Stephen F. Austin State University

MINUTES OF THE BOARD OF REGENTS

Nacogdoches, Texas

January 22, 1985
Volume 71
**INDEX**

MINUTES OF THE MEETING  
STEPHEN F. AUSTIN STATE UNIVERSITY  
BOARD OF REGENTS  
HELD IN NACOGDOCHES, TEXAS  

January 22, 1985

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</tr>
<tr>
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</tr>
</tbody>
</table>
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS

January 22, 1985

The meeting was called to order by Mr. Fletcher Garner, Chairman of the Board of Regents, at 9:00 a.m. January 22, 1985.

REGENTS -

PRESENT: Mr. Ted Bowen of Houston
Mr. Homer Bryce of Henderson
Mr. Fletcher Garner of Bridge City
Mr. Luke Honea of Wildwood
Mr. Larry Jackson of Plano
Mr. Glenn Justice of Dallas
Ms. Willia B. Murphy Wooten of Crockett

ABSENT: Mr. Phil Simpson of Dallas
Mrs. George Cullum, Jr. of Dallas

STAFF -

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

VISITORS -

PRESENT: Steve Payne, Student Vice President for External Affairs
Jeff Pownell, Reporter for the Pine Log
85-32
Upon motion of Regent Bowen, seconded by Regent Justice, with all members voting aye, it was ordered that the minutes of the meeting of October 30, 1984, be approved.

85-33
Upon motion of Regent Bryce, seconded by Regent Honea, with all members voting aye, it was ordered that Dr. William R. Johnson be elected President of the University for the period September 1, 1985 to August 31, 1986.

85-34
Upon motion of Regent Bowen, seconded by Regent Wooten, 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

   Ms. Dixie L. Dion, 42, (M.B.A., Stephen F. Austin State University), Lecturer in Accounting, at a salary rate of $4,500 for 75% time for the spring semester, 1985.

2. Department of Administrative Services

   Dr. Libbyrose Dalton Clark, Part-time Instructor in Administrative Services, at a salary rate of $4,000 for 50% time for the spring semester, 1985.

3. Mr. Doyle Ken Craver, 30, (M.S. in Computer Science, Stephen F. Austin State University), Lecturer in Computer Science at a salary rate of $9,270 for 100% time for the spring semester, 1985.

   Mr. William P. Herman, Part-time Instructor in Computer Science, at a salary rate of $8,400 for 75% time for the spring semester, 1985.

4. Department of Health and Physical Education

   Ms. Jennifer Jolly, Lecturer in Health and Physical Education, at a salary rate of $9,516 for 100% time for the spring semester, 1985.

   Ms. Loretta Sue Tinsley, Lecturer in Health and Physical Education, at a salary rate of $9,790 for 100% time for the spring semester, 1985.
5. Department of History

Ms. Hazel Abernethy, Part-time Instructor in History, at a salary rate of $3,000 for 50% time for the spring semester, 1985.

6. Department of Home Economics

Ms. Janie Owens Kenner, Lecturer in Home Economics, at a salary rate of $8,000 for 100% time for the spring semester, 1985.

7. Department of Music

Mr. Glen Nerren, Piano Technician, at a salary rate of $2,000 for 33% time for the fall semester, 1984.

8. University Affairs

Mr. James Hess, Athletic Director and Head Football Coach, at a salary rate of $56,238 for twelve months, effective January 1, 1985.

Mr. Francis Leonard Hill, Assistant Football Coach and Instructor of Physical Education, at a salary rate of $32,716 for ten and one-half months, effective January 1, 1985.

Mr. Lynn F. Graves, Assistant Football Coach and Instructor of Physical Education, at a salary rate of $32,716 for ten and one-half months, effective January 1, 1985.

Mr. Paul Howard Wells, Jr., Assistant Football Coach and Instructor of Physical Education, at a salary rate of $30,931 for ten and one-half months, effective January 1, 1985.

Mr. Clyde Alexander, Assistant Football Coach and Instructor of Physical Education, at a salary rate of $30,931 for ten and one-half months, effective January 1, 1985.

Mr. Gary DeLoach, Assistant Football Coach and Instructor of Physical Education, at a salary rate of $27,038 for ten and one-half months, effective January 1, 1985.

85-35

Upon motion of Regent Honea, seconded by Regent Justice, with all members voting aye, it was ordered that the following changes in status be approved:
1. Department of English and Philosophy

Dr. Leon J. Schultz, Assistant Professor of English, from a salary rate of $23,027 for 100% time to $23,130 for 100% time, effective September 1, 1984. This is to correct a budget error.

2. Department of Geology

Dr. Austin A. Sartin, Professor of Geology, for a one-time payment of $250 to cover contractual work performed for Palmer Petroleum, Incorporated.

3. Department of Management and Marketing

Mr. Troy A. Hargis, Instructor in Management, for a one-time payment of $450 to cover overload necessitated by the resignation of Ms. Lola Nixon.

Ms. Shannon Himes, Instructor in Management, for a one-time payment of $450 to cover overload necessitated by the resignation of Ms. Lola Nixon.

Mr. Larry O'Neal, Assistant Professor of Management, for a one-time payment of $450 to cover overload necessitated by the resignation of Ms. Lola Nixon.

Dr. Robert Solomon, Professor of Management, for a one-time payment of $450 to cover overload necessitated by the resignation of Ms. Lola Nixon.

4. Division of Nursing

Ms. Joan E. Johnston, Assistant Professor of Nursing, from a salary rate of $22,107 to $23,107 for 100% time for nine months, effective November 1, 1984. This is a salary adjustment.

5. Department of Political Science and Geography

Ms. Mary L. Carns, Assistant Professor of Political Science, for a one-time payment of $800 to cover overload necessitated by the illness of Professor Kahn.

Dr. Ronald Claunch, Associate Professor of Political Science, for a one-time payment of $750 to cover overload necessitated by the illness of Dr. Jones.

Dr. J. David Cox, Associate Professor of Political Science, for a one-time payment of $750 to cover overload necessitated by the illness of Dr. Jones.
Dr. James G. Dickson, Professor of Political Science, for a one-time payment of $750 to cover overload necessitated by the illness of Dr. Jones.

Dr. Joe Ericson, Professor/Chairman, Department of Political Science and Geography, for a one-time payment of $800 to cover overload necessitated by the illness of Professor Kahn.

Dr. Donald Gregory, Associate Professor of Political Science, for a one-time payment of $750 to cover overload necessitated by the illness of Dr. Jones.

Dr. Harry Hoechten, Lecturer in Political Science, for a one-time payment of $800 to cover overload necessitated by the illness of Dr. Wesley Chumlea.

Dr. Wayne E. Johnson, Professor of Political Science, for a one-time payment of $800 to cover overload necessitated by the illness of Professor Kahn.

Dr. Richard Kim, Professor of Political Science, for a one-time payment of $800 to cover overload necessitated by the illness of Professor Kahn.

Dr. Stephen Smith, Associate Professor of Political Science, for a one-time payment of $500 to cover overload necessitated by the illness of Dr. Wesley Chumlea.

6. Department of Secondary Education

Ms. Paulette Wright, from Lecturer for 75% time at a salary rate of $15,180 for nine months to Lecturer for 100% time at a salary rate of $17,077 for nine months, effective January 10, 1985.

7. University Affairs

Mr. William A. Hill, from Assistant Chief of Police at a salary rate of $27,152 to Chief of Police at a salary rate of $31,000, effective November 1, 1984.

Mr. Terry Lynn Masten, Police Officer II at a salary rate of $14,539 to Police Officer II at a salary rate of $15,284, effective September 1, 1984.

Ms. Mary Catherine Smith, Police Officer II at a salary rate of $15,284 to Police Officer II at a salary rate of $16,372, effective September 1, 1984.

Mr. Lee Van Whitaker, Assistant Food Production Supervisor I at a salary rate of $1,092 per month to Food Production Supervisor II at a salary rate of $16,619, effective November 15, 1984.
8. Administrative and Fiscal Affairs

Ms. Annie Justice, Secretary II, at a salary rate of $9,383.30, to Assistant Buyer at a salary rate of $10,400 for twelve months, effective October 30, 1984.

Ms. Myrtle E. Link, Secretary I, at a salary rate of $8,762.00 to Assistant Buyer at a salary rate of $10,067.00 for twelve months, effective October 22, 1984.

85-36
Upon motion of Regent Justice, seconded by Regent Wooten, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Agriculture

Ms. Shawn Smock, Dairy Farm Manager, effective December 31, 1984.

2. Department of Communication

Ms. Fredigan Peppard, Lecturer in Communication, effective December 14, 1984.

3. Department of Management and Marketing


4. Division of Nursing


5. University Affairs

Mr. David McWilliams, Food Production Supervisor, effective October 31, 1984.

Mr. Stephen R. Wheeler, Assistant Director of Financial Aid, effective November 30, 1984.

6. Administrative and Fiscal Affairs

Ms. Lynne M. Blevins, Assistant Buyer, effective October 12, 1984.
85-37
Upon motion of Regent Bowen, seconded by Regent Jackson, with all members voting aye, it was ordered that the following request for leave of absence be honored:

1. Department of Home Economics

Ms. Mary Kate Weems, Instructor of Home Economics, effective for the spring semester, 1985. Ms. Weems is enrolled in the Ph.D. degree program in Home Economics at Texas Tech University.

85-38
Upon motion of Regent Justice, seconded by Regent Bowen, with all members voting aye, it was ordered that the following return from leave be accepted:

1. Early Childhood Laboratory

Ms. Cindy K. Akeroyd, Master Teacher, effective September 13 through October 19, 1984. Ms. Akeroyd requested leave without pay in order to complete student teaching requirements for the Master of Education degree.

85-39
Upon motion of Regent Jackson, seconded by Regent Wooten, with all members voting aye, it was ordered that the following termination be approved:

1. University Affairs

Mr. Ben Frank Wright, Chief of Police, effective October 16, 1984.

85-40
Upon motion of Regent Bowen, seconded by Regent Honea, with all members voting aye, it was ordered that a change in the Faculty Workload Policy respecting teaching credit for the direction of Master's theses and doctoral dissertations be approved so that the policy will read as follows:

Section A.4

Teaching credit for the direction of Master's theses and doctoral dissertations shall be granted only during a fall or a spring semester and on the basis of three semester hours of organized undergraduate instruction for the accumulation by a given faculty member of six students having enrolled in 590 (for thesis) or for three students
having enrolled in 699 (for dissertation) courses assigned to the faculty member; provided that (1) the equivalency may be granted within available funding and without adverse effect on academic departmental teaching responsibilities, and (2) a given student enrolled either in 590 or 699 may be counted no more than twice—once each in two different enrollment periods—for credit toward the faculty member's cumulative total.

85-41
Upon motion of Regent Wooten, seconded by Regent Bowen, with all members voting aye, it was ordered that the Last Class Day Report for the fall semester, 1984, be approved.

85-42
Upon motion of Regent Bryce, seconded by Regent Bowen, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the underenrolled class report for the spring semester, 1985.

85-43
Upon motion of Regent Honea, seconded by Regent Bowen, with all members voting aye, it was ordered that the Chairman of the Board be authorized to approve the Twelfth Class Day Report for the spring semester, 1985.

85-44
Upon motion of Regent Bowen, seconded by Regent Wooten, with all members voting aye, it was ordered that the President be authorized to select one faculty member each year for exchange with Chungnam University, Taejeon, Korea, and to fund the salary and other costs from Auxiliary Enterprise Surpluses.
85-45
Upon motion of Regent Bryce, seconded by Regent Justice, with all members voting aye, it was ordered that the following budget adjustments for FY85 be approved:

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 5162</td>
<td>Handicap Student Help</td>
<td>Additional help for handicapped students</td>
<td>$2,000</td>
</tr>
<tr>
<td>2. 5175</td>
<td>Spring Arts Festival</td>
<td>Expenses for Spring Arts Festival</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus

3. 6300  Capital Equipment Reserve Funds set aside for capital equip. $350,000

4. 6301  Building Repairs & Replacement Reserve Funds set aside for needed building repairs $250,000

5. 1063  Instructional Capital Equipment Purchase of teaching equipment $175,000

Source of Funds: Education and General Surplus

85-46
Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the room and board rates for the fiscal year beginning September 1, 1985, be approved with a two percent increase above the 1984-85 rates. (See page 13 for schedule.)

85-47
Upon motion of Regent Justice, seconded by Regent Jackson, with all members voting aye, it was ordered that the final transfers between appropriated elements of cost for the 1984 fiscal year be approved, as shown in Schedule G-1 of the Financial Report for Fiscal Year 1984 and included in this report under pages 32 through 35.

85-48
Upon motion of Regent Bowen, seconded by Regent Bryce, with all members voting aye, it was ordered that the University Administration be authorized to interview and obtain proposals from food service companies.
Upon motion of Regent Justice, seconded by Regent Wooten, with all members voting aye, it was ordered that the University Administration be authorized to finalize the sale of 15 shares of Texas Commerce Bancshares Stock at a net value of $601.88, and that the Secretary to the Board be authorized to sign the certification document.

CERTIFICATION

In accordance with the request of the Board of Regents, the President of the University and the Vice President for Administrative and Fiscal Affairs certify, to the best of their knowledge and belief, that:

1. All accounting reports submitted to the Board of Regents contain information resulting from procedures that are in compliance with state law and regulations are correct;

2. That all funds are on deposit with approved depositories as authorized by the Board on July 23, 1984.
Upon motion of Regent Bowen, seconded by Regent Honea, with all members voting aye, it was ordered that the President be allowed to approve purchase orders on construction projects up to $10,000.00 with the advice and consent of the Chairman of the Board.

85-51
Upon motion of Regent Bryce, seconded by Regent Honea, with all members voting aye, it was ordered that Change Order No. 1 in the amount of $1,111.26 on the Forestry Lab Renovation Project, 1983, be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 14 for Change Order.)

Source of Funds: Ad Valorem Tax Funds

85-52
Upon motion of Regent Bowen, seconded by Regent Wooten, with all members voting aye, it was ordered that Change Order No. 1 in the amount of $6,693.00 on the Dormitory 20 Project be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 15 for Change Order.)

Source of Funds: Auxiliary Enterprise Surplus

85-53
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the University administration be authorized to accept bids and issue a purchase order to the lowest bidder, with the approval of the Chairman of the Board, for the furniture and furnishings in Dormitory 20.

Source of Funds: Auxiliary Enterprise Surplus and Bond Proceeds

85-54
Upon motion of Regent Jackson, seconded by Regent Bowen, with all members voting aye, it was ordered that the University administration be authorized to accept bids for the construction of additional parking spaces in the Dormitory 20 area (situated north of the football stadium).

Source of Funds: Pledged Property Surplus
85-55
Upon motion of Regent Bowen, seconded by Regent Wooten, with all members voting aye, it was ordered that the consulting engineer's (Joe P. Lamb Engineers, Inc.) plan in connection with the development of specifications for the artificial surface of the University football stadium be accepted.

85-56
Upon motion of Regent Bowen, seconded by Regent Honea, with all members voting aye, it was ordered that the meeting be adjourned at 11:15 a.m.

INFORMATION
Chairman Garner appointed a nominating committee to recommend a chairman and vice chairman of the Board for the upcoming year beginning April, 1985. They are:

Homer Bryce
Luke Honea
Phil Simpson

Dates of April and July Board Meetings:

April 22-23, 1985
Nacogdoches, Texas

July 21-22, 1985
Huxley Bay, Texas

For record purposes contract with F. R. Lewis Construction Company on the Ag/Art Parking Lot Project is included in these minutes. (See page 16.) This project was approved in the October, 1984, meeting under Minute Item 85-25. Bids were taken January 18, 1985, and the Chairman of the Board approved the low bid of $86,005.60.
### Room and Board Rates for 1985 - 86

**FALL OR SPRING SEMESTER**

<table>
<thead>
<tr>
<th>DORMITORY NO. AND NAME</th>
<th>W/5 DAY</th>
<th>W/7 DAY</th>
<th>W/7 DAY</th>
<th>W/5 DAY, 15 MEALS</th>
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<tr>
<td></td>
<td>15 MEALS</td>
<td>13 MEALS</td>
<td>20 MEALS</td>
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</tr>
<tr>
<td>1. Unit I</td>
<td>$1,122.00</td>
<td>$1,141.00</td>
<td>$1,164.00</td>
<td>$445.00</td>
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<tr>
<td>2. Unit II</td>
<td>$1,122.00</td>
<td>$1,141.00</td>
<td>$1,164.00</td>
<td>$445.00</td>
</tr>
<tr>
<td>3. Unit III</td>
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<td>5. Wisley Hall</td>
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<td>7. Todd Hall</td>
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<td>$1,262.00</td>
<td>$1,285.00</td>
<td>$473.00</td>
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<tr>
<td>8. Gibbs Hall</td>
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<tr>
<td>9. North Hall</td>
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<tr>
<td>10. Hall 10</td>
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<td>$1,285.00</td>
<td>$473.00</td>
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<tr>
<td>11. Mays Hall</td>
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<td>12. South Hall</td>
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<tr>
<td>13. Wilson Hall</td>
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<td>14. Hall 14</td>
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<td>15. Griffith Hall</td>
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<td>16. Hall 16</td>
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<td>17. Steen Hall</td>
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<td>20. Hall 20</td>
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<td>$1,308.00</td>
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**APARTMENTS (WITHOUT MEALS)**

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<th>APARTMENT NO.</th>
<th>RENT FOR MONTH</th>
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<tr>
<td>STARR 1 - 70</td>
<td>$212.00*</td>
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<tr>
<td>RAGUET 127 - 166</td>
<td>212.00*</td>
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<tr>
<td>NEW RAGUET 200 - 299</td>
<td>239.00*</td>
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<tr>
<td>GARNER 1 - 133</td>
<td>296.00**</td>
</tr>
<tr>
<td>CLARK 310 - 316</td>
<td>432.00*</td>
</tr>
<tr>
<td>UNIVER/WOODS 400 - 432</td>
<td>1 Bedroom 323.00***</td>
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<tr>
<td></td>
<td>2 Bedrooms 448.00***</td>
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**FOR ACCOUNTING PURPOSES ONLY:**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>FALL OR SPRING</th>
<th>SUMMER I OR II</th>
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<tbody>
<tr>
<td>CLASSIFICATION I</td>
<td>$552.00</td>
<td>$208.00</td>
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<td>HALLS 9, 12, 17, 20</td>
<td></td>
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<tr>
<td>CLASSIFICATION II</td>
<td>529.00</td>
<td>199.00</td>
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<td>HALLS 7, 10, 13, 14, 15, 16, 18</td>
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<td>CLASSIFICATION III</td>
<td>408.00</td>
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<td>HALLS 1, 2, 3, 5, 8, 11</td>
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<td>MEALS</td>
<td>5 - 5</td>
<td>5 - 15</td>
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<tr>
<td>$287.00</td>
<td>$714.00</td>
<td>$733.00</td>
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CHANGE
ORDER
AIA DOCUMENT G701

Distribution to:
OWNER □ ARCHITECT □ CONTRACTOR □ FIELD □ OTHER □

PROJECT: Forestry Laboratory Renovation - 1983
(name, address) Stephen F. Austin State University

TO (Contractor):
T. G. Evans Company
P. O. Box 763
Nacogdoches, Texas 75961

CHANGE ORDER NUMBER: ONE
INITIATION DATE: 11/21/84

ARCHITECT'S PROJECT NO: 4402
CONTRACT FOR: General Contract

CONTRACT DATE: 4-26-83

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

Add to Contingency Fund + $1,111.26

The original (Contract Sum) (Guaranteed Maximum Cost) was $687,176.00.
Net change by previously authorized Change Orders $0.
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $687,176.00.
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order $1,111.26.
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $688,287.26.
The Contract Time will be (increased) (decreased) (unchanged) by 

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

Kent-Marsellos-Scott, Architects--T. G. Evans Company
ARCHITECT P.O. Box 730
Address Lufkin, Texas 75901

BY DATE January 27, 1985

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

BY DATE January 27, 1985

Authorized: Stephen F. Austin State Univ.
OWNER P.O. Box 6108
Address Nacogdoches, Texas 75961

BY DATE January 27, 1985
PROJECT: DORMITORY 20
(name, address) Stephen F. Austin State University

TO (Contractor):
Utley-James of Texas, Inc.
P.O. Box 26068
Lufkin, Texas 75901

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

Make repairs to Parking Lot adjacent to Dormitory 20.
(Under construction).

+ $6,693.00
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

AGREEMENT

made as of the Twenty Second day of January in the year of Nineteen Hundred and Eighty Five

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

AND THE CONTRACTOR: F. R. Lewis Construction, Inc.
P. O. Drawer 1878
Nacogdoches, Texas 75961

THE PROJECT: AG/APT PARKING
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS
404 PERRY BUILDING
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 AG/ART PARKING

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 consecutive calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of $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 EIGHTY SIX THOUSAND FIVE AND 60/100 DOLLARS ($86,005.60)

The Contract Sum is determined as follows:

| BASE BID    | $86,005.60 |

Payment to the contractor will be from current funds available to Owner and as applicable to the projects involved for expenditure for the use and benefit of Stephen F. Austin State University.
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 "AG/ART PARKING"

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 January 2, 1985. Page 1

Addendum NO. 2, dated January 7, 1985, Page 1; Drawing R-1. 2-19/6, and 1-4/10

Copies of which are attached hereto are a part of this contract.
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 subject to the observation 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, $100,000.00.

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 Castastrophic Liability Insurance (Umbrella Liability)**

   $1,000,000.00

g) Before commencement of operations hereunder. Con-tractor 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 project is at the risk of the Contractor until completed. If the Contractor desires to purchase any Builder's Risk Insurance, he may do so at his own expense.

8. 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.

**Subrogation:** This insurance shall not be invalidated should the named insured waive in writing prior to a loss any right of recovery against any party for loss occurring to the property described.

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>$58,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$17,055</td>
</tr>
</tbody>
</table>

Total $86,005.60

Contractor hereby assigns to Owner any and all claims for over-charges 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

F. R. LEWIS CONSTRUCTION CO., INC.
P. O. DRAWER 1878
NACOGDOCHES, TEXAS 75961

ADDRESS

READ AND EXAMINED:

Secretary

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner

(2) Title of authorized official

(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation. Secretary should attest. Give proper title of each person executing Contract.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) F. R. Lewis Construction Co., Inc., of Nacogdoches, Texas hereinafter called Principal and (2) United States Fidelity & 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 Eighty-six Thousand Five Dollars and 60/100-$86,005.60), 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 22nd day of January 1985, a copy of which is attached hereto and made a part hereof for the construction of:

Ag/Art Parking, Stephen F. Austin State University

(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 of 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 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 to the Specifications.

PROVIDED, HOWEVER, that this bond be 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 22nd day of January, A.D., 1985.

ATTEST:

[Signature]
(Principal) Secretary

F. R. Lewis Construction Co., Inc.
Principal

[Signature]
President

[Signature]
Witness as to Principal

Address

ATTEST:

[Signature]
United States Fidelity & Guaranty Surety

[Signature]
Attorney-in-Fact Gary Willis

[Signature]
Witness as to Surety

Nacogdoches, Texas

Address

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

(The 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) F. R. Lewis Construction Co., Inc.

a (2) Corporation

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity & Guaranty Baltimore

State of Maryland hereinafter called the Surety,

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

STEPHEN P. AUSTIN STATE UNIVERSITY

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

of Eighty-six Thousand Five Dollars and 60/100------------------

------------------------------ DOLLARS ($ 86,005.60)

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, adminis-
trators 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 P. AUSTIN STATE UNIVERSITY,

the Owner. dated the 22nd day of January, A.D., 1985,
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 of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in 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 22nd day of January, A.D., 1985.

ATTEST:

F. R. Lewis Construction Co., Inc.
Principal

(Principal) Secretary

[Signature]

SEAL

Witness as to Principal

______________________________

Address

ATTEST:

United States Fidelity & Guaranty
Surety

(Surety) Secretary

[Signature]

Witness as to Surety

Nacogdoches, Texas

Address

NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
## Schedule G-1
### Schedule of Legislative Appropriations
For the Year Ended August 31, 1984

<table>
<thead>
<tr>
<th>Appropriation Balances 9-31-83</th>
<th>Regular Legislative Appropriations</th>
<th>Appropriation Adjustments</th>
<th>Estimated Local Revenues</th>
<th>Transfers</th>
<th>Net Appropriations</th>
<th>Disbursements</th>
<th>Lapsed</th>
<th>Appropriation Balances 8-31-84</th>
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<td>Prior Year Appropriations</td>
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<td>For the Year Ended August 31, 1982</td>
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<td>Grounds Maintenance</td>
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<td>Renovation of Chemistry Building</td>
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<td>15,106.02</td>
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<td>General Administration</td>
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<td>54,700.00</td>
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<td>President &amp; House, Utilities, Supplement</td>
<td>480,085.00</td>
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<td>634,500.00</td>
<td>627,478.69</td>
<td>7,021.31</td>
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<td>All Other General Administration</td>
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<td>-280,500.00</td>
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<td>1,546,553.25</td>
<td>18,246.75</td>
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<tr>
<td>Staff Benefits (non-transferable):</td>
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<td></td>
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<td>Staff Group Insurance Premiums</td>
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<td>525,000.00</td>
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<td>Longevity Pay</td>
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<td>Resident Instruction:</td>
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<td>Faculty Salaries (non-transferable)</td>
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**Prior Year Appropriations**

**For the Year Ended August 31, 1982**
- All Other General Administration: 4,293.10
- General Institutional Expense: 5,275.22
- Resident Instruction: 4,090.20
- Departmental Operating Expense: 107.06
- Instructional Administration: 1,233.79
- Organized Activities: 880.48
- Library (non-transferable): 0.00
- Physical Plant Operation and Maintenance (non-transferable): 45.52
- Plant Support Services: 0.00
- Campus Security: 0.00
- Building Maintenance: 0.00
- Grounds Maintenance: 0.00
- Special Items (non-transferable): 0.00
- Soils Testing Laboratory: 0.00
- Total General Revenue Fund 001: 7,325,818.44

**For the Year Ended August 31, 1983**
- All Other General Administration: 18,014.36
- General Institutional Expense: 29,834.71
- Staff Benefits (non-transferable): 0.00
- Resident Instruction: 5,565.23
- Faculty Salaries (non-transferable): 0.00
- Departmental Operating Expense: 4,565.23
- Instructional Administration: 2,000.00
- Organized Activities: 2,000.00
### EFHEND F. AUSTIN STATE UNIVERSITY

**SCHEDULE G-1**

**SCHEDULE OF LEGISLATIVE APPROPRIATIONS**

For the Year Ended August 31, 1984

(continued)

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<th>Appropriation</th>
<th>Regular Legislative Appropriations</th>
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SCHEDULE G-1
SCHEDULE OF LEGISLATIVE APPROPRIATIONS
For the Year Ended August 31, 1984
(concluded)

<table>
<thead>
<tr>
<th>Appropriation Balances 9-1-83</th>
<th>Regular Legislative Appropriations $</th>
<th>Appropriation Adjustments $</th>
<th>Estimated Local Revenues $</th>
<th>Transfers $</th>
<th>Net Appropriations $</th>
<th>Disbursements $</th>
<th>Lapsed $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation and Maintenance of SFASU</td>
<td>542,776.49</td>
<td>721,042.93</td>
<td>-200,786.55</td>
<td>1,063,032.87</td>
<td>$ -38,939.76</td>
<td>$ 1,101,972.63</td>
<td></td>
</tr>
<tr>
<td>Total Current Fund 261</td>
<td>765,218.11</td>
<td>669,515.38</td>
<td>2,025,900.00</td>
<td>0.00</td>
<td>3,460,633.49</td>
<td>1,892,937.37</td>
<td>0.00</td>
</tr>
</tbody>
</table>

14,848.30

4,167,739.00

0.00

4,167,739.00

0.00

4,167,739.00

0.00

Total Restricted Funds

Total Appropriations

$8,105,884.85

$32,981,910.00

$ 808,198.19

0.00

$ 41,895,593.04

$37,831,380.52

$ 0.00

$4,064,212.52

Appropriation Adjustments Consist of:

- Actual Revenue Over Amount Estimated FY 1985 Deferred Income Deposited Before 8-31-84 $441,911.35
- FY 1984 Deferred Income Deposited Before 8-31-84 and Included in Ending Balance 759,233.34
- Purchased Utility Contingency Appropriation for:
  - FY 1983 81,486.35
  - FY 1984 185,093.66 266,579.81
- Off Campus S.C.H. Penalty for:
  - FY 1983-Summer 59,703.00
  - FY 1984-Spring, Summer 68,194.00 127,897.00
- Current Fund 261 Social Security Matching Costs for FY 1984 -51,527.55

$ 808,198.19