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Minutes of the Meeting
Stephen F. Austin State University
Board of Regents
Held in Nacogdoches, Texas
November 1, 1983

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<td></td>
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<td>75</td>
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November 1, 1983

The meeting was called to order by Mr. Ted Bowen, Chairman of the Board of Regents, at 9:00 a.m. November 1, 1983.

REGENTS -

PRESENT: Mr. Ted Bowen of Houston
Mrs. George Cullum, Jr. of Dallas
Mr. Fletcher Garner of Bridge City
Mr. Luke Honea of Wildwood
Mr. Larry Jackson of Plano
Ms. Willia B. Murphy of Crockett

ABSENT: Mr. Homer Bryce of Henderson
Mr. Glenn Justice of Dallas
Mr. Phil Simpson of Dallas

STAFF -

PRESENT: Dr. William R. Johnson, President of the University
Dr. Edwin Gaston, Vice President for Academic Affairs
Dr. Baker Pattillo, Vice President for University Affairs
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
Mr. Robert Provan, Legal Counsel

VISITORS- Donna McCollum, KTRE TV
Ross Crow, Student
Mr. George Cullum, Husband of Regent
Dora Vandervoort, Student
Leah Poston, Student
Upon motion of Regent Cullum, seconded by Regent Garner, with all members voting aye, it was ordered that the minutes of July 25, 1983, be approved.

Upon motion of Regent Jackson, seconded by Regent Honea, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated: (Summer 1983)

1. Department of Agriculture

Dr. Joe E. Gotti, Assistant Professor of Agriculture and Beef Farm Supervisor, at a salary rate of $1,667 for 50% time for one and one-half months, effective Summer II, 1983.

2. Department of Counseling and Special Educational Programs

Ms. Emilie Kief, Lecturer in Counseling and Special Educational Programs, at a salary rate of $3,037 for 100% time for Summer II, 1983.

3. Criminal Justice Program

Mr. Patrick A. Mueller, Lecturer in Criminal Justice, at a salary rate of $1,500 for 50% time for Summer II, 1983.

4. Department of Elementary Education

Mr. Steve D. Green, Lecturer in Elementary Education, at a salary rate of $1,500 for 50% time for Summer II, 1983.

5. Department of English and Philosophy

Mr. William Dale Hearell, Lecturer in English, at a salary rate of $800 for 50% time for Summer II, 1983.

6. Department of Mathematics and Statistics

Dr. Roy Dean Alston, Associate Professor of Mathematics, at a salary rate of $2,255.50 for 50% time for Summer II, 1983.

Mr. Julius M. Burkett, Assistant Professor of Mathematics, at a salary rate of $1,906 for 50% time for Summer II, 1983.
7. Department of Music

Dr. Robert Wayne Miller, Professor of Music and Chairman of Department at a salary rate of $3,800 for 100% time from August 1 through August 31, 1983.

8. Division of Nursing

Ms. Joan Evelyn Johnston, Assistant Professor of Nursing, at a salary rate of $3,306 for 100% time from July 11 through August 20, 1983.

9. Department of Secondary Education

Dr. Allan G. Cannon, Lecturer in Secondary Education, at a salary rate of $2,150 for 50% time for Summer II, 1983.

84-3

Upon motion of Regent Jackson, seconded by Regent Murphy, with all members voting aye, it was ordered that the following changes in status for the Summer 1983 be approved:

1. Department of Art

Mr. John M. Daniel, Professor of Art, at a salary rate of $4,906 for Summer II instead of Summer I, 1983.

2. Department of Computer Science

Dr. Orlynn R. Evans, Assistant Professor of Computer Science, from a salary rate of $2,084 for 50% time to $4,168 for 100% time for Summer II, 1983.

3. Department of Counseling and Special Educational Programs

Mr. William H. Bryan, Assistant Professor of Counseling and Special Educational Programs, at a salary rate of $3,797 for 100% time for Summer II, 1983.

4. Department of Elementary Education

Dr. Macra Parker, Assistant Professor in Elementary Education, from a salary rate of $1,741 for 50% time to $3,482 for 100% time for Summer II, 1983.

5. School of Forestry

Dr. James Kroll, Professor of Forestry, from a salary rate of $3,363 for 75% time to $4,484 for 100% time, for Summer II, 1983.
Dr. David Kulhavy, Assistant Professor of Forestry, from a salary rate of $2,694 for 75% time to $3,592 for 100% time for Summer II, 1983.

Dr. J. David Lenhart, Professor of Forestry, from a salary rate of $2,564 for 50% time to $3,846 for 100% time for Summer II, 1983.

Dr. Gerald L. Lowry, Professor of Forestry, from a salary rate of $4,982 for 100% time to $2,491 for 50% time for Summer II, 1983.

Ms. Carolyn Smith, Administrative Assistant to the Dean, from 100% time to 50% time for the month of August, 1983.

Dr. Robert M. Whiting, Assistant Professor of Forestry, from a salary rate of $924 for 25% time to $2,772 for 75% time for Summer II, 1983.

84-4
Upon motion of Regent Honea, seconded by Regent Cullum, with all members voting aye, it was ordered that the following resignations for the summer session be accepted:

1. Department of Elementary Education

   Dr. Wendall Spreadbury, Professor of Elementary Education, effective Summer II, 1983 only.

2. Department of Mathematics and Statistics

   Ms. Jane Fay Ritter, Assistant Professor of Mathematics, effective Summer II, 1983 only.

   Dr. Robert L. Shepard, Associate Professor of Mathematics, effective Summer II, 1983 only.

3. Department of Music

   Dr. David Wilson Jones, Professor of Music, effective Summer II, 1983 only.

   Dr. Cody Alan Garner, Professor of Music, effective Summer II, 1983 only.

84-5
Upon motion of Regent Garner, seconded by Regent Murphy, 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

Dr. Frank J. Lauderdale, Lecturer in Accounting, at a salary rate of $4,241 for 25% time for the Fall Semester, 1983 only.

2. Department of Administrative Services

Ms. Sarah Richardson, Lecturer in Administrative Services, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

Mr. Charles Keith Ruth, 62, B.S. (Stephen F. Austin State University), Lecturer in Administrative Services, at a salary rate of $2,000 for 25% time for the Fall Semester, 1983 only.

Dr. Nancy Wilmeth, Lecturer in Administrative Services, at a salary rate of $3,252 for 50% time for the Fall Semester, 1983 only.

3. Department of Communication

Mr. Allen Oster, 34, M.A. (North Dakota State University), Lecturer in Communication and Theatre, at a salary rate of $12,000 for 75% time for nine months, effective September 1, 1983.

Ms. Tina N. Benson, 39, M.A. (Stephen F. Austin State University), Lecturer and Director, Student Publications, at a salary rate of $20,004 for 100% time for twelve months, effective September 1, 1983.

Ms. Fredigan P. Peppard, Lecturer in Communication, at a salary rate of $7,500 for 75% time for the Fall Semester, 1983 and 50% time for the Spring Semester, 1984, effective September 1, 1983.

Mr. Clayte Binion, Lecturer in Communication, at a salary rate of $4,815 for 25% time for nine months, effective September 1, 1983.

Mr. Alfred H. Taylor, 58, M.A. (Vanderbilt University), Visiting Professor in Communication, at a salary rate of $16,650 for 100% time for the Spring Semester, 1984 only.

4. Department of Computer Science

Dr. John W. Anderson, Lecturer in Computer Science, at a salary rate of $12,830 for 50% time for nine months, effective September 1, 1983.
5. Department of Counseling and Special Educational Programs

Mr. Gilbert C. Hanke, Lecturer in Counseling and Special Educational Programs, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

6. Criminal Justice Program

Mr. Patrick A. Mueller, Lecturer in Criminal Justice, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

Mr. John Daniel Norton, Lecturer in Criminal Justice, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

7. Department of Elementary Education

Ms. Annelle Barbin, 47, M.Ed. (Stephen F. Austin State University), Lecturer in Elementary Education, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

Ms. Brenda Von Bowman, 39, M.S. (East Texas State University), Lecturer in Elementary Education at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

Mr. Newel G. Holland, 52, M.Ed. (Stephen F. Austin State University), Lecturer in Elementary Education, at a salary rate of $1,736 for 25% time for the Fall Semester, 1983 only.

Ms. Keira Lorenz, Lecturer in Elementary Education, at a salary rate of $3,000 for 50% time for the Fall Semester, 1983 only.

Dr. Sandra Lowery, Lecturer in Elementary Education at a salary rate of $1,736 for 20% time for the Fall Semester, 1983 only.

8. Department of English and Philosophy

Mr. Cydney Adams, Lecturer in English, at a salary rate of $4,684 for 50% time for the Fall Semester, 1983 and 25% time in the Spring Semester, 1984.

Ms. Sylvia S. Bierschenk, Lecturer in English, at a salary rate of $4,875 for 75% time for the Fall Semester, 1983 only.
Mr. Benjamin A. L. Click, 25, M.A. (Stephen F. Austin State University), Lecturer in English, at a salary rate of $13,000 for 100% time for nine months, effective September 1, 1983.

Dr. Diane Corbin, Lecturer in English, at a salary rate of $5,208 for 75% time for the Fall Semester, 1983 only.

Ms. Annette Dawson, Lecturer in English, at a salary rate of $5,580 for 75% time for the Fall Semester, 1983 only.

Ms. Mary Rose Devine, Lecturer in English, at a salary rate of $4,875 for 75% time for the Fall Semester, 1983 only.

Dr. Constance Hill Hall, 50, Ph.D. (Texas A&M University), Lecturer in English, at a salary rate of $6,944 for 50% time for nine months, effective September 1, 1983.

Ms. Susan McMath Hardy, Lecturer in English, at a salary rate of $6,500 for 100% time for the Fall Semester, 1983 only.

Mr. William Dale Hearell, Lecturer in English, at a salary rate of $6,500 for 100% time for the Fall Semester, 1983 only.

Ms. JoAnne C. Howard, Lecturer in English, at a salary rate of $6,512 for 100% time for the Fall Semester, 1983 only.

Mr. Michael Patrick Prim, 26, M.A. (Stephen F. Austin State University), Assistant Instructor in English, at a salary rate of $13,000 for 100% time for nine months, effective September 1, 1983.

Ms. Nancy Shaffer, 37, M.S.L.S. (University of Kentucky), Lecturer in English, at a salary rate of $6,000 for 75% time for the Fall Semester, 1983 and 25% time for the Spring Semester, 1984.

Ms. Molly Abel Travis, Lecturer in English, at a salary rate of $4,884 for 75% time for the Fall Semester, 1983 only.

Ms. Leann K. West, 31, M.A. (Stephen F. Austin State University), Assistant Instructor in English, at a salary rate of $13,000 for 100% time for nine months, effective September 1, 1983.
Mr. Lex Akers Williford, Lecturer in English, at a salary rate of $6,500 for 100% time for the Fall Semester, 1983 only.

Ms. Deborah T. Yarrow, Lecturer in English, at a salary rate of $4,875 for 75% time, for the Fall Semester, 1983 only.

9. School of Forestry

Mr. William Tracey, 26, B.S.F. (Stephen F. Austin State University), Lecturer in Forestry, at a salary rate of $16,000 for 87% time for nine months, effective September 1, 1983.

10. Department of Geology

Mr. Joseph R. Pate, 34, M.S. (Stephen F. Austin State University), Instructor of Geology, at a salary rate of $7,500 for 100% time for the Fall Semester, 1983 only.

11. Department of Health and Physical Education

Ms. Cherie Burns, 32, M.A. (California State University - Long Beach), Instructor and Volleyball Coach, at a salary rate of $18,700 for 100% time for nine months, effective September 1, 1983.

Ms. Jennifer Jolly, 24, M.Ed. (Stephen F. Austin State University), Lecturer in Health and Physical Education, at a salary rate of $13,858 for 75% time for nine months, effective September 1, 1983.

Mr. Daniel Joseph Kaspar, 28, M.Ed. (North Texas State University), Instructor in Health and Physical Education and Assistant Basketball Coach, at a salary rate of $23,333 for 100% time for ten and one-half months, effective September 1, 1983.

Mr. Glen Allen Sefcik, 33, M.A.T. (Angelo State University), Instructor in Health and Physical Education and Track Coach, at a salary rate of $24,500 for 100% time for nine months, effective September 1, 1983.

Mr. E. K. Sowell, B.A. (Stephen F. Austin State University), Lecturer in Health and Physical Education, at a salary rate of $3,150 for 67% time for the Fall Semester, 1983 only.

Mr. Steve White, 26, B.S.Ed. (Stephen F. Austin State University), Lecturer in Health and Physical Education, at a salary rate of $1,600 for 33 1/3% time, for the Fall Semester, 1983 only.
12. Department of History

Ms. Hazel Abernethy, Lecturer in History, at a salary rate of $1,800 for 25% time, effective for the Fall Semester, 1983 only.

13. Department of Home Economics

Mr. Hoyet Williams, 65, B.A. (Baylor University), Assistant Instructor in Home Economics, at a salary rate of $16,257 for 100% time for nine months, effective September 1, 1983.

14. Department of Management and Marketing

Mr. Robert S. Anderson, Lecturer in Management and Marketing, at a salary rate of $3,151 for 50% time for the Fall Semester, 1983 only.

Mr. Johnny T. Long, Lecturer in Management and Marketing, at a salary rate of $8,000 for 50% time for nine months, effective September 1, 1983.

Ms. Linda H. Whiting, Lecturer in Management and Marketing, at a salary rate of $1,500 for 25% time, effective for the Fall Semester, 1983 only.

15. Department of Mathematics and Statistics

Mr. William Babb, 26, M.S. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $6,800 for 100% time for the Fall Semester, 1983 only.

Mr. Arthur Baker Denman, Lecturer in Mathematics, at a salary rate of $5,400 for 50% time for the Fall Semester, 1983 only.

Dr. Robert Fleet, 35, Ph.D. (Texas A&M University), Lecturer in Mathematics, at a salary rate of $3,600 for 50% time for the Fall Semester, 1983 only.

Ms. Kay Dianne Fromme, Lecturer in Mathematics, at a salary rate of $17,500 for 87.5% time for nine months, effective September 1, 1983.

Mr. John Michael Garner, 26, B.S. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $5,906 for 75% time for the Fall Semester, 1983 and 50% time for the Spring Semester, 1984.
Ms. Julie Gaylord, Lecturer in Mathematics, at a salary rate of $7,200 for 100% time for the Fall Semester, 1983 only.

Mr. Mohammad Hosseinpour, 33, M.S. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $5,824 for 100% time for the Fall Semester, 1983 only.

Ms. Peggy Lee Kaisershot, 27, B.S. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $5,906 for 75% time in the Fall Semester, 1983 and 50% time in the Spring Semester, 1984.

Dr. Charles Shyuan Li, 28, Ph.D. (University of Texas - Dallas), Assistant Professor of Mathematics, at a salary rate of $22,500 for 100% time for nine months, effective September 1, 1983.

Ms. Vicky Gail Lymbery, Lecturer in Mathematics, at a salary rate of $3,600 for 50% time for the Fall Semester, 1983 only.

Dr. Pamela D. Roberson, 29, Ph.D. (University of Houston), Assistant Professor of Mathematics, at a salary rate of $22,500 for 100% time for nine months, effective September 1, 1983.

Mr. Donald Robert Roose, 25, B.A. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $5,906 for 75% time for the Fall Semester, 1983 and 50% time for the Spring Semester, 1984.

Mr. Steven Arthur Shandro, B.S. (Stephen F. Austin State University), Lecturer in Mathematics, at a salary rate of $5,906 for 75% time for the Fall Semester, 1983 and 50% time for the Spring Semester, 1984.

Ms. Jane S. Shepard, Lecturer in Mathematics, at a salary rate of $17,500 for 87.5% time for nine months, effective September 1, 1983.

Ms. Sandra K. Welch, Lecturer in Mathematics, at a salary rate of $17,500 for 87.5% time for nine months, effective September 1, 1983.

Ms. Ellen T. Wood, Lecturer in Mathematics, at a salary rate of $17,500 for 87.5% time for nine months, effective September 1, 1983.
16. Department of Music

Ms. Sharon Allene Ault, 25, M.A. (Stephen F. Austin State University), Lecturer in Music, at a salary rate of $3,000 for 50% time for the Fall Semester, 1983 only.

Ms. Sally Beaty, Lecturer in Music, at a salary rate of $3,000 for 50% time for the Fall Semester, 1983 only.

Ms. Jeanette Ensley, 32, M.M. (Arizona State University), Instructor in Music, at a salary rate of $20,000 for 100% time for nine months, effective September 1, 1983.

Dr. Morris Eugene Hall, 70, Lecturer in Music, at a salary rate of $1,500 for 25% time for the Fall Semester, 1983 only.

Mr. Randall R. Laifeste, 26, B.M.Ed. (Texas Tech University), Lecturer in Music, at a salary rate of $1,350 for 22.5% time for the Fall Semester, 1983 only.

Mr. Michael Pierce, Lecturer in Music, at a salary rate of $6,000 for 50% time for nine months, effective September 1, 1983.

Ms. Vicki Lyn Ray, Lecturer in Music, at a salary rate of $6,000 for 50% time for nine months, effective September 1, 1983.

17. Division of Nursing

Ms. Lois Wilson Gonzalez, 40, M.S.N. (Texas Woman's University), Assistant Professor in Nursing, at a salary rate of $20,250 for 100% time for nine months, effective September 1, 1983.

Ms. Greta Eugenia Haidinyak, 34, M.Ed, (Stephen F. Austin State University), Instructor in Nursing, at a salary rate of $18,000 for 100% time for nine months, effective September 1, 1983.

Ms. Christina A. Ronshausen, 34, M.S. (University of Arizona), Assistant Professor in Nursing, at a salary rate of $20,250 for 100% time for nine months, effective September 1, 1983.
18. Department of Physics

Dr. Walter Trikosko, 36, Ph.D. (Clemson University), Assistant Professor of Physics, at a salary rate of $22,500 for 100% time for nine months, effective September 1, 1983.

Mr. Philip F. Blackburn, Electronic Technician I in the Department of Physics, at a salary rate of $12,480 for 100% time for twelve months, effective September 1, 1983.

19. Department of Political Science

Dr. Harry W. Hoechten, Lecturer in Political Science, at a salary rate of $3,675 for 25% time for nine months, effective September 1, 1983.

Mr. John O. Stephens, Lecturer in Political Science, at a salary rate of $6,004 for 25% time for nine months, effective September 1, 1983.

20. Department of Secondary Education

Dr. Allan Gordon Cannon, Lecturer in Secondary Education, at a salary rate of $4,000 for 50% time for the Fall Semester, 1983 only.

Dr. Clyde L. Iglinsky, 48, Ph.D. (East Texas State University), Lecturer in Secondary Education, at a salary rate of $1,500 for 20% time for the Fall Semester, 1983 only.

21. Division of Applied Arts and Sciences

<table>
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<tr>
<th>Name</th>
<th>Semester</th>
<th>Location</th>
<th>Salary</th>
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<tr>
<td>Dr. Chester Allen</td>
<td>Fall 1983</td>
<td>Longview</td>
<td>$636</td>
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<tr>
<td>Dr. Mary Appleberry</td>
<td>Fall 1983</td>
<td>Lufkin</td>
<td>$1,240</td>
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<td>Dr. John C. Austin</td>
<td>Fall 1983</td>
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<td>Dr. Arthur Benoy</td>
<td>Sum.II, 1983</td>
<td>Humble</td>
<td>740</td>
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<tr>
<td>Dr. Duke Brannen</td>
<td>Sum.II, 1983</td>
<td>Elkhart/</td>
<td>998</td>
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<td>Longview</td>
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<td>Dr. Duke Brannen</td>
<td>Fall 1983</td>
<td>Coffield</td>
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<td>Dr. Leonard Cheever</td>
<td>Fall 1983</td>
<td>Beto</td>
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<td>Dr. Harry Downing</td>
<td>Sum.II, 1983</td>
<td>Humble</td>
<td>740</td>
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<td>Dr. Ralph Eddins</td>
<td>Sum.II, 1983</td>
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<td>Dr. Thomas Franks</td>
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<td>Mr. Charles Gardner</td>
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<td>Dr. William Heeney</td>
<td>Sum.II, 1983</td>
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Dr. William Heeney  
Dr. Harold Hill  
Dr. Harold Hill  
Dr. Harry Hoechten  
Dr. Jerry Irons  
Dr. Jerry Irons  
Dr. Mary Ella Lowe  
Dr. Samir Maamary  
Dr. Morgan Moses  
Dr. Morgan Moses  
Dr. Morgan Moses  
Mr. Patrick Mueller  
Dr. Milton Payne  
Dr. Hugh D. Prewitt  
Dr. Kay Rayborn  
Mr. Douglas Raymond  
Mr. Jesse Richardson  
Dr. Elvia Rodriguez  
Dr. J. A. Rodriguez  
Dr. Carol Saunders  
Dr. Wendall Spreadbury  
Dr. Kurt Stanberry  
Dr. James Standley  
Dr. George Thompson  
Dr. John Thornton  
Dr. John Thornton  
Dr. G. Willingham  

Fall 1983  
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Humble  
Coffield  
Jasper  
Jasper  
Coffield  
Longview  
Trinity  
Coffield  
Beto  
Coffield  
Longview  
Beto  
Fairfield  
Jasper  

$ 1,940  
636  
1,336  
3,036  
1,126  
1,336  
1,440  
740  
800  
647  

22. Computer Center

Mr. Russell A. Hobbs, Computer Operator I, at a salary rate of $10,754.00 for twelve months, effective August 1, 1983.

Ms. Judith Kim Ponder, Administrative Secretary I, at a salary rate of $10,400 for twelve months, effective July 14, 1983.

23. Administrative and Fiscal Affairs

Mr. Danny Ray Gallant, 28, B.B.A. (Stephen F. Austin State University), Accountant II, at a salary rate of $16,500 for twelve months, effective August 22, 1983.

24. University Affairs

Ms. Kate Asbury, Staff Writer and Associate Editor in University News and Information Office, at a salary rate of $13,535 for twelve months, effective September 8, 1983.
Mr. Robert Sensabaugh, Line Supervisor in East College Cafeteria, at a salary rate of $10,400 for twelve months, effective September 29, 1983.

Mr. Nolan Smith, Police Officer Trainee, at a salary rate of $12,293 for twelve months, effective September 12, 1983.

Ms. Laura Walling, Intramural Supervisor, at a salary rate of $14,500 for ten and one-half months, effective September 1, 1983.

Dr. Alejandro Zambra, University Physician, at a salary rate of $44,816 for ten and one-half months, effective September 1, 1983.

25. Office of Development

Mr. Clyde S. Carman, Director of Development, at a salary rate of $42,553 for twelve months, for the period September 1, 1983 through October 31, 1983.

84-6

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

1. Department of Accounting

Dr. Louise P. Bingham, Associate Professor of Accounting, from a salary rate of $30,416 to $30,703 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

Mr. Freddy Glenn Dial, Instructor of Accounting, from a salary rate of $19,189 to $19,370 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

Ms. Emagene Wind, Instructor of Accounting, from a salary rate of $21,362 to $21,564 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

2. Department of Economics and Finance

Dr. E. Dwayne Key, Associate Professor of Economics and Finance, from a salary rate of $28,917 to $29,023 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.
Dr. Lynnette K. Solomon, Associate Professor of Economics and Finance, from a salary rate of $28,534 to $28,866 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

3. Department of English and Philosophy

Dr. Barbara Carr, Associate Professor of English, from a salary rate of $25,180 to $25,296 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

Mr. Wilbert Love, Jr., Instructor in English and Assistant to the Dean of Liberal Arts, from a salary rate of $24,600 to $24,840 for 100% time for twelve months, effective September 1, 1983. This is to correct an error in the printed budget.

4. School of Forestry

Mr. Ellis V. Hunt, Associate Professor of Forestry, from a salary rate of $28,464 to $29,139 for 100% time for nine months, effective September 1, 1983. Mr. Hunt has been designated Interim Assistant to the Dean of the School of Forestry.

Dr. Regan Lee Rayburn, Assistant Professor of Forestry, at a salary rate of $21,500 for 100% time for nine months, effective September 1, 1983. Dr. Rayburn had accepted a teaching position in Computer Science, but upon completion of the D.F. degree, he accepted the position in Forestry.

5. Department of Geology

Mr. Martin J. Deuth, Assistant Professor of Geology, from a salary rate of $22,632 to $23,064 for 100% time for nine months, effective September 1, 1983.

6. Department of Management and Marketing

Mr. Larry R. O'Neal, Assistant Professor of Management and Marketing, from a salary rate of $27,000 to $28,000 for 100% time for nine months, effective September 1, 1983. Mr. O'Neal did not complete all requirements for the Ph.D. degree by the time designated in his contract.
7. Department of Music

Dr. Richard Coolidge, Professor of Music, from a salary rate of $32,939 to $32,329 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

8. Department of Political Science and Geography

Ms. Mary Louise Carns, Assistant Professor of Political Science, from a salary rate of $23,111 to $23,329 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

9. Department of Psychology

Dr. Raymond L. Eastman, Associate Professor of Psychology, from a salary rate of $23,864 to $23,974 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

10. Social Work Program

Mr. William E. Syers, Assistant Professor of Social Work, from a salary rate of $21,527 to $22,527 for 100% time for nine months, effective September 1, 1983. This is to correct an error in the printed budget.

11. Department of Sociology

Dr. Connie Spreadbury, Associate Professor of Sociology, from a salary rate of $27,796 to $33,973 for 100% time for nine months, effective September 1, 1983. Dr. Spreadbury has been designated Assistant Dean of Liberal Arts and Associate Professor of Sociology.

12. University Affairs

Ms. Stella Richey, from Secretary I at a salary rate of $9,616 to Secretary III at a salary rate of $10,270, effective September 1, 1983.

Mr. Larry Hall, from Assistant Food Production Supervisor II at a salary rate of $14,147 to Food Production Supervisor I at a salary rate of $15,640, effective September 1, 1983.

Mr. John Hazlewood, from Assistant Food Production Supervisor I at a salary rate of $13,239 to Assistant Food Production Supervisor II at a salary rate of $13,655, effective September 1, 1983.

Mr. Norvelle Hoover, from Assistant Manager of the Bookstore at a salary rate of $17,958 to Manager of the Bookstore at a salary rate of $25,000, effective September 1, 1983.
Ms. Peggy Starr, from Secretary II at a salary rate of $9,110 to Office Manager at a salary rate of $10,067, effective September 1, 1983.

Mr. Norman Stewart, from Food Production Supervisor I at a salary rate of $16,436 to Assistant Cafeteria Manager at a salary rate of $18,278, effective September 1, 1983.

Dr. Foy Varner, Jr., from Physician at a salary rate of $50,228 to Director of University Health Services and Physician at a salary rate of $60,000, effective August 1, 1983.

13. President

Dr. William R. Johnson, increase in salary supplement from $10,000 to $15,000, effective September 1, 1983. This increase was approved by the Directors of the Foundation.

84-7

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

1. Department of Art

Ms. Kimberly Burleigh, Assistant Professor of Art, effective December 31, 1983.

2. Department of Communication

Ms. Sue D. Perkins, Lecturer in Communication and Director, Student Publications, effective August 5, 1983.

3. Department of Computer Science

Dr. Harold D. Camp, Assistant Professor of Computer Science, effective August 22, 1983.

4. School of Forestry

Dr. Ricardo Clemente, Assistant Professor of Forestry, effective September 1, 1983.

Ms. Carolyn Smith, Administrative Assistant to the Dean of Forestry, effective August 31, 1983.

5. Department of Home Economics

Ms. Sally Ann Hegland, Instructor in Home Economics, effective July 1, 1983.
6. Division of Nursing

Mr. James Robertson, Assistant Professor of Nursing, effective July 8, 1983.

Ms. Charlene B. Schwab, Assistant Professor of Nursing, effective July 25, 1983.

7. Department of Psychology

Dr. Richard L. Pollock, Associate Professor of Psychology, effective August 31, 1983.

8. Department of Secondary Education


9. Computer Center

Mr. William Calvin Long, Computer Operator II, effective July 29, 1983.

10. Administrative and Fiscal Affairs

Ms. Norma L. Doan, Assistant Director of Purchasing, effective October 1, 1983.

11. University Affairs

Ms. Margaret Abbott, Secretary II, effective October 10, 1983.

Mr. Mark Conner, Staff Writer and Associate Editor in University News Office, effective July 29, 1983.

Ms. Stephanie Faulk, Secretary III, effective August 31, 1983.

Dr. J. Malcolm Graham, University Physician, effective August 31, 1983.

84-8
Upon motion of Regent Garner, seconded by Regent Murphy, with all members voting aye, it was ordered that the following retirements be approved:

1. Administrative and Fiscal Affairs

Lillie Ruth Williamson, Assistant Business Manager, effective August 31, 1983.
2. **University Affairs**

Mr. Mart Crawford, Administrative Assistant, effective August 31, 1983.

Mr. Albert Harris, Director of Health Services, effective July 31, 1983.

Mr. Ralph McCormack, Manager of the Bookstore, effective August 31, 1983.

84-9
Upon motion of Regent Cullum, seconded by Regent Jackson, with all members voting aye, it was ordered that the Faculty Workload Report for the fall semester of 1983 be approved as submitted at the meeting.

84-10
Upon motion of Regent Garner, seconded by Regent Jackson, with all members voting aye, it was ordered that the Chairman of the Board of Regents be authorized to approve for retention the underenrolled classes for the fall semester of 1983.

84-11
Upon motion of Regent Honea, seconded by Regent Cullum, with all members voting aye, it was ordered that the policy on non-employment beyond the age of 70 be waived in the case of the following instructors to allow for part-time instruction during 1983-84:

- Mr. Willie Clayte Binion, Lecturer in Communication
- Dr. Morris Eugene Hall, Lecturer in Music

84-12
Upon motion of Regent Murphy, seconded by Regent Garner, with all members voting aye, it was ordered that the deposits in the Ex-Students Memorial Loan Fund be transferred to another student loan account and that the University administration be authorized to dissolve the incorporation of the Ex-Students Memorial Loan Fund pursuant to the Texas Non-Profit Corporation Law, V.A.T.S. art. 1396-1.01 et seq.

84-13
Upon motion of Regent Garner, seconded by Regent Murphy, with all members voting aye, it was ordered that the curriculum items on the following pages, approved by the University Undergraduate and Graduate Curriculum Committees, be approved:
## UNDERGRADUATE CURRICULUM COMMITTEE

### A. Additions:

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<td>Problems of the Elderly in Nursing Homes (3)</td>
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<td>Social Problems of the Elderly (3)</td>
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### C. Deletions:

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<td>Political Science 311</td>
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GRADUATE CURRICULUM COMMITTEE

A. Additions:

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<td>Communication 401G</td>
<td>Topics in Speech Communication</td>
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<td>Counseling and Special Educational Program</td>
<td>Clinical Practicum: Speech Pathology</td>
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<td>Forestry 438G</td>
<td>Practicum in Teaching</td>
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<td>Geology 507</td>
<td>Sedimentology</td>
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<td>Geology 540</td>
<td>Ore Microscopy</td>
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<td>Management 581</td>
<td>Information Systems in Organizations</td>
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<td>Psychology 470G</td>
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B. Revisions:

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<td>Communication 421G</td>
<td>Writing for Radio-Television (3)</td>
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<td>Counseling and Special 507</td>
<td>Neurological Basis for Psycholinguistic Disorders (3)</td>
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<td>Neurological Basis for Speech Language and Hearing (3)</td>
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<td>Introduction to Linguistics (3)</td>
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<td>Linguistic Analysis (3)</td>
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C. Deletions:

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<td>Mathematics/Statistics 500</td>
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<td>Mathematics/Statistics 565</td>
<td>Combinational Analysis</td>
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84-14
Upon motion of Regent Jackson, seconded by Regent Honea, with all members voting aye, it was ordered that the following budget adjustments for FY83 be approved:

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<th>Account Number</th>
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<th>Purpose</th>
<th>Amount</th>
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<td>1. 5615</td>
<td>U.C. Programs</td>
<td>Transfer moneys generated by U.C. Programs from their Income Acct. into Expense Acct. for operational expenses</td>
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Source of Funds: Pledged Property Surplus

| 2. 1401-9300   | Computer Center           | Renovation of 2 rooms into professional offices                        | 13,237 |
| 3. 1212        | Office for Control of Hazardous Materials | Initial cost to establish this office | 5,042  |
| 4. 1135        | University Library        | Final installment on computer equipment                               | 21,216 |

Source of Funds: Education and General Surplus

| 5. 5020        | Intercollegiate Athletics for Men | Initial fee of $10,000 due Nov. 15 to Gulf Star Conference and first year's annual dues of $10,000 due April 1 | 20,000 |

Source of Funds: Auxiliary Enterprise Surplus

84-15
Upon motion of Regent Cullum, seconded by Regent Murphy, with all members voting aye, it was ordered that final budget positions of all accounts for FY83, as shown in the August 31, 1983, Monthly Report, be approved.

84-16
Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the Fiscal Regulations, dated September 1, 1983, be approved.
84-17
Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the following persons be authorized to sign any and all vouchers and checks for the biennium beginning September 1, 1983—

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

and that the following persons be authorized to sign vouchers for the purchase of library books and other holdings for the biennium beginning September 1, 1983—

Mr. Al Cage, Director of Libraries
Mr. Lee Sullenger, Associate Library Director
Ms. Peggy Gibson, Accounting Assistant
Ms. Bernice Wright, Librarian II
Ms. Peggy Wedgeworth, Associate Library Director

84-18
Upon motion of Regent Garner, seconded by Regent Honea, with all members voting aye, it was ordered that the contract with Carney Roofing Company, Incorporated, of Nacogdoches, Texas, in the amount of $203,265.00, for the re-roofing of the Science Building be ratified and entered into the minutes. (See page 32 for contract)

Source of Funds: Ad Valorem Tax Funds

84-19
Upon motion of Regent Honea, seconded by Regent Murphy, with all members voting aye, it was ordered that Change Order No. 1 on the Motor Pool Building, in the amount of $112,850.00, be ratified. (See page 50 for Change Order)

Source of Funds: Ad Valorem Tax Funds

84-20
Upon motion of Regent Cullum, seconded by Regent Murphy, with all members voting aye, it was ordered that Change Order No. 1 on the Primary Electrical Extension Project, in the amount of $1,362.00 be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 53 for Change Order)

Source of Funds: Unexpended Ad Valorem Tax Funds
Upon motion of Regent Honea, seconded by Regent Murphy, with all members voting aye, it was ordered that Change Order No. 4 (final) on the Chemistry Building Refrigeration Machine Project, in the amount of $2,488.00, be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 55 for Change Order)

Upon motion of Regent Garner, seconded by Regent Honea, with all members voting aye, it was ordered that all bids on the Griffith Renovation Project be rejected and the project be revised as necessary to reduce the cost.

Upon motion of Regent Jackson, seconded by Regent Murphy, with all members voting aye, it was ordered that the contract with T. G. Evans Company, Nacogdoches, Texas, in the amount of $23,567.00 for the construction of the Information Booth, be approved and the Chairman of the Board be authorized to sign the contract. See page 57 for contract.

Source of Funds: Ad Valorem Tax Funds

Upon motion of Regent Jackson, seconded by Regent Murphy, with all members voting aye, it was ordered that the budget for the construction of the Information Booth be approved as follows:

<table>
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<th>Description</th>
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<td>Architectural fees</td>
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<td>Administration cost</td>
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<tr>
<td>Contingency</td>
<td>1,000</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$27,917</strong></td>
</tr>
</tbody>
</table>

Upon motion of Regent Garner, seconded by Regent Cullum, with all members voting aye, it was ordered that the University administration be authorized to purchase property located at 1610 Baker Street, Nacogdoches, Texas, for the purchase price of $38,000, and the administration is further authorized to take bids on construction of a parking lot at the site.

Source of Funds: Ad Valorem Tax Receipts
84-26
Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the services of the architectural firm of Kent-Marsellos-Scott, Lufkin, Texas, be employed to design and supervise the construction of a residence hall, and that the Chairman of the Board be authorized to sign the Architectural Services Agreement. See page 75 for contract.

84-27
Upon motion of Regent Jackson, seconded by Regent Garner, with all members voting aye, it was ordered that the preliminary plans for the Intramural Field Project be approved and the administration be authorized to accept bids.

Source of Funds: Auxiliary Enterprise Surplus

84-28
Upon motion of Regent Garner, seconded by Regent Cullum, with all members voting aye, it was ordered that the University administration be authorized to accept bids for the work to raze East College Apartments and to accept bids for the construction of parking lots on the site.

Source of Funds: Pledged Property Surplus
CONTRACT
RE-ROOFING SCIENCE BUILDING
CARNEY ROOFING COMPANY
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Second day of August 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: CARNEY ROOFING COMPANY, INC.
P. O. BOX 631
NACOGDOCHES, TEXAS 75961

THE PROJECT: RE-ROOFING SCIENCE BUILDING
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 RE-ROOFING SCIENCE 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 on or before a date to be specified in a written "Notice to Proceed" by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than, 150 calendar days thereafter.
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 TWO HUNDRED THREE THOUSAND, TWO HUNDRED SIXTY FIVE AND NO/100-—($203,265.00)

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 | $203,265.00 |
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 "RE-ROOFING SCIENCE BUILDING, STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"

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

   Addendum No. 2, dated August 4, 1983, Page 1
   Addendum No. 3 dated August 8, 1983, Pages 1-2
   Copies of which are attached hereto are a part of this contract.

2. This contract is to cover the General Contract work,
   Plumbing, Heating & Air Conditioning and Electric work.
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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>132,333.00</td>
</tr>
<tr>
<td>Materials</td>
<td>70,932.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 203,265.00</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

Chairman

CARNEY ROOFING COMPANY, INC.
P. O. BOX 631
NACOGDOCHES, TEXAS 75961
Address

SEAL

READ AND EXAMINED:

Secretary

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

a (2) Corporation

of Nacogdoches, Texas hereinafter called Principal and

(3) Balboa Insurance Company of Newport Beach, State of California 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 Two Hundred Three Thousand Two Hundred Sixty-Five and no/100-

$ 203,265.00  

DOLLARS ($ 203,265.00)

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 September, A. D., 1983,
a copy of which is hereto attached and made a part hereof for the
construction of: Re-roofing Science Building, Stephen F. Austin
State University Campus, 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 September, A.D., 1983.

ATTEST:

CARNEY ROOFING CO., INC.

Principal

BY

(Principal) Secretary

SEAL

Karen L. Hines

Witness as to Principal

5 Box 1160

Address

ATTEST:

BALBOA INSURANCE COMPANY

Surety

BY

(Surety) Secretary

Attorney-in-Fact Peggy Gillen

Witness as to Surety Attorney-in-fact

P.O. Box 590, Corsicana, Texas

Address 75110

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
PERFORMANCE BOND

(To be used in Texas as required by Chapter 82 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)

________________________

CARNEY ROOFING CO., INC.

of (2) A Corporation herinafter called Principal and (3) Balboa Insurance Company of Newport Beach State of California

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 Two Hundred Three Thousand

Two Hundred Sixty-Five and No/100-

DOLLARS ($ 203,265.00), 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 September, A.D., 1983, a copy of which is attached hereto and made a part hereof for the construction of:
RE-ROOFING SCIENCE BUILDING, STEPHEN F. AUSTIN, STATE UNIVERSITY CAMPUS

(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 liability 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 September, A.D., 1983.

ATTEST:

CARNEY ROOFING CO., INC. Principal

By

(Principal) Secretary

SEAL

Witness as to Principal

P.O. Box 1160 Address

ATTEST:

BALBOA INSURANCE COMPANY Surety

By

Attorney-in-Fact Peggy Gillen

Per Attached Power of Attorney (Surety) Secretary

Witness as to Surety Attorney-in-Fact

P.O. Box 590, Corsicana, Texas Address 75110

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
CHANGE ORDER NO. 1

MOTOR POOL BUILDING
CHANGE ORDER
AIA DOCUMENT G701

PROJECT: Motor Pool Building
(name, address) Stephen F. Austin State University

TO (Contractor):

J. E. Kingham Construction Co., Inc.
P. O. Box 632
Nacogdoches, Texas 75961

(Add) + $112,850.00

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

See Attached Sheet

The original (Contract Sum) (Guaranteed Maximum Cost) was $464,620.00.
Net change by previously authorized Change Orders $0.
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $464,620.00.
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order $112,850.00.
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $577,470.00.
The Contract Time will be (increased) (decreased) (unchanged) by ( ) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is.

Authorized:

P.O. Box 632 P.O. Box 6108
Nacogdoches, Texas 75961 Nacogdoches, Texas 75961

By James A. Kingham
DATE 8/30/83

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.

AIA DOCUMENT G701 • CHANGE ORDER • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE NW WASHINGTON, D.C. 20006
CONTRACT CHANGES
MOTOR POOL BUILDING
STEPHEN F. AUSTIN STATE UNIVERSITY

Make the following changes as covered on drawings dated 8/29/83 on Sheets 4, 6, 8, S-1.

1. Add face brick in locations 1 thru 6 inclusive. + $ 43,355.00
2. Add fascia in locations 1 thru 4 inclusive. + 17,936.00
3. Add University sign as shown on Drawings R1, R2, R3 and 10-11/4. + 8,935.00
4. Add face brick on north wall of main building. + 10,847.00
5. Add fascia on four sides of tall building. + 21,106.00
6. Extra foundation cost. + 5,840.00
7. Metal siding on south wall of shed. + 4,431.00
8. Re-manifest on changed items because of price changes. + 400.00

Total + 112,850.00
CHANGE ORDER NO. 1

PRIMARY ELECTRICAL EXTENSION PROJECT
PROJECT: Stephen F. Austin State University  
(name, address)  Nacogdoches, Texas

CHANGE ORDER NUMBER: 1

INITIATION DATE: August 11, 1983

ARCHITECT'S PROJECT NO: 80095

TO (Contractor):

Falcon Electric Co., Inc.  
P. O. Box 872  
Addison, TX 75001

Contractor □  
FIELD □  
OTHER □

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

1. Add: Enlarged concrete pad at Transformer No. 1  
   Net Add + $2,578.00

2. Add: Duct between Pll-6 and substation  
   Net Add + 4,028.00

3. Delete: 18 padlocks furnished by Owner to Owner's key  
   Net Delete - 300.00

4. Delete: Repair of TP&L Substation fence to be paid directly by Owner (one half of cost)  
   Net Delete - 900.00

5. Delete: Professional fees paid to Consulting Engineer for services after 125% of contract time elapsed (one half of cost)  
   Net Delete - 4,044.00

Net Add $1,362.00

The original (Contract Sum) was $189,050.00

Net change by previously authorized Change Orders was $0.00

The (Contract Sum) was $189,050.00

The (Contract Sum) will be increased by this Change Order $1,362.00

The new (Contract Sum) including this Change Order will be $190,412.00

The Contract Time will be unchanged by this Change Order.

The Date of Substantial Completion as of the date of this Change Order therefore is July 27, 1981.

GIPSON WEIR INC.  
ARCHITECT
P. O. Box 2080
Fort Worth, TX 76113

FALCON ELECTRIC CO., INC.  
CONTRACTOR
P. O. Box 872
Addison, TX 75001

Authorized: STEPHEN F. AUSTIN STATE UNIV.  
OWNER
Nacogdoches, Texas

By:  
DATE August 11, 1983

By:  
DATE 9-6-83

By:  
DATE 11-1-83
CHANGE ORDER NO. 4

CHEMISTRY BUILDING REFRIGERATION MACHINE PROJECT
CHANGE ORDER
AIA DOCUMENT G701

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

CHANGE ORDER NUMBER: 4 and Final

INITIATION DATE: September 12, 1983

ARCHITECT'S PROJECT NO: 82108.00

TO (Contractor):

Sumners, Inc.
P. O. Box 218
Lufkin, TX 75901

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

1. Install conduit & wire for air handling unit in telephone equipment room. $ 149.00
2. Remove existing condenser water pump, take to motor shop to tag windings, re-install and align coupling. 256.00
3. Remove fan motor from Boiler No. 1, rewind for 460 volts and re-install. 703.00
4. Remove motor from hot water pump for Rusk Building, rewind for 460 volts and re-install. 500.00
5. Remove motor from #2 condensate return pump and replace with new motor rated for 460 volts. 369.00
6. Remove motor from #1 condensate return pump and replace with new motor rated for 460 volts. 511.00

TOTAL $2,488.00

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

The original (Contract Sum) was $296,280.00.
Net change by previously authorized Change Orders was $23,657.55.
The (Contract Sum) prior to this Change Order was $319,937.55.
The (Contract Sum) will be increased $2,488.00 by this Change Order.
The new (Contract Sum) including this Change Order will be $322,425.55.
The Contract Time will be 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.
ARCHITECT
P. O. Box 2080
Address
Fort Worth, TX 76113

BY DATE 9/19/83

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

BY DATE 9/15/83

GIPSON WEIR INC.
SUMNERS, INC.

11-1-83

G701 — 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
CONTRACT
INFORMATION BOOTH

T. G. EVANS CONSTRUCTION COMPANY
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

Made as of the Twenty Seventh day of October 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

THE PROJECT: INFORMATION BOOTH
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

INFORMATION BOOTH
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 90 calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of ONE HUNDRED DOLLARS AND NO/100 ($100.00) 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 TWENTY THREE THOUSAND FIVE HUNDRED SIXTY SEVEN AND NO/100 ($23,567.00) 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:

<table>
<thead>
<tr>
<th>BASE BID</th>
<th>$23,567.00</th>
</tr>
</thead>
</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 "INFORMATION BOOTH, 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 October 10, 1983, Page 1

Addendum No. 2, dated October 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, 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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>11,000.00</td>
</tr>
<tr>
<td>Materials</td>
<td>12,567.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 23,567.00</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

SEAL

By

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 DBA T. G. Evans Company, an individual

of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity and Guaranty of Baltimore State of Maryland hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of Twenty-Three Thousand Five Hundred Sixty Seven and no/100 DOLLARS ($ 23,567.00), 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 27th day of October, A.D., 1983, a copy of which is attached hereto and made a part hereof for the construction of Information Booth - 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 27th day of October, A.D., 1983.

ATTEST:

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

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

United States Fidelity and Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Address

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

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

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

a (2) Individual

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity and Guaranty of 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 Twenty-Three Thousand Five Hundred Sixty Seven and no/100------------

DOLLARS ($ 23,567.00 )

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

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 27th day of October, A. D., 1983,
a copy of which is hereto attached and made a part hereof for the
construction of: Information Booth - 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 27th day of October, A.D., 1983.

ATTEST:

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

(Principal) Secretary

SEAL

Witness as to Principal

Address

ATTEST:

United States Fidelity and Guaranty
Surety

(Surety) Secretary

Witness as to Surety

Address

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

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

ARCHITECTURAL SERVICES

KENT-MARSELOS-SCOTT
CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF NACOGDOCHES
THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

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

DORMITORY 1984

The Owner and the Architect agree as set forth below.

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

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

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

III. The Architect and the Owner further agree to the following Terms and Conditions:
ARTICLE 1

ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

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

1.1 SCHEMATIC DESIGN PHASE

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

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

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

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

1.2 DESIGN DEVELOPMENT PHASE

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

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

1.3 CONSTRUCTION DOCUMENTS PHASE

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

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

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

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

1.4 BIDDING OR NEGOTIATION PHASE

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

1.5 CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION
CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

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

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

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

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

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

1.7.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

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

1.7.11 Providing services for planning tenant or rental spaces.

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

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.
1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

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

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

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

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

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

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

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

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

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

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

2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade including inverts and depths.

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

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

2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor’s Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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

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

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

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

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

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

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

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

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

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

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

ARTICLE 5
REIMBURSABLE EXPENSES

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

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

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifi-
cations and other documents, excluding reproductions for the office use
of the Architect and the Architect's consultants.

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

5.1.4 Expense of any additional insurance coverage or limits, including
professional liability insurance, requested by the Owner in excess
of that normally carried by the Architect and the Architect's consultants.
5.1.5 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

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

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

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

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

6.3 PAYMENTS WITHHELD

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

6.4 PROJECT SUSPENSION OR TERMINATION

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

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

7.1. Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.
ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 9
ARBITRATION

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

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

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

ARTICLE 10

TERMINATION OF AGREEMENT

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

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

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

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

ARTICLE 11
MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE 12
SUCCESSORS AND ASSIGNS

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

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

ARTICLE 14
BASIS OF COMPENSATION

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

14.1 BASIC COMPENSATION

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

For work awarded under a single stipulated sum contract:

New work Six per cent (6%) of the Construction Cost.

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

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

14.2 COMPENSATION FOR ADDITIONAL SERVICES

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

- Principals time at the fixed rate of $85.00 per hour. For the purpose of this agreement the principals are:
  - Wilbur Kent
  - Floyd Marsellos
  - Ray Scott

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

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

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

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

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

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

ARTICLE 15

STATEMENT OF CERTIFICATION

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

ARTICLE 16

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

This Contract is executed in four counterparts.

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

By ______________________
President of the Board

ATTEST:

_______________________
Secretary

KENT, MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS

By ______________________
It was agreed that the next meeting would be held on January 30/31, 1984 in Nacogdoches, Texas.

Meeting adjourned at 11:00 a.m.