## INDEX

**MINUTES OF THE MEETING**

**STEPHEN F. AUSTIN STATE UNIVERSITY**

**BOARD OF REGENTS**

**HELD IN NACOGDOCHES, TEXAS**

**April 23, 1985**

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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS
April 23, 1985

The meeting was called to order by Mr. Fletcher Garner, Chairman of the Board of Regents, at 9:00 a.m. April 23, 1985.

REGENTS -

PRESENT: Mr. Homer Bryce of Henderson
Mr. Fletcher Garner of Bridge City
Mr. Luke Honea of Wildwood
Mr. Larry Jackson of Plano
Mr. Phil Simpson of Dallas
Ms. Willia B. Murphy Wooten of Crockett

ABSENT: Mr. Ted Bowen of Houston
Mrs. George Cullum, Jr. of Dallas
Mr. Glenn Justice of Dallas

STAFF -

PRESENT: Dr. William R. Johnson, President of the University
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

PRESENT: Mr. Danny Fantoni, TSE Union Representative
Mr. Louis Sartar, TSE Union Representative
Two Dozen Employees and Community Residents
Ms. Donna McCollum, KTRE-TV News Reporter for the Pine Log
85-57
Upon motion of Regent Simpson, seconded by Regent Honea, with all members voting aye, it was ordered that Regent Garner be elected as Chairman of the Board.

85-58
Upon motion of Regent Simpson, seconded by Regent Honea, with all members voting aye, it was ordered that Regent Jackson be elected as Vice Chairman of the Board.

85-59
Upon motion of Regent Simpson, seconded by Regent Honea, with all members voting aye, it was ordered that Don L. Henry be elected as Secretary to the Board.

85-60
Upon motion of Regent Simpson, seconded by Regent Wooten, with all members voting aye, it was ordered that the minutes of the meeting of January 22, 1985, be approved.

85-61
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the following individuals be employed for the positions, dates, and salaries indicated:

1. Department of Administrative Services

   Ms. Stephanie Ann Smith, Part-time Instructor in Administrative Services, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

   Ms. Elizabeth Ryan Brice, Part-time Instructor in Administrative Services, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

   Dr. Libbyrose D. Clark, Part-time Instructor in Administrative Services, at a salary rate of $6,000 for 75% time for the spring semester, 1985.

   Dr. Robert Brian O'Keefe, Part-time Instructor in Administrative Services, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

   Ms. Sarah Nelle Richardson, Part-time Instructor in Administrative Services, at a salary rate of $5,250 for 75% time for the spring semester, 1985.
2. Department of Agriculture

Mr. Paul Wayne Weatherford, 23, Dairy Farm Manager, at a salary rate of $14,061 for 100% time for twelve months, effective January 2, 1985.

3. Department of Communication

Mr. Steve Richard Jennings, 31, B.A. (Stephen F. Austin State University), Part-time Instructor in Communication, at a salary rate of $1,600 for 25% time for the spring semester, 1985.

Mr. Mike Shapiro, 66, Part-time Instructor in Communication, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

Ms. Kerri E. Tate, Part-time Instructor in Communication, at a salary rate of $1,750 for 25% time for the spring semester, 1985.

Ms. Helen Varner, Part-time Instructor in Communication, at a salary rate of $5,250 for 75% time for the spring semester, 1985.

Ms. Deborah T. Yarrow, Part-time Instructor in Communication, at a salary rate of $1,675 for 25% time for the spring semester, 1985.

Mr. Mark Zindler, Part-time Instructor in Communication, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

4. Department of Computer Science

Dr. John W. Anderson, Part-time Assistant Professor, at a salary rate of $6,608 for 50% time for the spring semester, 1985.

5. Department of Counseling and Special Educational Programs

Ms. Beverly Hall, 27, M.Ed. (Stephen F. Austin State University), Part-time Instructor in Counseling and Special Education, at a salary rate of $1,000 for 25% time for the spring semester, 1985.

6. Criminal Justice Program

Mr. Brian J. Kelly, 40, M.A. (Sam Houston State University), Part-time Instructor in Criminal Justice, at a salary rate of $1,500 for 25% time for the spring semester, 1985.
Mr. John Daniel Norton, Part-time Instructor in Criminal Justice, at a salary rate of $1,750 for 50% time for the spring semester, 1985.

Mr. Robert J. Provan, Part-time Instructor in Criminal Justice, at a salary rate of $1,700 for 25% time for the spring semester, 1985.

Dr. Robert Brian O'Keefe, Part-time Instructor in Criminal Justice, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

Mr. Walter Hayes Scalen, Jr., Part-time Instructor in Criminal Justice, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

7. Department of Economics and Finance

Mr. Rocky Newton Dumas, 38, M.B.A. (Stephen F. Austin State University), Part-time Instructor in Economics and Finance, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

8. Department of Elementary Education

Ms. Amber L. Kelley, 23, B.S.Ed. (Stephen F. Austin State University), Infant Teacher, Early Childhood Laboratory, at a salary rate of $12,000 for 100% time, effective February 1, 1985.

Ms. Sandra K. Roe, B.S.Ed. (Stephen F. Austin State University), Toddler Teacher, Early Childhood Laboratory, at a salary rate of $12,000 for 100% time for Twelve months, effective February 1, 1985.

Ms. Annelle Barbin, Part-time Instructor in Elementary Education, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

Ms. Judy Barnes, 35, M.Ed. (Stephen F. Austin State University), Part-time Instructor in Elementary Education, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

Dr. Newel Gene Holland, Part-time Instructor in Elementary Education, at a salary rate of $2,000 for 25% time for the spring semester, 1985.
9. Department of English and Philosophy

Mr. Cydney W. Adams, Part-time Instructor in English, at a salary rate of $3,256 for 50% time for the spring semester, 1985.

Ms. Barbara B. Burkett, Part-time Instructor in English, at a salary rate of $1,625 for 25% time for the spring semester, 1985.

Dr. Royce E. Burton, Part-time Instructor in English, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

Dr. Libbyrose Dalton Clark, Part-time Instructor in English, at a salary rate of $1,736 for 25% time for the spring semester, 1985.

Dr. Diane Corbin, Part-time Instructor in English, at a salary rate of $3,472 for 50% time for the spring semester, 1985.

Ms. Annette S. Dawson, Part-time Instructor in English, at a salary rate of $5,580 for 75% time for the spring semester, 1985.

Ms. Mary Rose Devine, Part-time Instructor in English, at a salary rate of $3,250 for 50% time for the spring semester, 1985.

Ms. Anne M. Duncan, 37, M.A. (Stephen F. Austin State University), Part-time Instructor in English, at a salary rate of $1,625 for 25% time for the spring semester, 1985.

Dr. Constance Hill Hall, Part-time Instructor in English, at a salary rate of $3,472 for 50% time for the spring semester, 1985.

Ms. Susan M. Hardy, Part-time Instructor in English, at a salary rate of $3,250 for 50% time for the spring semester, 1985.

Ms. JoAnne C. Howard, Part-time Instructor in English, at a salary rate of $3,256 for 50% time for the spring semester, 1985.

Mr. Michael P. Prim, Part-time Instructor in English, at a salary rate of $3,250 for 50% time for the spring semester, 1985.

Ms. Carole Norton Rogers, Part-time Instructor in English, at a salary rate of $4,875 for 75% time for the spring semester, 1985.
Mr. Robert Ashley Richey, Part-time Instructor in English, at a salary rate of $3,250 for 50% time for the spring semester, 1985.

Ms. Linda Kaye Russell, Part-time Instructor in English, at a salary rate of $1,625 for 25% time for the spring semester, 1985.

Ms. Nancy Lee Shaffer, Part-time Instructor in English, at a salary rate of $3,250 for 25% time for the spring semester, 1985.

Ms. Sarah Karen Taylor, Part-time Instructor in English, at a salary rate of $4,875 for 45% time for the spring semester, 1985.

Ms. Nancy Lee Williams, Part-time Instructor in English, at a salary rate of $4,875 for the spring semester, 1985.

Ms. Deborah T. Yarrow, Part-time Instructor in English, at a salary rate of $1,625 for 25% time for the spring semester, 1985.

10. School of Forestry

Mr. Robert Webb, Part-time Instructor in Forestry, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

11. Department of Geology

Dr. Hassan A. Babaie, 33, Ph.D. (Northwestern University), Assistant Professor of Geology, at a salary rate of $12,150 for 100% time for the spring semester, 1985.

12. Department of Health and Physical Education

Mr. Randy Dawson, Part-time Instructor of Health and Physical Education at a salary rate of $1,575 for 30% time for the spring semester, 1985.

Mr. E. K. Sowell, Part-time Instructor in Health and Physical Education, at a salary rate of $2,362 for 50% time for the spring semester, 1985.

Mr. Steve White, Part-time Instructor in Health and Physical Education, at a salary rate of $900 for 16% time for the spring semester, 1985.
13. Department of Management and Marketing


Mr. Troy A. Hargis, Part-time Instructor in Management, at a salary rate of $5,877.50 for 50% time for the spring semester, 1985.

Mr. Johnny T. Long, Part-time Instructor in Management, at a salary rate of $2,000 for 25% time for the spring semester, 1985.

14. Department of Mathematics and Statistics

Dr. Robert R. Fleet, Lecturer in Mathematics, at a salary rate of $7,500 for 100% time for the spring semester, 1985.

Ms. Julie Gaylord, Part-time Instructor in Mathematics, at a salary rate of $5,550 for 75% time for the spring semester, 1985.

Mr. Gary Lynn Hefley, Part-time Instructor in Mathematics, at a salary rate of $2,362.50 for 50% time for the spring semester, 1985.

Mr. Mohammed H. Hosseinpour, Lecturer in Mathematics, at a salary rate of $6,000 for 100% time for the spring semester, 1985.

Ms. Peggy Lee Kaisershot, Lecturer in Mathematics, at a salary rate of $7,400 for 100% time for the spring semester, 1985.

Ms. Vicky G. Lymbery, Part-time Instructor in Mathematics, at a salary rate of $3,700 for 50% time for the spring semester, 1985.

Dr. Rodney Lee Roberson, Part-time Instructor in Mathematics, at a salary rate of $3,700 for 50% time for the spring semester, 1985.

Ms. Elaine Russell, Lecturer in Mathematics, at a salary rate of $9,000 for 100% time for the spring semester, 1985.

Ms. Teresa Ann Tennison, Part-time Instructor in Mathematics, at a salary rate of $3,543.75 for 75% time for the spring semester, 1985.
15. Department of Modern Languages

Dr. Diane Corbin, Part-time Instructor in Modern Languages, at a salary rate of $1,736 for 25% time for the spring semester, 1985.

16. Department of Music

Mr. Paul Winston Pierce, Part-time Instructor in Music, at a salary rate of $1,500 for 25% time for the spring semester, 1985.

Ms. Paulette Kay Watkins, Part-time Instructor in Music, at a salary rate of $4,500 for 75% time for the spring semester, 1985.

17. Department of Political Science

Dr. Harry V. Hoechten, Lecturer in Political Science, at a salary rate of $7,350 for 100% time for the spring semester, 1985.

18. Department of Psychology

Dr. William R. McCuller, Part-time Instructor in Psychology, at a salary rate of $2,100 for 25% time for the spring semester, 1985.

19. Department of Secondary Education

Dr. Billy Randal Bowman, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 20% time for the spring semester, 1985.

Dr. Bobby Donald Browning, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 20% time for the spring semester, 1985.

Dr. Allan Gordon Cannon, Part-time Instructor in Secondary Education, at a salary rate of $4,000 for 50% time for the spring semester, 1985.

Dr. Marvin A. Crawford, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 20% time for the spring semester, 1985.

Dr. Clyde Iglinsky, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 20% time for the spring semester, 1985.

Dr. Sandra Tillman Lowery, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 20% time for the spring semester, 1985.
Dr. Morgan Moses, Part-time Professor in Secondary Education, at a salary rate of $9,500 for 50% time for the spring semester, 1985.

Ms. Christine Seago, Part-time Instructor in Secondary Education, at a salary rate of $2,000 for 50% time for the spring semester, 1985.

20. Applied Arts and Sciences

The following faculty are appointed to teach off-campus courses for the spring semester, 1985, at the location and for the salary indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
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</thead>
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<tr>
<td>Mary Appleberry</td>
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<td>$1,540</td>
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<tr>
<td>James Armsworth</td>
<td>Coffield</td>
<td>2,341</td>
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<tr>
<td>John C. Austin</td>
<td>Humble</td>
<td>1,540</td>
</tr>
<tr>
<td>B. Duke Brannen</td>
<td>Humble</td>
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<td>Bob Browning</td>
<td>Longview</td>
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<td>Leonard A. Cheever</td>
<td>Beto II</td>
<td>1,115</td>
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<td>Norman Cox</td>
<td>Coffield</td>
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<tr>
<td>Marvin Crawford</td>
<td>Longview</td>
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<td>Charlene Crocker</td>
<td>Fairfield</td>
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<td>Ralph Eddins</td>
<td>Jasper</td>
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<td>Charles Gardner</td>
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<td>Donald D. Gregory</td>
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<td>Vivian Gruber</td>
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<td>Patsy Hallman</td>
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<td>Harold Hill</td>
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<td>Jerry L. Irons</td>
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<td>Johnny T. Long</td>
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<td>Mary Ella Lowe</td>
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<td>Morgan C. Moses</td>
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<td>Samir Maamary</td>
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<td>Bruce Payette</td>
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<td>Douglas L. Raymond</td>
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<td>Jesse Richardson</td>
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<td>Jose A. Rodriguez</td>
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<td>Stephen F. Smith</td>
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<td>Donnya E. Stephens</td>
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<td>John T. Thornton</td>
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<td>Laurence C. Walker</td>
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<td>William F. Weber</td>
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<tr>
<td>Grady W. Willingham</td>
<td>Longview</td>
<td>1,436</td>
</tr>
<tr>
<td>William R. Wright</td>
<td>Longview</td>
<td>686</td>
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</table>
21. University Affairs

Mr. Randy Frank, Police Officer Trainee, at a salary rate of $12,293 for twelve months, effective March 1, 1985.

Mr. John Ragland, Police Officer Trainee, at a salary rate of $12,730 for twelve months, effective March 1, 1985.

Ms. Ann Snow, Police Officer Trainee, at a salary rate of $12,293 for twelve months, effective March 20, 1985.

Mr. Richard Wright, Jr., Police Officer Trainee, at a salary rate of $12,293 for twelve months, effective March 6, 1985.

Mr. Gary Blair, M.S., (Texas Tech University), Head Basketball Coach for Women's Intercollegiate Athletics, at a salary rate of $43,000 for twelve months, effective April 17, 1985.

85-62
Upon motion of Regent Bryce, seconded by Regent Jackson, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Communication

Ms. Tina N. Benson, Director of Student Publications and Part-time Instructor in Communication, for an overload payment of $1,000 for teaching an additional class during spring semester, 1985.

Ms. Leslie J. Simpson, Part-time Instructor in Communication, for an overload payment of $1,050 for teaching an additional class during spring semester, 1985. This was necessitated by the resignation of Ms. Deborah T. Yarrow.

2. Department of Elementary Education

Dr. Jerry Lee Irons, Professor of Elementary Education, for an overload payment of $1,000 for supervision of an additional section of student teachers.

Dr. Helen P. Mrosia, Assistant Professor of Elementary Education, for an overload payment of $1,000 for supervision of an additional section of student teachers.

Dr. Robert Frank Smith, Professor of Elementary Education, for an overload payment of $1,000 for supervision of an additional section of student teachers.
3. Department of Modern Languages

Dr. James Oscar Moses, Assistant Professor of Modern Languages, to Assistant Professor and Chairman, Department of Modern Languages, at a salary rate of $35,750 for eleven months, beginning September 1, 1985.

4. Department of Political Science and Geography

Dr. Wesley Chumlea, Associate Professor of Political Science, from 100% time at a salary rate of $30,738 for nine months to 50% time at a salary rate of $7,684, effective spring semester, 1985, only.

5. Department of Secondary Education

Ms. Sherry Lynn Rulfs, Instructor in Secondary Education, for an overload payment of $1,000 for supervision of an additional section of student teachers.

Ms. Paulette D. Wright, Part-time Instructor in Secondary Education, for an overload payment of $1,000 for supervision of an additional section of student teachers.

6. University Affairs

Ms. Kim Crawford, from Housing Accounts Manager at a salary rate of $15,835 to Associate Director of Housing at a salary rate of $20,000, effective January 21, 1985.

Ms. Suzette Crelia, from Housing Office Coordinator at a salary rate of $13,000 to Housing Accounts Manager at a salary rate of $15,038, effective March 1, 1985.

Ms. Beverly Farmer, from Head Resident III at a salary rate of $8,346 to Program Advisor at a salary rate of $14,252, effective December 19, 1984.

85-63
Upon motion of Regent Jackson, seconded by Regent Honea, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Communication

Mr. Roger B. Herring, Part-time Instructor in Communication, effective December 18, 1985.

2. Division of Nursing

Ms. Lois Wilson Gonzalez, Assistant Professor of Nursing, effective January 24, 1985.

Ms. Joan E. Johnston, Assistant Professor of Nursing, effective May 31, 1985.

3. Computer Center

Mr. Ernest R. Jackson, Telecommunications Technician I, effective April 12, 1985.

4. University Affairs

Mr. Benny Barton, Police Officer II, effective December 22, 1984.

Mr. Travis Bearden, Assistant Manager of the University Bookstore, effective February 28, 1985.


Mr. Michael Kelly, Police Officer II, effective January 10, 1985.

Ms. Martha McConnell, Photographer, effective March 8, 1985.

Mr. Nolan Smith, Police Officer I, effective March 15, 1985.

85-64

Upon motion of Regent Wooten, seconded by Regent Honea, with all members voting aye, it was ordered that the following retirements be honored:

1. Department of Counseling and Special Educational Programs

Dr. Harry Jackson Lewis, Professor in Counseling and Special Educational Programs, effective May 31, 1985.

2. Department of Sociology

Dr. Arthur Frank Clagett, Professor of Sociology, effective August 31, 1985.
Upon motion of Regent Jackson, seconded by Regent Wooten, with all members voting aye, it was ordered that the following requests for leave of absence be granted:

1. Department of Psychology

   Dr. Walter Thomas Bourbon, Jr., Professor of Psychology, effective September 1, 1985 through May 31, 1986, for 75% time leave of absence in order to pursue research in his field and to write a textbook.

2. Department of Sociology

   Dr. J. Gregg Robinson, Assistant Professor of Sociology, effective September 1, 1985 through May 31, 1986. Dr. Robinson will be conducting research in California.

Upon motion of Regent Bryce, seconded by Regent Honea, with all members voting aye, it was ordered that the following return from leave be accepted:

1. Department of Counseling and Special Educational Programs

   Dr. Bernard-thomas Hartman, Professor of Counseling and Special Education, effective January 16, 1985.

Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the professors listed below be designated Regents' Professors as indicated:

1. Regents' Professor for Research

   Dr. M. Victor Bilan, Professor of Forestry

2. Regents' Professor for Teaching

   Dr. Archie P. McDonald, Professor of History

Upon motion of Regent Honea, seconded by Regent Wooten, with all members voting aye, it was ordered that the following awards of tenure be made:

   Dr. Robert Miller, Department of Music
   Dr. Nancy A. Doyle, Department of Modern Languages
   Dr. Anita R. Webb, Department of Psychology
   Dr. Linda F. White, Department of English
   Dr. Richard Langley, Department of Chemistry
85-69
Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the following budget adjustments for FY1985 be approved:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1. 5050</td>
<td>Track</td>
<td>For pole vault pits and high jump</td>
<td>$9,000</td>
</tr>
<tr>
<td>2. 5175</td>
<td>Spring Arts Festival</td>
<td>For funding the Spring Arts Festival</td>
<td>10,000</td>
</tr>
<tr>
<td>3. 6341</td>
<td>Board Room Redecoration</td>
<td>Funds to complete Project</td>
<td>9,870</td>
</tr>
<tr>
<td>4. 5075-1010</td>
<td>Women's IA</td>
<td>Gary Blair's Salary 4-17-85 to 8-31-85</td>
<td>15,962</td>
</tr>
<tr>
<td>5. 5290-8100</td>
<td>Fringe Benefits</td>
<td>To cover cost of Gary Blair's fringe benefits for balance of FY85</td>
<td>1,305</td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus

85-70
Upon motion of Regent Jackson, seconded by Regent Bryce, with all members voting aye, it was ordered that the 1985 Summer Budget, as submitted under separate cover, be approved.

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. All funds are on deposit with approved depositories as authorized by the Board on July 23, 1984.
85-71
Upon motion of Regent Simpson, seconded by Regent Wooten, with all members voting aye, it was ordered that Change Order No. 2 in the amount of $54,143.20 on the Griffith Fine Arts Renovation Project be approved and the Chairman of the Board be authorized to sign the Change Order. (See page for Change Order).

Source of Funds: Ad Valorem Tax Funds

85-72
Upon motion of Regent Jackson, seconded by Regent Honea, with all members voting aye, it was ordered that the contract with Bonner Roofing and Metal, Inc., Lufkin, Texas, in the amount of $680,506 for re-roofing Gibbs Hall ($60,143), Residence Hall 17 (77,498), HPE ($168,823), Education Building ($96,056), and re-roofing of the Coliseum ($277,986) be approved and the Chairman of the Board be authorized to sign the contract. (See page for contract).

85-73
Upon motion of Regent Jackson, seconded by Regent Honea, with all members voting aye, it was ordered that the budget for the Re-roofing Project (1985) be approved as follows:

| Contract with Bonner Roofing | $680,506 |
| Architect's Fee (Estimate)* | 26,000 |
| Administrative Costs | 5,000 |
| **TOTAL** | **$711,506** |

Source of Funds: Auxiliary Enterprise Surplus $430,550
E & G Surplus $280,956

*Actual fee based on hourly rate.

85-74
Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the contract with Claytor Blake III, Inc., Nacogdoches, Texas, in the amount of $306,863 for the extension of the stadium/coliseum parking lot project be approved and the Chairman of the Board be authorized to sign the contract. (See page for contract).
85-75
Upon motion of Regent Honea, seconded by Regent Jackson, with all members voting aye, it was ordered that the budget for the Stadium/Coliseum Parking Project (1985) be approved as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract with Claytor Blake III</td>
<td>$306,863</td>
</tr>
<tr>
<td>Architect's Fee (Estimate)*</td>
<td>16,000</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$325,863</strong></td>
</tr>
</tbody>
</table>

Source of Funds: Auxiliary Enterprise Surplus

*Actual fee based on hourly rate.

85-76
Upon motion of Regent Honea, seconded by Regent Wooten, with all members voting aye, it was ordered that the administration be authorized to develop specifications and request bids on a telephone system for the University.

Source of Funds: Auxiliary Enterprise Surplus and E&G Surplus/Proposition II Funds

85-77
Upon motion of Regent Bryce, seconded by Regent Simpson, with all members voting aye, it was ordered that Change Order No. 2 in the amount of $28,311.00 with Utley-James of Texas on the Dormitory 20 Project be approved and the Chairman of the Board be authorized to sign the Change Order. (See page 18 for Change Order.

Source of Funds: Auxiliary Enterprise Surplus

Meeting adjourned at 11:00 a.m.
CHANGE ORDER
AIA DOCUMENT G701

Distribution to:

OWNER ARCHITECT CONTRACTOR FIELD OTHER

PROJECT: Renovation of the Griffith Building
Stephen F. Austin State University
Nacogdoches, Texas

CHANGE ORDER NUMBER: Two (2)

INITIATION DATE: Jan. 29, 1985

ARCHITECT'S PROJECT NO: FS 8237

TO (Contractor):

Cecil Pond Construction Co.
1600 North Jackson
Jacksonville, Texas 75766

CONTRACT DATE: April 25, 1984

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

1. Add fifty-four thousand, one hundred forty-three dollars and twenty cents ($54,143.20) contingency fund against which approved modifications will be drawn.

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

The original (Contract Sum) (Guaranteed Maximum Cost) was $3,388,200.00.
Net change by previously authorized Change Orders $50,000.00.
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $3,438,200.00.
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (unchanged) by this Change Order $54,143.20.
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $3,492,343.20.
The Contract Time will be (increased) (unchanged) by (0) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is July 31, 1985.

F&S Partners Inc.
3535 Travis Street Suite 201
Dallas, Texas 75204-1497

Cecil Pond Construction Co.
1600 North Jackson
Jacksonville, Texas 75766

Pat Y. Spillman, Chairman of the Board
DATE 1/29/85

By: P.O. Box 6108, SFA Station
ADDRESS
Nacogdoches, Texas 75962

July 31, 1985

Authorized: Board of Regents
Stephen F. Austin State Univ.
P.O. Box 6108, SFA Station
Address
Nacogdoches, Texas 75962

DATE April 23, 1985

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
CHANGE ORDER
AIA DOCUMENT G701

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

PROJECT: DORMITORY 20
(name, address) Stephen F. Austin State University

TO (Contractor):
Utley-James of Texas, Inc.
P. O. Box 26068
Austin, Texas 78755

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

1. Revisions to Electrical Duct Banks to suit job conditions. $13,363.00
2. Change plumbing faucets type for better maintenance. $14,948.00

Total $28,311.00

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

The original (Contract Sum) (Guaranteed Maximum Cost) was $4,544,600.00
Net change by previously authorized Change Orders $6,693.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was $4,551,293.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order $28,311.00
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be $4,579,604.00
The Contract Time will be increased (unchanged) by (6) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is June 14, 1985

Kent-Marsellos-Scott, Architects-Engineers
ARCHITECT
104 Ferry Building
Lufkin, Texas 75901

Utley-James of Texas, Inc.
CONTRACTOR
P. O. Box 26068
Address
Austin, Texas 78755

Stephen F. Austin State University
OWNER
P. O. Box 6108
Address
Nacogdoches, Texas 75962

By
William B. Smith
DATE 4/23/85

By
DATE 4/23/85
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

AGREEMENT

made as of the Twenty Third day of April 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: CLAYTOR BLAKE III, INC.
dba BLAKE FIELD SERVICE
P. O. BOX 1632
NACOGDOCHES, TEXAS 75961

THE PROJECT: STADIUM/COLISEUM PARKING 1985
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 STADIUM/COLISEUM PARKING 1985

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 120 consecutive calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of $200.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.36 of "Supplementary Conditions" and in "Proposal".

**ARTICLE 4**

**CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of THREE HUNDRED SIX THOUSAND EIGHT HUNDRED SIXTY THREE AND NO/100 DOLLARS ($306,863.00) out of current funds available to the Owner and as applicable to the project involved for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

| BASE BID | $306,863.00 |
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 percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety percent (90%) 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 (90%) 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:

"STADIUM/COLISEUM PARKING - 1985
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 February 28, 1985, Page 1
   Addendum NO. 2, dated April 8, 1985, Page 1 with Drawing ME-1 Revised.
   Copies of which are attached hereto are a part of this contract.

2. This contract is to cover the General Contract work, 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 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; in-
cluding 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, con-
forming 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 occur-
rence; Property Damage Insurance in an amount not less than
$300,000.00.
Comprehensive Auto Liability:
Bodily Injury Liability:
$500,000.00 - each person
$500,000.00 - each occurrence
Property Damage Liability
$300,000.00 - 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)

   $5,000,000.00

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 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.

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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>143,386.24</td>
</tr>
<tr>
<td>Materials</td>
<td>163,476.76</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$306,863.00</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

CLAYTOR BLAKE III, INC.
dba BLAKE FIELD SERVICE
P. O. BOX 1632
NACOGDOCHES, TEXAS 75961

ADDRESS

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)

Claytor Blake, III, Inc. dba Blake Field Service

of (2) Nacogdoches, Texas

hereinafter called Principal and (3) Fairmont Insurance Company

of Burbank 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 Three Hundred Six

Thousand Eight Hundred Sixty-three and no/100 DOLLARS ($306,863.00), 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,

dated the 23rd day of April, 1985, a copy of which is attached hereto and made a part hereof for the construction of:

Stadium/Coliseum Parking 1985, 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 23rd day of April, A.D., 1985.

ATTEST:

Claytor Blake, III, Inc. dba Blake Field Service

BY

Address

ATTEST:

Fairmont Insurance Company

BY

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) Claytor Blake, III, Inc. dba Blake Field Service

a (2) Corporation of Nacogdoches, Texas hereinafter called Principal and

(3) Fairmont Insurance Company of Burbank, 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 Three Hundred Six Thousand Eight Hundred Sixty-three and no/100 DOLLARS ($306,863.00)

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 23rd day of April, A.D., 1985,
a copy of which is hereto attached and made a part hereof for the

construction of: **Stadium/Coliseum Parking 1985, 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 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 23rd day of April, A.D., 1985.

ATTEST:

Claytor Blake, III, Inc. dba Blake Field Service

Principal

Billy J. Curry

(Principal) Secretary

BY

Fairmont Insurance Company

Surety

Ray E. Cotnoir

Attorney-in-Fact

Witness as to Surety

302 N. University, Nacogdoches

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.
FAIRMONT INSURANCE COMPANY  
Burbank, California  
POWER OF ATTORNEY  

KNOW ALL MEN BY THESE PRESENTS:

That FAIRMONT INSURANCE COMPANY, a California Corporation, does hereby make, constitute and appoint

RAY E. COTNOIR ———— OF DALLAS, TEXAS

as its true lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof,

and to bind FAIRMONT INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Bylaws of the Company, which Bylaws are now in full force and effect:

ARTICLE IV, Section 13. ATTORNEYS-IN-FACT AND AGENTS. The chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the corporation to execute and deliver, and affix the seal of the Corporation thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him or her.

ARTICLE IV, Section 14. AUTHORITY TO BIND. Any bond, undertaking, recognition, consent of surety or written obligation in the nature thereof shall be valid and binding upon the corporation when signed by the chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation and duly attested and sealed, if a seal is required, by the secretary or assistant secretary, or shall be valid and binding upon the corporation when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of FAIRMONT INSURANCE COMPANY at a meeting duly called and held on the 4th day of October, 1983:

RESOLVED that the signature of any officer authorized by the Bylaws, and the seal of the corporation, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognition consent of surety or other written obligation in the nature thereof; such signature and seal, when so used, being hereby adopted by the corporation as the original signature of such officer and the original seal of the corporation, to be valid and binding upon the corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, FAIRMONT INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 16TH day of APRIL, 1985

FAIRMONT INSURANCE COMPANY

By

[Signature]
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

made as of the Twenty Third day of April 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: BONNER ROOFING & METAL, INC.
509 LOCKE
LUFKIN, TEXAS 75901

THE PROJECT: RE-ROOFING 1985
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 RE-ROOFING 1985

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 ninety consecutive calendar days thereafter.
The Contractor further agrees to pay as liquidated damages the sum of $200.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.36 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of SIX HUNDRED EIGHTY THOUSAND FIVE HUNDRED SIX AND NO/100 DOLLARS ($680,506.00) out of current funds available to the Owner for the projects involved for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

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<tr>
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<th>Amount</th>
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<tbody>
<tr>
<td>BASE BID</td>
<td>$510,686.00</td>
</tr>
<tr>
<td>ALTERNATE #1</td>
<td>169,820.00</td>
</tr>
<tr>
<td>CONTRACT AMOUNT</td>
<td>$680,506.00</td>
</tr>
</tbody>
</table>
ARTICLE 5

PROGRESS PAYMENTS

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

Not later than 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 1985
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

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

1. Addendum NO. 1, dated April 3, 1985, Page 1
   Addendum NO. 2, dated April 3, 1985, Page 1
   Addendum NO. 3, dated April 5, 1985, Page 1, Details RR-1
   RR-2
   Addendum NO. 4, dated April 11, 1985, Telephoned
   Copies of which are attached hereto are a part of this contract.

2. This contract is to cover the General Contract work, Plumbing,
   Mechanical and Electric work, complete.
3. The said Drawings and each of all said Specifications and "General Conditions" are made part of this Agreement for all intents and purposes. provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

4. The work called for and included in this Agreement is to be 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, $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 $300,000.00.

Comprehensive Auto Liability:

Bodily Injury Liability:

$500,000.00 - each person
$500,000.00 - each occurrence

Property Damage Liability

$300,000.00 - 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)
   - $5,000,000.00

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. **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.

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.

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

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<tbody>
<tr>
<td>Labor</td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td></td>
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</tbody>
</table>

Total $680,506.00

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.

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

SEAL

BY

Chairman

BONNER ROOFING & METAL, INC.
509 LOCKE
LUFKIN, TEXAS 75901

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)

Bonner Roofing & Metal, Inc. ____________________________
of (2) Lufkin, Texas ____________________________ hereinafter called
Principal and (3) Fairmont Insurance Company ____________ of

Burbank ___________ 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

Six Hundred Eighty Thousand Five Hundred Six and No/100

DOLLARS ($ 680,506.00 ), 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 23rd day of April 1985, a copy of which is attached hereto and made a part hereof
for the construction of:

Re-roofing project 1985

(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 21st day of May, A.D., 1985.

ATTEST:

Bonner Roofing & Metal, Inc.
Principal
BY
Henry John Bonner
President

Faifmont Insurance Company
Surety
BY
Attorney-in-Fact Philip E. Mahar

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) Bonner Roofing & Metal, Inc., a (2) corporation

of Lufkin, Texas hereinafter called Principal and

(3) Fairmont Insurance Company of Burbank, State of California hereinafter called the Surety,

are held and firmly bound unto (4) BOARO OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Six Hundred Eighty Thousand Five Hundred Six and No/100 DOLLARS ($680,506.00) 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 23rd day of April, A.D., 1985.
a copy of which is hereto attached and made a part hereof for the
construction of: Re-roofing project 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 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 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 21st day of May, A.D., 1985.

ATTEST:

Bonner Roofing & Metal, Inc.
Principal

BY
Henry John Bonner
President

(Principal) Secretary

BY

Witness as to Principal

Address

ATTEST:

Fairmont Insurance Company
Surety

BY

Attorney-in-Fact Philip E. Mahar

(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.
KNOW ALL MEN BY THESE PRESENTS:

That FAIRMONT INSURANCE COMPANY, a California Corporation, does hereby make, constitute and appoint

PHILIP E. MAHAR----------------------------------of Nacogdoches, Texas.

as its true lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof,

and to bind FAIRMONT INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Bylaws of the Company, which Bylaws are now in full force and effect:

ARTICLE IV. Section 13. ATTORNEYS-IN-FACT AND AGENTS. The chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the corporation to execute and deliver, and affix the seal of the Corporation thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him or her.

ARTICLE IV. Section 14. AUTHORITY TO BIND. Any bond, undertaking, recognition, consent of surety or written obligation in the nature thereof shall be valid and binding upon the corporation when signed by the chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation and duly attested and sealed, if a seal is required, by the secretary or assistant secretary, or shall be valid and binding upon the corporation when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of FAIRMONT INSURANCE COMPANY at a meeting duly called and held on the 4rd day of October, 1983:

RESOLVED that the signature of any officer authorized by the Bylaws, and the seal of the corporation, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognition consent of surety or other written obligation in the nature thereof; such signature and seal, when so used, being hereby adopted by the corporation as the original signature of such officer and the original seal of the corporation, to be valid and binding upon the corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, FAIRMONT INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 22nd day of March of 1985.

FAIRMONT INSURANCE COMPANY

By

[Signature]

Henry F. Wright, Vice Preside
Henry F. Wright, personally known to me, was by me duly sworn, and did depose and say: that he/she resides in the State of California; that he/she is the duly elected Vice President of FAIRMONT INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his/her office under the Bylaws of said corporation, and that he/she signed his/her name thereto by like authority.

Subscribed and sworn to me this 22nd day of March, 1985.

[Signature]

HARRIET LAMBEU
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Apr. 27, 1988

CERTIFICATION

I, Trude A. Tsujimoto, the Assistant Secretary of FAIRMONT INSURANCE COMPANY, certify that the foregoing power of attorney and the above quoted Sections 13 and 14 of Article IV of the Bylaws have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Burbank, California, this 23rd day of April, 1985.

[Signature]

Trude A. Tsujimoto
Assistant Secretary

Originated by: Ray E. Olow
Surety Manager

Date of Origin: April 30, 1985