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Minutes of the Meeting  
Stephen F. Austin State University  
Board of Regents  
Held in Nacogdoches, Texas  
April 26, 1983

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<td></td>
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<tr>
<td></td>
<td>Contract - T. G. Evans Co. (Dorms 9&amp;12 Repairs)</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>
The meeting was called to order by Mr. Glenn Justice, Chairman of the Board of Regents, at 9:00 a.m. April 26, 1983.

REGENTS -

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

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

FACULTY -

PRESENT:  Dr. Joseph A. Devine, Chairman, Faculty Senate
          Dr. T. J. Stanly, Chairman, Dept. of Agriculture
          Dr. Thomas A. Quarles, Asst. Professor of Agriculture
          Dr. June Irwin, Professor of Health and Physical Education
          Mr. Donald R. Beason, Associate Professor of Art

STUDENTS -

PRESENT:  Mr. Ross Crow, President of Student Government
          Ms. Leah Poston, SGA V. P. for Academic Affairs
          Mr. Gregg Pilgreen, SFA Chief Justice
83-71
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Bowen be elected as Chairman of the Board.

83-72
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that Regent Garner be elected as Vice Chairman of the Board.

83-73
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that Don L. Henry be elected as Secretary to the Board.

83-74
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the minutes of January 25, 1983, be approved.

83-75
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the 1983 Summer School Faculty and Staff appointments as submitted under separate cover be approved.

83-76
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the 1983-84 Faculty and Staff appointments (as amended 4-25-83) and submitted under separate cover be approved.

83-77
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated.

1. Department of Accounting.

Mr. Jack R. Ethridge, Jr., 32, (M.B.A., Southwest Texas State University), Assistant Professor in Accounting at a salary rate of $28,000 for 100% time for nine months, effective September 1, 1983.
2. Department of Administrative Services

Dr. Connie M. Mayer, 31, (J.D., University of Houston), Assistant Professor in Administrative Services at a salary rate of $22,000 for 100% time for nine months, effective September 1, 1983.

Dr. Nancy J. Wilmeth, Lecturer in Administrative Services at a salary rate of $4,884 for 75% time, effective Spring Semester, 1983 only.

3. Department of Communication

Mr. Michael E. Denning, 30, Radio-TV Technician, at a salary rate of $19,500 for 100% time for twelve months, effective February 28, 1983.

4. Department of Computer Science

Ms. Charlene Carol Peacock, 24, (M.S., Stephen F. Austin State University), Assistant Instructor in Computer Science, at a salary rate of $7,500 for 100% time, effective Spring Semester, 1983 only.

Mr. Regan Lee Rayburn, 32, (M.S., Colorado State University), Assistant Instructor in Computer Science, at a salary rate of $6,000 for 100% time, effective Spring Semester, 1983 only.

5. Department of Counseling and Special Educational Programs

Mr. Gilbert C. Hanke, Lecturer in Counseling and Special Educational Programs at a salary rate of $2,250 for 37 1/2% time, effective February 1, 1983 through May 31, 1983 only.

6. Department of Elementary Education

Mr. Steve Douglas Green, 30, (M.Ed., Stephen F. Austin State University), Lecturer in Elementary Education at a salary rate of $1,500 for 25% time, effective Spring Semester, 1983 only.

Ms. Keira Q. Lorenz, Lecturer in Elementary Education at a salary rate of $4,500 for 75% time, effective Spring Semester, 1983 only.

7. Department of English and Philosophy

Dr. Diane Corbin, Lecturer in English at a salary rate of $1,736 for 25% time, effective Spring Semester, 1983 only.
Ms. Annette S. Dawson, Lecturer in English at a salary rate of $3,720 for 50% time, effective Spring Semester, 1983 only.

Ms. Mary Rose Devine, Lecturer in English at a salary rate of $3,250 for 50% time, effective Spring Semester, 1983 only.

Ms. Susan McMath Hardy, Lecturer in English at a salary rate of $1,500 for 25% time, effective Spring Semester, 1983 only.

Mr. William Dale Hearell, Lecturer in English at a salary rate of $3,000 for 50% time, effective Spring Semester, 1983 only.

Ms. JoAnne C. Howard, Lecturer in English at a salary rate of $1,628 for 25% time, effective Spring Semester, 1983 only.

Ms. Molly A. Travis, Lecturer in English at a salary rate of $3,256 for 50% time, effective Spring Semester, 1983 only.

Ms. Deborah T. Yarrow, Lecturer in English at a salary rate of $1,500 for 25% time, effective Spring Semester, 1983 only.

8. 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 Spring Semester, 1983 only.

Mr. Larry R. O'Neal, 36, (M.B.A., Texas A&M University), Assistant Professor in Management and Marketing at a salary rate of $26,000 for 100% time for nine months, effective September 1, 1983. If Mr. O'Neal has the Ph.D. in hand by September 1, 1983, the salary rate will be $27,000 for 100% time for nine months.

9. Department of Mathematics and Statistics

Mr. James Kelly Cunningham, Lecturer in Mathematics at a salary rate of $6,000 for 75% time, effective Spring Semester, 1983 only.

Ms. Julie Lynn Gaylord, Lecturer in Mathematics at a salary rate of $4,500 for 75% time, effective Spring Semester, 1983 only.
Mr. John Nathan Whitten, 25, (B.S., Stephen F. Austin State University), Lecturer in Mathematics at a salary rate of $3,543.75 for 75% time, effective Spring Semester, 1983 only.

10. Department of Music

Mr. David L. Kennedy, Lecturer in Music at a salary rate of $1,845 for 31% time, effective Spring Semester, 1983 only.

Mr. Michael Pierce, Lecturer in Music at a salary rate of $1,350 for 35% time, effective Spring Semester, 1983 only.

Ms. Vicki Lyn Ray, Lecturer in Music at a salary rate of $1,500 for 15% time, effective Spring Semester, 1983 only.

11. Department of Secondary Education

Ms. Dorothy King Coleman, 51, (M.Ed., University of Houston), Lecturer in Secondary Education at a salary rate of $1,500 for 20% time, effective February 14 through May 15, 1983 only.

Dr. Clyde L. Iglinsky, Lecturer in Secondary Education at a salary rate of $1,500 for 20% time, effective Spring Semester, 1983 only.

12. Social Work Program

Mr. James A. Armsworth, Lecturer in Social Work at a salary rate of $1,750 for 25% time, effective Spring Semester, 1983 only.

13. University Library

Ms. Marthea Jo Turnage, Librarian I, at a salary rate of $14,500 for 100% time for nine months, effective January 12, 1983.

14. School of Applied Arts and Sciences

The following faculty have been appointed to teach off-campus for the Spring Semester, 1983, at the designated place, and for the salary indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Place</th>
<th>Salary</th>
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<tbody>
<tr>
<td>Roy Alston</td>
<td>Humble</td>
<td>$990</td>
</tr>
<tr>
<td>Mary Appleberry</td>
<td>Humble</td>
<td>1,440</td>
</tr>
</tbody>
</table>
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Agriculture

Dr. Thomas A. Quarles, Assistant Professor of Agriculture, to Associate Professor of Agriculture and Chairman of the Department of Agriculture, effective September 1, 1983.

Dr. T. J. Stanly, Professor of Agriculture and Chairman of the Department of Agriculture, to Professor of Agriculture, effective August 31, 1983.
2. Department of Art

Ms. Mary McCleary, Associate Professor of Art, from 100% time to 50% time, effective 1983-84 academic year. Ms. McCleary has requested the half-time appointment in order to continue her research and for professional development.

3. Department of Communication

Dr. Robert Ramsey, Associate Professor of Communication and Department Chairman, to Associate Professor of Communication, effective August 31, 1983.

4. Department of Computer Science

Dr. George M. Dailey, Assistant Professor of Computer Science, at a salary rate of $22,378 to a salary rate of $25,000 for 100% time for nine months. Dr. Dailey successfully completed requirements for the doctoral degree from the University of Southwestern Louisiana.

5. Graduate School

Dr. David L. Jeffrey, Interim Dean of the Graduate School and Coordinator of Grants, Contracts, and Research Services to Associate Dean of the Graduate School and Coordinator of Grants, Contracts, and Research Services, effective September 1, 1983.

6. School of Sciences and Mathematics

Dr. Glen T. Clayton, Dean of the School of Sciences and Mathematics and Professor of Physics, to Dean of the Graduate School and Professor of Physics, effective September 1, 1983.

83-79

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

1. Department of Agriculture

Mr. Danny Allen Coffey, Beef Farm Manager, effective February 28, 1983. Mr. Coffey resigned to accept employment elsewhere.
2. Department of Economics and Finance

Mr. William Samuel Aston, Assistant Professor of Economics, effective May 31, 1983. Mr. Aston resigned for personal reasons.

3. Department of Music


4. University Affairs

Ms. Margaret Tweed, Patrol Officer, effective March 16, 1983. Ms. Tweed's husband was transferred.

Ms. Janice Pustka, Dispatcher, effective January 3, 1983. Ms. Pustka has moved to Temple.

83-84
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following requests for leave be approved:

1. Department of Art

Mr. Reesman Kennedy, Professor of Art, effective September 1, 1983 through December 31, 1983. Mr. Kennedy has requested leave to conduct research and for professional development.

2. Division of Nursing

Ms. Lauren Lisbeth Heim, Assistant Professor of Nursing, from January 12 to January 21, 1983. Ms. Heim participated in a training session at Fort Sam Houston to fulfill requirements of her Army Reserve status.

Mr. W. James Robertson, Assistant Professor of Nursing, effective Fall Semester, 1983. Mr. Robertson is requesting an extension of his leave from September 1, 1983 until December 31, 1983, in order to continue work on a doctoral degree at Indiana University.

3. Department of Physics

Dr. James Carl Dennis, Associate Professor of Physics, effective September 1, 1983 through May 31, 1984. Dr. Dennis will continue his post-doctoral studies in microelectronics.
83-81
Upon motion of Regent Justice, seconded by Regent Jackson, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Art

Mr. Reesman Kennedy, Professor of Art, effective January 15, 1983.

Ms. Mary McCleary, Associate Professor of Art, effective September 1, 1983.

2. Department of Chemistry

Dr. James M. Garrett, Professor Chemistry, effective September 1, 1983.

3. Department of Management and Marketing

Dr. Mildred Golden Pryor, Professor of Management and Chairman of the Department of Management and Marketing, effective June 1, 1983.

4. Department of Physics

Dr. Robert Gruebel, Professor of Physics, effective September 1, 1983.

83-82
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the following promotions be awarded:

From Associate Professor to Professor:

Dr. Wayne Murdock, Department of Economics & Finance
Dr. Patsy Hallman, Department of Home Economics
Dr. David Jeffrey, Department of Counseling and Special Educational Programs
Dr. Ronald Anderson, Department of Music
Mr. Donald R. Beason, Department of Art
Dr. James Towns, Department of Communication
Dr. Herschel Reeves, School of Forestry
Dr. Arthur Clagett, Department of Sociology
Dr. Ennis D. McCune, Department of Mathematics and Statistics
Dr. Austin Sartin, Department of Geology
From Assistant Professor to Associate Professor:

Dr. Camille Price, Department of Computer Science
Dr. Lynnette Solomon, Department of Economics & Finance
Dr. Nancy C. Speck, Department of Management and Marketing
Dr. Kurt Stanberry, Department of Administrative Services
Dr. David Creech, Department of Agriculture
Dr. Thomas A. Quarles, Department of Agriculture
Mr. Mack Ramsey, Department of Home Economics
Dr. Barbara Carr, Department of English and Philosophy
Dr. Janet Dirlam, Department of Modern Languages
Dr. Raymond Eastman, Department of Psychology

From Instructor to Assistant Professor:

Ms. Carolyn M. Price, Department of Administrative Services
Ms. Rosemary Huff, Department of English & Philosophy
Mr. Charles Cates, Department of Chemistry
Mr. Joe Neel, Department of Mathematics and Statistics

83-83
Upon motion of Regent Justice, seconded by Regent Bryce, with all members voting aye, it was ordered that the following awards of tenure be approved:

Dr. John Harlan, Criminal Justice Program
Dr. Sammie Smith, Department of Accounting
Dr. Camille Price, Department of Computer Science
Dr. David Creech, Department of Agriculture
Mr. James Robertson, Division of Nursing
Dr. Norman Markworth, Department of Physics
Dr. Thomas A. Quarles, Department of Agriculture

83-84
Upon motion of Regent Cullum, seconded by Regent Justice, with all members voting aye, it was ordered that the following retirements be honored:

1. Department of Health and Physical Education

   Mr. Charles Simmons, Lecturer in Health and Physical Education and former Athletic Director and Football Coach, effective January 15, 1983.

2. Department of Music

   Dr. Morris Eugene Hall, Professor of Music, effective May 31, 1983
3. Department of Sociology

Dr. Marvin B. Wade, Professor of Sociology, effective August 31, 1983.

4. University Affairs

Ms. Elizabeth Curl, Cook II in the Hungry Jack Inn, effective January 31, 1983.

5. Administrative and Fiscal Affairs

Ms. Dona Gene Blair, Accounting Clerk II, effective March 31, 1983.

83-85
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following promotions to Emeritus status be approved:

1. Department of Art

Dr. Creighton Hall Delaney, Ph.D., Professor Emeritus of Art (posthumous), effective immediately.

2. Department of Agriculture

Mr. Oran Standley, M.A., Assistant Professor Emeritus of Agriculture, effective April 26, 1983.

3. Department of History

Dr. Robert Maxwell, Ph.D., Regents Professor Emeritus, effective April 26, 1983.

83-86
Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that Dr. June Irwin, Professor of Health and Physical Education, be designated Regents' Professor for Teaching for academic year 1983-84, and that Mr. Donald R. Beason, Associate Professor of Art, be designated Regents' Professor for Research for academic year 1983-84.

83-87
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, the University Policy on Faculty Developmental Leaves, as presented in Appendix No. 1 of the Report, was approved.
Upon motion of Regent Cullum, seconded by Regent Wright, with all members voting aye, it was ordered that the following budget adjustments for FY83 be approved:

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
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<tr>
<td>1. 1406-1003</td>
<td>Affirmative Action Office</td>
<td>Summer salary for Coordinator for Handicapped Student Programs</td>
<td>3,157.50</td>
</tr>
<tr>
<td>2. 1406-1001</td>
<td>Affirmative Action Office</td>
<td>Director's salary ($% time) for Summer 1983</td>
<td>5,112.00</td>
</tr>
<tr>
<td>3. 1170</td>
<td>Registrar's Off.</td>
<td>Four CRT terminals for on-line add/drop systems</td>
<td>4,650.00</td>
</tr>
<tr>
<td>4. 1020</td>
<td>Department of Agriculture</td>
<td>Purchase of two pick-ups and repair of another</td>
<td>20,230.00</td>
</tr>
<tr>
<td>5. 1816</td>
<td>General Contingency</td>
<td>SFA's pro rata share of study conducted by the Committee of Governing Boards</td>
<td>5,135.00</td>
</tr>
</tbody>
</table>

Source of Funds: Education and General Surplus
6. 5175      | May Festival                          | Spring Arts Week                                                             | 7,500.00   |
Source of Funds: Non-pledged Property Surplus
7. 5615      | U. C. Programs                        | Transfer income generated by U. C. Programs into expense account to offset deficit | 32,000.00  |
8. 1900-9300 | Stone Fort Museum                     | Repair stairs and install emergency door                                     | 2,500.00   |
9. 5020      | Intercollegiate Athletics (Men)      | Furnishings, carpet, and twenty-five second clock                            | 21,225.00  |
10. 5030     | Intercollegiate Athletics (Football) | New goal posts & pads                                                        | 5,279.00   |

Source of Funds: Pledged Property Surplus
83-89
Upon motion of Regent Todd, seconded by Regent Garner, with all members voting aye, it was ordered that the 1983 Summer Budget, as submitted under separate cover, be approved.

83-90
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the University be authorized to pay $22,000.00 in hospitalization insurance premiums covering the summer months for staff members employed on a nine-month basis.

Source of Funds: Pledged Property Surplus

83-91
Upon motion of Regent Todd, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Snyder Construction Company of Troup, Texas, in the amount of $1,356,000.00 for the construction of the Early Childhood Laboratory Addition Project, be approved and the Chairman of the Board be authorized to sign the contract.
(See page 25 for contract).

83-92
Upon motion of Regent Jackson, seconded by Regent Wright, with all members voting aye, it was ordered that the budget for the Early Childhood Laboratory Addition Project be approved, as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction contract</td>
<td>$1,356,000</td>
</tr>
<tr>
<td>Architectural fees</td>
<td>94,920</td>
</tr>
<tr>
<td>Loose and movable furnishings</td>
<td>20,000</td>
</tr>
<tr>
<td>Administrative costs</td>
<td>30,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$1,500,920</strong></td>
</tr>
</tbody>
</table>

Source of Funds: House Bill No. 1 Appropriations

83-93
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the contract with C. Construction Company, Inc., Tyler, Texas, in the amount of $3,200,000.00, for the construction of the Liberal Arts Addition/Renovation Project, be approved and the Chairman of the Board be authorized to sign the contract.
(See page 44 for contract).
Upon motion of Regent Jackson, seconded by Regent Cullum, with all members voting aye, it was ordered that the budget for the Liberal Arts Addition/Renovation Project be approved as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Construction contract</td>
<td>$3,200,000</td>
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<tr>
<td>Architectural fees</td>
<td>247,270</td>
</tr>
<tr>
<td>Loose and movable furnishings</td>
<td>100,000</td>
</tr>
<tr>
<td>Administrative costs</td>
<td>30,000</td>
</tr>
<tr>
<td>Work by SFASU labor</td>
<td>22,815</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,600,085</strong></td>
</tr>
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</table>

Source of Funds: House Bill No. 1 Appropriations

Upon motion of Regent Cullum, seconded by Regent Justice, with all members voting aye, it was ordered that the contract with T. G. Evans Construction Co., Nacogdoches, Texas, in the amount of $687,176.00, for the Renovation of the Forestry Lab Building Project (1983), be approved and the Chairman of the Board be authorized to sign the contract. (See page 57 for contract).

Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the budget for the Renovation of the Forestry Lab Building Project (1983) be approved as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Construction contract</td>
<td>$687,176</td>
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<tr>
<td>Architectural fees</td>
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</tr>
<tr>
<td>Furnishings and equipment</td>
<td>62,000</td>
</tr>
<tr>
<td>Administrative costs</td>
<td>20,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$836,519</strong></td>
</tr>
</tbody>
</table>

Source of Funds: House Bill No. 1 Appropriations

Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the contract with T. G. Evans Construction Co., Nacogdoches, Texas, in the amount of $337,025.00, for the Dormitories 9 and 12 Repair Project (1983), be approved and the Chairman of the Board be authorized to sign the contract. (See page 77 for contract).
83-98
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the budget for the Dormitories 9 and 12 Repair Project (1983) be approved as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction contract</td>
<td>$337,025</td>
</tr>
<tr>
<td>Architectural fees</td>
<td>$33,703</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$370,728</strong></td>
</tr>
</tbody>
</table>

Source of Funds: Pledged Property Surplus

83-99
Upon motion of Regent Garner, seconded by Regent Todd, with all members voting aye, it was ordered that the bid submitted by Carney Roofing Company, Nacogdoches, Texas, in the amount of $41,581.00 for Garner Apartments Re-roofing Project, be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus

83-100
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the contract with Pineywoods Investment Co., Nacogdoches, Texas, in the amount of $456,700.00 for the East College Cafeteria Repair and Renovation Project, be approved and the Chairman of the Board be authorized to sign the contract. (See page 97 for contract).

83-101
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the budget for the East College Cafeteria Repair and Renovation Project be approved as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction contract</td>
<td>$456,700</td>
</tr>
<tr>
<td>Architectural fees</td>
<td>45,670</td>
</tr>
<tr>
<td>Administrative costs</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$504,370</strong></td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Repair and Renovation Surplus and Pledged Property Surplus
83-102
Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the Administration be authorized to issue a purchase order to the low bidder for the following:

Strip-tite flooring at a cost of $65,906.00 to Niggel Associates of Houston, Texas;

Protective flooring at a cost of $23,497.10 to Safe Guard Flooring of Dallas, Texas; and,

Basketball backstops at a cost of $10,208.00 to Central Distributing Company of San Antonio, Texas,

for a total expenditure of $99,611.10.

Source of Funds: Pledged Property Surplus

83-103
Upon motion of Regent Samuels, seconded by Regent Jackson, with all members voting aye, it was ordered that Regents Bryce and Bowen consult with President Johnson on various options for the construction of a Motor Pool Facility and Grounds Shop, and authorize the Chairman to sign a construction contract to be ratified at the July Board Meeting.

Source of Funds: Ad Valorem Tax Funds on Hand

83-104
Upon motion of Regent Jackson, seconded by Regent Justice, with all members voting aye, it was ordered that the preliminary plans on the Griffith Fine Arts Building Renovation Project be approved and (1) the architect be authorized to proceed with final drawings and specifications and (2) the Administration be authorized to obtain bids on the project.

Source of Funds: House Bill No. 1 and Ad Valorem Tax Funds on Hand

83-105
Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the bid submitted by F. R. Lewis Construction Company, Nacogdoches, Texas, in the amount of $50,023.00 for the construction of sidewalks on the Intramural Fields be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus
83-106
Upon motion of Regent Todd, seconded by Regent Wright, with all members voting aye, it was ordered that the bid submitted by Reneau Brothers Roofing Company, Nacogdoches, Texas, in the amount of $96,875.00, for re-roofing Units 1, 2, 3, and Starr Apartments be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus

83-107
Upon motion of Regent Jackson, seconded by Regent Cullum, with all members voting aye, it was ordered that the bid submitted by F. R. Lewis Construction Company, Nacogdoches, Texas, in the amount of $67,310.00 for re-paving parking lots, be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus

83-108
Upon motion of Regent Garner, seconded by Regent Wright, with all members voting aye, it was ordered that the Chairman of the Board, or Vice Chairman, be authorized to approve the low bid, subject to ratification at the July Board Meeting, and that the Administration be authorized to issue a purchase order for an air-conditioning unit for the Field House.

Source of Funds: Pledged Property Surplus

83-109
Upon motion of Regent Garner, seconded by Regent Wright, with all members voting aye, it was ordered that the Chairman of the Board, or Vice Chairman, be authorized to approve the low bid, subject to ratification at the July Board Meeting, and that the Administration be authorized to issue a purchase order for an air-conditioning unit for the Health Clinic.

Source of Funds: Pledged Property Surplus

83-110
Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the bid submitted by Trane Company of Shreveport, Louisiana, in the amount of $14,479.00 for a chiller for the Clark Apartments be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus
Upon motion of Regent Bryce, seconded by Regent Cullum, with all members voting aye, it was ordered that the bid submitted by Trane Company of Shreveport, Louisiana, in the amount of $34,991.00 for two chillers for Dormitories 9 and 12 be accepted and the Administration be authorized to issue a purchase order.

Source of Funds: Pledged Property Surplus

Upon motion of Regent Cullum, seconded by Regent Samuels, with all members voting aye, it was ordered that Change Order No. 2 to add $11,312.00 to the contract with Sumners, Incorporated, for the installation of the chiller in the Chemistry Building contract, be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 117 for Change Order).

Source of Funds: Ad Valorem Tax Funds on Hand

Upon motion of Regent Samuels, seconded by Regent Wright, with all members voting aye, it was ordered that preliminary plans for improvements at the President's home be approved and that the administration be authorized to accept bids and issue purchase orders upon approval of the Chairman of the Board of Regents.

Source of Funds: Auxiliary Enterprise Surplus

Upon motion of Regent Todd, seconded by Regent Cullum, with all members voting aye, it was ordered that the University be authorized to purchase that portion of the land owned by Ollie Bailey, which he has agreed to sell, at an agreed upon price, and that the Chairman of the Board be authorized to sign the contract. The Administration was further authorized to make any incidental expenditures associated with the purchase.

Source of Funds: Ad Valorem Tax Funds

Upon motion of Regent Wright, seconded by Regent Garner, with all members voting aye, it was ordered that, beginning in the Fall of 1984, the admissions requirements for beginning freshman students be increased as follows:
<table>
<thead>
<tr>
<th>Rank in High School Class</th>
<th>Required ACT</th>
<th>Required SAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Half</td>
<td>No minimum score (A score must be submitted.)</td>
<td>No minimum score (A score must be submitted.)</td>
</tr>
<tr>
<td>Lower Half</td>
<td>20 or higher</td>
<td>900 or higher</td>
</tr>
</tbody>
</table>
Upon motion of Regent Bryce, seconded by Regent Todd, with all members voting aye, it was ordered that the Resolution of Appreciation to Regent Justice be approved, as follows:
RESOLUTION OF APPRECIATION

WHEREAS, Glenn Justice graduated in 1941 from what was then Stephen F. Austin State College;

WHEREAS, he ultimately achieved marked success as a business and civic leader in Dallas;

WHEREAS, in recognition of his continued interest in his alma mater, Mr. Justice was appointed in 1973 to the Board of Regents of Stephen F. Austin State University;

WHEREAS, as a Board member, he has served with distinction as Chairman of the Building and Grounds Committee and, during 1982-83, as Chairman of the Board itself;

WHEREAS, Mr. Justice's term as Chairman has expired;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents, in meeting assembled April 26, 1983, that appreciation be expressed to Mr. Justice for his service as Chairman and in other ways and that best wishes be extended for continued success in his service on the Board;

AND BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Board and that a copy be presented to Mr. Justice.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Ted Bowen, Chairman

Homer Bryce

Fletcher Garner, Vice Chairman

Mrs. George P. Cullum, Jr.

Attest:

Larry Jackson

R.E. Samuel, Jr.

Walter C. Todd

Don L. Henry, Secretary to the Board

Mrs. Tom Wright
83-117
Upon motion of Regent Justice, seconded by Regent Cullum, with all members voting aye, it was ordered that the Resolution of Appreciation to Dr. T. J. Stanly be approved, as follows:
RESOLUTION OF APPRECIATION

WHEREAS, in 1969, Dr. Thomas Jackson Stanly accepted the Chairmanship of the Department of Agriculture at Stephen F. Austin State University;

WHEREAS, Dr. Stanly brought to the position a distinguished background as agricultural economist, university administrator, and officer in national professional societies;

WHEREAS, from 1969 to 1983, he provided outstanding leadership to agricultural education not only at SFA, but throughout the nation, in the process attracting and maintaining an excellent faculty, upgrading teaching and research and service activities, and substantially encouraging student activity;

WHEREAS, Dr. Stanly has relinquished the Chairmanship in order to devote his attention to teaching, research, and other professional activity;

NOW, THEREFORE, BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled April 26, 1983, that appreciation be expressed to Dr. Stanly for his leadership and that best wishes be extended to him in his continued association with the University;

AND BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the Board and that a copy be presented to Dr. Stanly.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Ted Bowen, Chairman

Homer Bryce

Fletcher Garner, Vice Chairman

Mrs. George P. Cullum, Jr.

Attest:

Larry Jackson

Glenn Justice
R.E. Samuel, Jr.

Walter C. Todd

Don L. Henry, Secretary to the Board

Mrs. Tom Wright
CONTRACT

SYNDER CONSTRUCTION COMPANY
Troup, Texas

"EARLY CHILDHOOD LABORATORY ADDITION PROJECT"
 AGREEMENT

Made as of the 26th day of APRIL in the year of Nineteen Hundred and Eighty Three

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

P. O. Box 668
Troup, Texas 75789

THE PROJECT: EARLY CHILDHOOD LABORATORY ADDITION
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: KENT-MARCELLOS-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 EARLY CHILDHOOD LABORATORY 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 480 calendar days thereafter.
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 MILLION THREE HUNDRED FIFTY SIX THOUSAND AND NO/100 DOLLARS ($1,356,000.00) out of Ad Valorem Tax proceeds and or special appropriation and other funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract sum is determined as follows:

\[
\begin{align*}
\text{BASE BID} & \quad - \quad $1,356,000.00
\end{align*}
\]
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 labor, materials and equipment incorporated in the Work and Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five (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 "EARLY CHILDHOOD LABORATORY 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 3-3-83; Pages 1-3, Details 3S/6, 10-7/20, P10.0 (Attachment - 02601 - PAVING, Pages 1-2, Details 3C/32; 3C/80)

Addendum No. 2, dated 3-10-83; Pages 1-5; Detail 3C/101
Addendum No. 3, dated 3-15-83; Pages 1-2
Addendum No. 4, dated 3-18-83; Page 1
Addendum No. 5, dated 3-21-83; 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 $100,000.00.
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) **Comprehensive Catastrophic Liability Insurance (Umbrella Liability)**
   - $1,000,000.00

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

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

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

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor</strong></td>
<td><strong>$ 502,032.00</strong></td>
</tr>
<tr>
<td><strong>Materials</strong></td>
<td><strong>$ 853,918.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 1,356,000.00</strong></td>
</tr>
</tbody>
</table>
Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By [Signature]
Chairman

Snyder Construction Company, Inc.
P. O. Box 668
Troup, Texas 75789
Address

SEAL

READ AND EXAMINED:

[Signature]
Secretary
Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
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) Snyder Construction Company, Inc., A Corporation of (2) Troup, Texas hereinafter called Principal and (3) Gulf Insurance Company of Dallas State of Texas hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of One Million Three Hundred Fifty Six Thousand and no/100-DOLLARS ($1,356,000.00), 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 April, A.D., 1983, a copy of which is attached hereto and made a part hereof for the construction of: Early Childhood Laboratory 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 April, A.D., 1983.

ATTEST:

SNYDER CONSTRUCTION COMPANY, INC.
Principal

BY

Harold C. Snyder - President

(Surety) Secretary

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

Address

ATTEST:

GULF INSURANCE COMPANY
Surety

BY

Attorney-in-Fact Rudolph Norris

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

Address

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

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

1. Snyder Construction Company, Inc.,

a 2. Corporation

of Troup, Texas hereinafter called Principal and

3. Gulf Insurance Company of Dallas,

State of Texas hereinafter called the Surety,

are held and firmly bound unto 4. BOARD OF REGENTS,

STEPHEN F. AUSTIN STATE UNIVERSITY

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

of One Million Three Hundred Fifty Six Thousand and no/100--

DOLLARS ($1,356,000.00)
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 April, A. D., 1983, a copy of which is hereto attached and made a part hereof for the
construction of: Early Childhood Laboratory Addition, Stephen F. Austin
State University, Nacogdoches, Texas

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

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

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of April, A.D., 1983.

ATTEST:

Snyder Construction Company, Inc.  
Principal  
BY  
Harold C. Snyder - President

(seal)

Witness as to Principal  
P.O. Box 668  
Troup, Texas 75789

Address

ATTEST:

Gulf Insurance Company  
Surety  
BY  
Attorney-in-Fact Rudolph Norris

(Surety) Secretary  
Witness as to Surety  
P.O. Box 31300  
Dallas, Texas 75231

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.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That GULF INSURANCE COMPANY, a corporation of the State of Missouri, hereinafter called Company, does hereby appoint

RUDOLPH NORRIS OR STACI MANNIX OR CLEM F. LESCH OR MICHELE PRADO,
DALLAS, TEXAS

its true and lawful Attorney-in-fact to make, execute, seal and deliver on its behalf, as surety, any and all bonds and undertakings of Suretyship.

The execution of such bonds or undertakings in pursuance of these presents shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is issued pursuant to and by authority of the following resolution of the Board of Directors of the Company, adopted effective September 29, 1961, and now in full force and effect:

Resolved that the President or any Vice President or any Secretary may appoint Attorneys-in-fact in any State, Territory or Federal District to represent this company and to act on its behalf within the scope of the authority granted to them in writing, which authority may include the power to make, execute, seal and deliver on behalf of this Company as surety, and as its act and deed any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require, including authority to appoint agents for the service of process in any jurisdiction, State or Federal and authority to attest to the signature of the President or any Vice President or any Secretary and to verify any affidavit or other statement relating to the foregoing, and to certify to a copy of any of the by-laws of the Company and to any resolutions adopted by its Board of Directors; and any such Attorney-in-fact may be removed and the authority granted him revoked by the President or any Vice President or any Secretary or by the Board of Directors.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following resolution voted by the Board of Directors of the Gulf Insurance Company at a meeting duly called and held on the 24th of July, 1973.

Whereas, the Company has caused this Power of Attorney to be signed and its corporate seal to be affixed by its authorized officer this 12th day of August 1981.

By

[Signature]

JACK W. MAYNARD
VICE PRESIDENT

CERTIFICATE

I, the above-mentioned Attorney-in-fact of the Company, hereby certify that the foregoing instrument was signed and authenticated in my presence, by the person purporting to be the foregoing officer, the said document being a true copy of said instrument and executed at the time and place stated.

On this 30th day of June 1984

[Signature]

CLIFFORD R. BEARD
NOTARY PUBLIC

[Form 1 R77 (R-73)]
CONTRACT

C. CONSTRUCTION COMPANY
   Tyler, Texas

"LIBERAL ARTS ADDITION/RENOVATION PROJECT"
AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1977 EDITION

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


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

AGREEMENT

made as of the twenty fifth (25th) day of April in the year of Nineteen Hundred and eighty three (1983)

BETWEEN the Owner: STEPHEN F. AUSTIN STATE UNIVERSITY
Nacogdoches, Texas

and the Contractor: C Construction Company
Post Office Box 8270
Tyler, Texas 75711

The Project: Alterations & Addition to
The Liberal Arts Building
Stephen F. Austin State University, Nacogdoches, Texas

The Architect: MOREY/FAHLER INC.
11615 Forest Central Dr., Suite 211
Dallas, Texas 75243

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

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

Alterations & Addition to
The Liberal Arts Building
Stephen F. Austin State University
Nacogdoches, Texas

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced upon receipt of "Notice to Proceed".

and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 18 August 1984

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

The Contractor agrees that for each calendar day the project remains uncompleted after 18 August 1984, the Owner may deduct $1000 per day from the compensation due the Contractor as proper, liquidated damages.
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

Three million, two hundred thousand dollars ($3,200,000)

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

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>2,828,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternate No. 1</td>
<td>194,000</td>
</tr>
<tr>
<td>Alternate No. 2</td>
<td>43,000</td>
</tr>
<tr>
<td>Alternate No. 3</td>
<td>120,000</td>
</tr>
<tr>
<td>Alternate No. 4</td>
<td>4,000</td>
</tr>
<tr>
<td>Alternate No. 5</td>
<td>11,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3,200,000</strong></td>
</tr>
</tbody>
</table>

ARTICLE 5
PROGRESS PAYMENTS

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

Not later than fifteen (15) days following the end of the period covered by the Application for Payment ninety five percent (95 %) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety five percent (95 %) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

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

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

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

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

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:
(List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.)

Drawings dated 1 March 1983
 Sheets
 A-1, A-IU, A-2 thru A-31
 S-1 thru S-14
 M-1 thru M-17
 E-1, E-1A, E-2 thru E-13

Specifications dated 1 March 1983
 Addendum No. 1 dated 1 April 1983
 Addendum No. 2 dated 11 April 1983
 Addendum No. 3 dated 1 April 1983
 Addendum No. 4 dated 11 April 1983

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

OWNER

C. CONSTRUCTION COMPANY, INC.

CONTRACTOR

STEPHEN F. AUSTIN STATE UNIVERSITY

By: Gordon Campbell, President

Ted Bowen, Chairman of the Board of Regents

©1977 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20005
PERFORMANCE BOND NUMBER 8097-85-81

(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 SMITH

KNOW ALL MEN BY THESE PRESENTS: That we (1) C. CONSTRUCTION CO., INC.

of (2) P. O. Box 8270, Tyler, Texas 75711 hereinafter called Principal and (3) FEDERAL INSURANCE COMPANY

of 51 John F. Kennedy Parkway, Hills State of New Jersey

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

hereinafter called Owner, in the penal sum of THREE MILLION TWO HUNDRED

THOUSAND AND NO/100 DOLLARS ($ 3,200,000.00), in lawful money of the United States,

to be paid in (5) ___________________________,

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) STEPHEN F. AUSTIN STATE UNIVERSITY

the Owner, dated the 25th day of April, A. D., 1983, a copy of which is attached hereto and made a part hereof for the construction of:

ALTERATIONS & ADDITION TO THE LIBERAL ARTS BUILDING AT STEPHEN F. AUSTIN

STATE UNIVERSITY, NACOGDOCHES, TEXAS

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

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of twelve (12) months from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Smith 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 25th day of April, A. D. 19 83.

ATTEST:

Linda Fowler
(Principal) Secretary
Linda Fowler

Gordon Campbell, President

C. CONSTRUCTION CO., INC.

Witness as to Principal Jane Ford

P.O. Box 8270, Tyler, TX 75711
(Address)
STATE OF TEXAS

CURTIS B. ROBERTS, RESIDENT AGENT

COUNTERSIGNED:

Signature

Assistant Attorney General

ATTORNEY GENERAL OF TEXAS

APPROVED AS TO FORM:

Assistant Attorney General

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

If Contractor is Partnership, all partners should execute bond.

1) Correct name of Contractor

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

3) Correct name of Owner

4) Correct name of Surety

5) County of Parish and State

6) Owner

7) Omear

Federal Insurance Company

Address

FEDERAL INSURANCE COMPANY

SURTIS, B. ROBERTS, RESIDENT AGENT

101 FISK STREET-SUITE 120

Jacksonville, Florida 32204

Attorney-in-Fact

Tom S. Lobrano, III

Attorney-in-Fact

Assistant Attorney General

SIGNED

Curtis B. Roberts, Resident Agent

JUNE RADER

Secretary (Surety) Secretary

Power of Attorney attached

ATTORNEY
THE STATE OF TEXAS

COUNTY OF SMITH

KNOW ALL MEN BY THESE PRESENTS: That we (1) C. CONSTRUCTION CO., INC.

a (2) Texas Corporation

of 215 Winchester, P. O. Box 8270, Tyler, Texas 75711

hereinafter called Principal and (3) FEDERAL INSURANCE COMPANY

51 John F. Kennedy Parkway,

of Short Hills, State of New Jersey hereinafter called the Surety, are held and firmly bound unto (4) STEPHEN F. AUSTIN STATE UNIVERSITY, Nacogdoches, Texas

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 THREE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($ 3,200,000.00 ) in lawful money of the United States, to be paid in (5)

, 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) STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 25th day of April , A. D. 1983, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Smith 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 25th day of April, A. D., 1983.

ATTEST:

[Signatures]

C. CONSTRUCTION CO., INC.
Principal

By
Gordon Campbell, President

Witness as to Principal
Jane Ford

P.O. Box 8270, Tyler, TX 75711
Address
ATTEST:

Power of Attorney Attached
(Surety) Secretary

June Rader

Witness as to Surety June Rader

701 Fisk Street-Suite 120
Jacksonville, Florida 32204

Address

FEDERAL INSURANCE COMPANY

(by)

Attorney-in-Fact

Tom S. Lobrano, III

APPROVED AS TO FORM:
ATTORNEY GENERAL OF TEXAS

BY: Assistant Attorney General

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

COUNTERSIGNED:

Curtis B. Roberts, Resident Agent
State of Texas
Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 51 J.F. Kennedy Parkway, Short Hills, N.J., a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

Tom S. Lobrano III, A. B. Lynch, Jr. and James C. Congelio of Jacksonville, Florida—

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.

2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.

3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 1982.

FEDERAL INSURANCE COMPANY

By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY

ss:
County of Essex

On this 1st day of January 1982, before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me on the date above written.

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 1983
SHORT HILLS, N.J. \{ ss. \} \\
County of Essex \\

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc. permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J. this 25th day of April 1983.

[Signature]
Assistant Secretary
CONTRACT

T. G. EVANS CONSTRUCTION COMPANY
Nacogdoches, Texas

"RENOVATION OF THE FORESTRY LAB BUILDING PROJECT (1983)"
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Sixth day of APRIL in the year of Nineteen Hundred and Eighty Three

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: FORESTRY LABORATORY RENOVATIONS & ADDITIONS 1983
STEVEN 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 FORESTRY LABORATORY RENOVATIONS & ADDITIONS 1983
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 240 calendar days thereafter.
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 SIX HUNDRED EIGHTY SEVEN
THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND NO/100 ($687,176.00)

out of funds available to the Owner for expenditure for the use and benefit
of Stephen F. Austin State University from funds provided by Ad Velorum
Tax Funds

The Contract Sum is determined as follows:

| BASE BID | $687,176.00 |
ARTICLE 5

PROGRESS PAYMENTS

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

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

ARTICLE 6

FINAL PAYMENT

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

MISCELLANEOUS PROVISIONS

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

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

Drawings and Specifications entitled "FORESTRY LABORATORY RENOVATIONS & ADDITIONS 1983, 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 March 29, 1983, Pages 1-2
   Addendum No. 2, dated April 12, 1983, Page 1-2
   Addendum No. 3, dated April 15, 1983, Page 1-2, Detail Sheet E-4A (4-13-83)

Addendum No. 4, dated April 18, 1983, 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:**

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 $100,000.00.

**Comprehensive Auto Liability:**

**Bodily Injury Liability**

$250,000.00 - each person

$500,000.00 - each occurrence

**Property Damage Liability**

$100,000.00 - each occurrence
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) **Comprehensive Catastrophic Liability Insurance (Umbrella Liability)** $1,000,000.00.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>$240,511.00</th>
</tr>
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<tbody>
<tr>
<td>Materials</td>
<td>$446,665.00</td>
</tr>
<tr>
<td>Total</td>
<td>$687,176.00</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

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

SEAL

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

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

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of Six Hundred Eighty Seven Thousand One Hundred Seventy Six Dollars and NO/100

DOLLARS ($687,176.00 ), in lawful money of the United States, to be paid in (5) Nacogdoches County, Texas

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

THE CONDITION OF THIS OBLIGATION is such that

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY.

the Owner, dated the ___ day of ___, A. D., 1983, a copy of which is attached hereto and made a part hereof for the construction of: Forestry Laboratory Renovations & Additions 1983

Stephen F. Austin State University

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

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

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

PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of April, A.D., 1983.

ATTEST:

T. G. Evans Company
Principal

(Principal) Secretary

BY

Witness as to Principal

Address

ATTEST:

United States Fidelity & Guaranty
Surety

(Surety) Secretary

BY

Witness as to Surety

Nacogdoches, Texas
Address

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

a (2) Individual

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity and Guaranty Baltimore

State of Maryland hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

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

building or improvements hereinafter referred to in the penal sum

of Six Hundred Eighty Seven Thousand One Hundred Seventy Six Dollars

and no/100---------------DOLLARS ($ 687,176.00 )

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 April, A. D., 1983,

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

construction of: Forestry Laboratory Renovations & Additions 1983

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

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

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of April, A.D., 1983.

ATTEST:

T. G. Evans Company
Principal

(Surety) Secretary

United States Fidelity and Guaranty
Surety

(Surety) Secretary

Witness as to Surety

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. 85813

Know all Men by these Presents:

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

Gary Willis

of the City of Nacogdoches, State of Texas

to be its true and lawful attorney for the State of Texas

for the following purposes, to wit:

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

Gary Willis

may lawfully do in the premises by virtue of these presents.

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

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By...........................................

James D. Rector

Vice-President.

(Signed) ...........................................

W. B. M. Hingeley

Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY,

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

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

(Signed) Margaret M. Hurst

Notary Public.

STATE OF MARYLAND BALTIMORE CITY, I,

Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of doing a Notary Public of the State of Maryland, and 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 hereunto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 7th day of July, A.D. 1978

(SIGNED) Robert H. Bouse.

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

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

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

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

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

Gary Willis

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

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

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on April 26, 1983

(Date)

[Signature]

Assistant Secretary.
CONTRACT

T. G. EVANS CONSTRUCTION COMPANY
Nacogdoches, Texas

"DORMITORIES 9 & 12 REPAIR PROJECT (1983)"
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Sixth day of APRIL in the year of Nineteen Hundred and Eighty Three

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: DORMITORIES 9 & 12 REPAIRS 1983
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 DORMITORIES 9 & 12 REPAIRS 1983
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than AUGUST 17, 1983.
The Contractor further agrees to pay as liquidated damages the sum of SEVENTY DOLLARS AND NO/100 ($70.00) per day for each unfinished Bathroom 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 THREE HUNDRED THIRTY SEVEN THOUSAND TWENTY FIVE DOLLARS AND NO/100---($337,025.00)

out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Pledged Property Surplus Funds

The Contract Sum is determined as follows:

<table>
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<tr>
<th>BASE BID</th>
<th>$ 307,685.00</th>
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<td>ALTERNATE #1</td>
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<tr>
<td>$ 337,025.00</td>
<td></td>
</tr>
</tbody>
</table>

-3-
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 labor, materials and equipment incorporated in the Work and Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five (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 "DORMITORIES 9 & 12 REPAIRS 1983, 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 March 31, 1983, Pages 1-2, Detail Sheets 5-13b/4, 7-3/2, 10-16/4
   Addendum No. 2, dated April 18, 1983, Page 1
   Addendum No. 3, dated April 19, 1983, Page 1
   Addendum No. 4, dated April 21, 1983, 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:**
      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 $100,000.00.

**Comprehensive Auto Liability:**

**Bodily Injury Liability**

$250,000.00 - each person

$500,000.00 - each occurrence

**Property Damage Liability**

$100,000.00 - each occurrence
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) Comprehensive Catastrophic Liability Insurance (Umbrella Liability) $1,000,000.00.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>$134,810.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$202,215.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$337,025.00</strong></td>
</tr>
</tbody>
</table>
Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By

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

READ AND EXAMINED:

(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 Company

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

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of $337,025.00

DOLLARS ($337,025.00), 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 April, A.D., 1983, a copy of which is attached hereto and made a part hereof

for the construction of: Dormitories 9 & 12 Repairs 1983

Stephen F. Austin State University

Nacogdoches, Texas
NOW, THEREFORE, if the Principal shall well, truly and
faithfully perform the work in accordance with the Plans, Specifications
and Contract Documents during the original term thereof, and any ex-
tensions 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 addi-
tion 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 April, A.D., 1983.

ATTEST:

T. G. Evans Company
Principal

(Surety) Secretary

United States Fidelity & Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Nacogdoches, Texas
Address

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

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

a (2) Individual

do Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity & Guaranty of Dallas

State of Texas hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Three Hundred Thirty Seven Thousand Twenty-Five Dollars & No/100 DOLLARS ($337,025.00)

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 April, A.D., 1983,
a copy of which is hereto attached and made a part hereof for the
construction of: Dormitories 9 & 12 Repairs 1983, Stephen F. Austin
State University, Nacogdoches, Texas

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

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

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

PROVIDED FURTHER, that no final settlement
between the Owner and the Contractor shall abridge the right
of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 26th day of April, A.D., 1983.

ATTEST:

T.G. Evans Company
Principal

SY

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

United States Fidelity & Guaranty
Surety

BY Attorney-in-Fact Gary Willis

(Surety) Secretary

Nacogdoches, Texas

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.
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

Gary Willis

of the City of Nacogdoches, State of Texas

its true and lawful attorney in and for the State of Texas

for the following purposes, to wit:

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

may lawfully do in the premises by virtue of these presents.

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

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) James D. Rector

Vice-President.

(SEAL)

(Signed) W. B. M. Hingeley

Assistant Secretary.

STATE OF MARYLAND, }

BALTIMORE CITY, }

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

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

(SEAL) (Signed) Margaret M. Hurst

Notary Public.

STATE OF MARYLAND }

BALTIMORE CITY, }

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verify 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 7th day of July, A.D. 19__

(SEAL) (Signed) Robert H. Bouse

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

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

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

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

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

Gary Willis

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

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

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 4/26/83

(Date)

Theodore

Assistant Secretary.
CONTRACT

PINEYWOODS INVESTMENT COMPANY
Nacogdoches, Texas

"E. COLLEGE CAFETERIA REPAIR & RENOVATION PROJECT"
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Sixth day of APRIL in the year of Nineteen Hundred and Eighty Three

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

AND THE CONTRACTOR: PINEYWOODS INVESTMENT COMPANY, INC.
P. O. BOX 1068
NACOGDOCHES, TEXAS 75961

THE PROJECT: EAST COLLEGE CAFETERIA RENOVATIONS
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: KENT-MARCELLOS-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 EAST COLLEGE CAFETERIA RENOVATIONS
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

ARTICLE 3
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 104 calendar days thereafter. (Subject to Hobart delivery of equipment on time)
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 FOUR HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED DOLLARS AND NO/100 ($456,700.00) out of funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University from funds provided by Pledged Property Surplus Funds

The Contract Sum is determined as follows:

BASE BID $456,700.00
ARTICLE 5

PROGRESS PAYMENTS

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

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety Five (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 "EAST COLLEGE CAFETERIA RENOVATIONS, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS" Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

1. Addendum No. 1, Dated April 11, 1983, Pages 1-2

   Addendum No. 2, Dated April 15, 1983, 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, Kitchen Equipment, 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:**

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 $100,000.00.

**Comprehensive Auto Liability:**

**Bodily Injury Liability**

$250,000.00 - each person

$500,000.00 - each occurrence

**Property Damage Liability**

$100,000.00 - each occurrence
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) **Comprehensive Catastrophic Liability Insurance (Umbrella Liability)** $1,000,000.00.

g) 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.

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<td>Labor</td>
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<td>Materials</td>
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<tr>
<td>Total</td>
<td>$ 456,700.00</td>
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</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 ___________________________ Chairman

PINEYWOODS INVESTMENT COMPANY, INC.
P. O. BOX 1068, NACOGDOCHES, TEXAS 75961
Address

SEAL

By ___________________________

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) Pinewoods Investment Co., Inc.

of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity & Guaranty of Dallas State of Texas hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of Four Hundred Fifty Six Thousand Seven Hundred Dollars and No/100 DOLLARS ($456,700.00 ), 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 April, 1983, a copy of which is attached hereto and made a part hereof

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

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

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

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

26th day of April, A.D., 1983.

ATTEST:

Pineywoods Investment Co., Inc.
Principal

(by)

(Principal) Secretary

United States Fidelity & Guaranty
Surety

(by)

(Surety) Secretary

Witness as to Surety

Nacogdoches, Texas
Address

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

a (2) Corporation

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity & Guaranty of Dallas

State of Texas hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Four Hundred Fifty Six Thousand Seven Hundred Dollars and No/100 DOLLARS ($ 456,700.00)

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,
-2-

dated the 26th day of April, A. D., 1983,

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

construction of: East College Cafeteria Renovations

Stephen F. Austin State University, Nacogdoches, Texas

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 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 April, A.D., 1983.

ATTEST:

Pineywoods Investment Co., Inc.
Principal

(Principal) Secretary

BY

Witness as to Principal

United States Fidelity & Guaranty

Surety

(Surety) Secretary

BY

Witness as to Surety

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.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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
Vice-President.

(Signed) H. Ronald Kirkland
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.
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 4/26/83

(Date)

Theodore G. Parks

Assistant Secretary.
CHANGE ORDER NO. 2

"INSTALLATION OF CHILLER - CHEMISTRY BUILDING"

SUMNERS, INCORPORATED
Lufkin, Texas
CHANGE ORDER
AIA DOCUMENT C701

PROJECT: Chemistry Bldg. Refrigeration Machine
(name, address) Stephen F. Austin State University

TO (Contractor):
[ ] Sumners, Inc.
P. O. Box 218
Lufkin, TX 75901

ARCHITECT'S PROJECT NO: 82108.00
CONTRACT FOR: Chemistry Bldg. Ref.
Machine, Stephen F. Austin State Univ.

INITIATION DATE: April 6, 1983
CONTRACT DATE: January 25, 1983

Change Order Number: 2

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

Install conduit and 12.5 KV wire between the PMH-9 switch at Central Plant No. 1 and the transformer at the Austin Building.

The work is shown on the plans for "Alterations and Addition to the Liberal Arts Building, Stephen F. Austin State University" by Morey/Fahler Inc. dated March 1983 on the following sheets:

1. Sheet E-1, Plans and Notes by Symbol - 4 & 5.
2. Sheet E-7, Primary Schematic Diagram

The applicable sections of the specifications for the Liberal Arts project shall apply.

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) $296,280.00
Net change by previously authorized Change Orders + 7,550.00
The (Contract Sum) (Contract Sum) prior to this Change Order was $303,830.00
The (Contract Sum) (Contract Sum) by this Change Order $11,312.00
The new (Contract Sum) (Contract Sum) including this Change Order will be $315,142.00

The new Contract Sum includes this Change Order (unchanged) by 0 Days.

The Date of Substantial Completion as of the date of this Change Order therefore is August 15, 1983.

FRIEBERG ALEXANDER MALONEY
GIPSON WEIR INC.
P.O. Box 2080
Fort Worth, TX 76113
BY
DATE April 6, 1983

SUMNERS, INC.
CONTRACTOR
P.O. Box 218
Lufkin, TX 75901

BY
DATE 4-11-83

FRIBERG ALEXANDER MALONEY
GIPSON WEIR INC.
P.O. Box 6108, SFA Station
Address
Nacogdoches, TX 75962

BY
DATE 4-31-83

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G701 -- 1978
The meeting adjourned at 11:00 a.m.

Don L. Henry
Secretary to the Board