
STEPHEN F. AUSTIN STATE UNIVERSITY

TO: Utley-James, Inc./Bryan Construction Company

YOU ARE HEREBY INSTRUCTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT WITH
Board of Regents/Stephen F. Austin State University
FOR THE ERECTION OF Classroom Building

Viz:

Item #1: Lower a portion of existing 4" chilled water lines and 3" heating water lines which serve the gymnasium building so as to pass beneath the new 30" storm drain line. This work shall be performed on a time and materials basis not to exceed $6,000.00.

Item #2: Lower approximately 45 lineal feet of existing 8" sanitary sewer line on North side of manhole at North wall of gymnasium building so as to pass beneath the new 30" storm drain line. This work shall be performed on a time and materials basis not to exceed $1,500.00.

DATE August 17, 1982
ORDER No. One (1)
CONTRACT No. 174
ADD $7,500.00 Maximum

THE SUM OF $Seven thousand, five hundred and no/100 ($7,500.00)-------- DOLLARS WILL BE Added to YOUR CONTRACT PRICE.

Very truly,

Jerry S. Sutton

Form 102
Copy for Contractor, Copy for Owner, Copy for Architect.
TO: Utley-James, Inc./Bryan Construction Company

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

Board of Regents/Stephen F. Austin State University

FOR THE ERECTION OF Classroom Building

Viz:

Revise "staging" areas and add temporary walkways and steps as indicated on attached drawing #1R of 1R and dated July 29, 1982. For this work add $5,750.00.

DATE August 17, 1982

Order No. Two (2)

Contract No. 174

Add $5,750.00

Deduct — 0 —

Approved

Glenn Justice, Chairman
Board of Regents/SFASU

Larry Allday, Jr. Bryan
Construction Co.

For the above Change

The sum of $ five thousand, seven hundred fifty and no/100 ($5,750.00) dollars will be Added to Your Contract Price.

Very truly,

Jerry G. Sutton

Form 102 Copy for Contractor, Copy for Owner, Copy for Architect.
PROJECT: INSTRUCTIONAL FACILITIES
SCHOOL OF SCIENCE & MATHEMATICS
STEPHEN F. AUSTIN STATE UNIVERSITY

To: Utley James, Inc./Bryan Construction Company

YOU ARE HEREBY INSTRUCTED TO MAKE THE FOLLOWING CHANGES IN YOUR CONTRACT WITH
Board of Regents/Stephen F. Austin State University

FOR THE ERECTION OF Classroom Building

Viz:
Change Order No. 1 dated August 17, 1982:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Cost of Work</td>
<td>$7500.00</td>
</tr>
<tr>
<td>Actual Cost of Work</td>
<td>6013.66</td>
</tr>
<tr>
<td>Difference</td>
<td>$1486.34</td>
</tr>
</tbody>
</table>

DATE: Sept. 22, 1982
Order No.: Three (3)
Contract No.: 174
Add: -0-
Deduct: $1486.34

APPROVED BY

Ted Bowen, Vice Chairman
Board of Regents, SFASU

Larry Rainwater, P.E.
Bryan Construction Co.

FOR THE ABOVE

Changes

THE SUM OF $1486.34
Fourteen hundred eighty six and 34/100--

WILL BE Deducted from YOUR CONTRACT PRICE.

VERY TRULY,

Jerry S. Sutton

FORM 102 Copy for Contractor, Copy for Owner, Copy for Architect.
CHANGE ORDER
AIA DOCUMENT G701

PROJECT: Alumni Association Office Building
(name, address) Stephen F. Austin State University

TO (Contractor):

Thomas & Thompson Const. Co., Inc.
P.O. Box 1502
Lufkin, Texas 75901

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

<table>
<thead>
<tr>
<th>Mods.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Shallower footing depths than shown.</td>
<td>$ - 218.00</td>
</tr>
<tr>
<td>#2</td>
<td>Sheet 1 revised 1/26/82 waterproof existing building wall.</td>
<td>+ 180.00</td>
</tr>
<tr>
<td>#3 - #4</td>
<td>Revised gutters, downspouts.</td>
<td>+ 1,557.00</td>
</tr>
<tr>
<td>#5</td>
<td>Under sidewalk drainage</td>
<td>+ 1,160.00</td>
</tr>
<tr>
<td>#6</td>
<td>Regents plaque. - Adding the plaque.</td>
<td>+ 400.00</td>
</tr>
<tr>
<td>#7</td>
<td>Soil stabilization at shallower depth than shown on account of soil refusal.</td>
<td>- 425.00</td>
</tr>
<tr>
<td>#8</td>
<td>Changing the size of the plaque.</td>
<td>+ 100.00</td>
</tr>
</tbody>
</table>

Less contingency fund

$ + 2,754.00
$ - 754.00

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 $ 166,800.00.
Net change by previously authorized Change Orders | $ 0
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $ 166,800.00.
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order $ 754.00.
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $ 167,554.00.
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:
Stephen F. Austin State University

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

Thomas & Thompson Const. Co.
P.O. Box 1502
Lufkin, Texas 75901

Ted Bowen, Vice-Chairman of the Board

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
10-12-82
Upon motion of Regent Garner, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Wright be on the Search Committee for the Women's Athletic Director.

The next meeting of the Board will be held in Nacogdoches, Texas on January 24 and 25, 1983.