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

April 29, 1986

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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS
April 29, 1986

The meeting was called to order by Mr. W. F. Garner, Jr., Chairman of the Board of Regents, at 9:00 a.m., April 29, 1986.

REGENTS

PRESENT:  Mr. Larry Jackson of Plano
          Mr. Homer Bryce of Henderson
          Mr. Dan Haynes of Burnet
          Mr. Richard Hile of Jasper
          Mr. John O. Sutton of Nacogdoches
          Mr. Lavoy Moore of Conroe
          Mr. W. F. Garner, Jr., of Bridge City

ABSENT:    Willia B. Murphy Wooten of Crockett
           Mr. Phil Simpson of Dallas

STAFF

PRESENT:  Dr. William R. Johnson, President
          Mr. Don Henry, Vice President for Administrative and Fiscal Affairs
          Mr. Bob Provan, Legal Counsel
          Dr. Baker Pattillo, Vice President for University Affairs
          Dr. William J. Brophy, Interim Vice President for Academic Affairs
          Dr. Nancy C. Speck, Director of Development

STUDENTS

PRESENT:  Ms. Sheril Moore
Upon motion of Regent Hile, seconded by Regent Moore, with all members voting aye, it was ordered that the Rules and Regulations of the Board of Regents be amended to strike the second sentence of the second paragraph of section 4. (See page \textsuperscript{19} for amended Rules and Regulations).

Upon motion of Regent Sutton, seconded by Regent Hile, with all members voting aye, it was ordered that Regent Jackson be elected as Chairman of the Board.

Upon motion of Regent Sutton, seconded by Regent Hile, with all members voting aye, it was ordered that Regent Haynes be elected as Vice Chairman of the Board.

Upon motion of Regent Sutton, seconded by Regent Hile, with all members voting aye, it was ordered that Don L. Henry be elected as Secretary to the Board.

Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the minutes of the meeting of January 21, 1986, be approved.

Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the minutes of the meeting of March 10, 1986, be approved.

Upon motion of Regent Moore, seconded by Regent Garner, with all members voting aye, it was ordered that the faculty and staff appointments for 1986-87, as submitted under separate cover, be approved.

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

1. Department of Accounting

   Mr. Nowlin Ross Quarles, 39, M.S.S.M. (University of Southern California), Assistant Professor of Accounting, at a salary of $32,000 for 100% time for nine months, effective September 1, 1986.
2. Department of Administrative Services

Dr. Elizabeth Ryan Brice, Part-time Instructor of Administrative Services, at a salary of $1,500 for 25% time for the spring semester, 1986.

Dr. Libbyrose Dalton Clark, Lecturer of Administrative Services, at a salary of $8,000 for 100% time for spring semester, 1986.

Dr. Florence Elliott-Howard, Part-time instructor of Administrative Services, at a salary of $1,500 for 25% time for the spring semester, 1986.

3. Department of Communication

Mr. Robert Thomas Armistead, Lecturer of Communication, at a salary of $8,000 for 100% time for the spring semester, 1986.

Mr. Benjamin Click, Lecturer of Communication, at a salary of $6,000 for 100% time for the spring semester, 1986.

Mr. Steve Richard Jennings, Part-time Instructor of Communication, at a salary of $1,600 for 25% time for the spring semester, 1986.

Mr. Mark Zindler, Part-time Instructor of Communication, at a salary of $4,000 for 50% time for the spring semester, 1986.

4. Department of Computer Science

Mr. David William South, Lecturer of Computer Science, at a salary of $9,500 for 100% time for the spring semester, 1986.

5. Department of Counseling and Special Educational Programs

Ms. Bettie Sue White, 57, M.Ed. (Stephen F. Austin State University), Part-time Instructor of Counseling and Special Educational Programs, at a salary of $1,500 for 25% time for the spring semester, 1986.

6. Criminal Justice Program

Mr. Brian J. Kelly, 42, M.A. (Sam Houston State University), Part-time Instructor of Criminal Justice, at a salary of $1,500 for 25% time for the spring semester, 1986.
Mr. John Daniel Norton, Part-time Instructor of Criminal Justice, at a salary of $5,250 for 75% time for the spring semester, 1986.

Dr. Robert Brian O'Keefe, Part-time Instructor of Criminal Justice, at a salary of $1,500 for 25% time for the spring semester, 1986.

Mr. Robert J. Provan, Part-time Instructor of Criminal Justice at a salary of $1,700 for 25% time for the spring semester, 1986.

Mr. Walter Hayes Scalen, Jr., Part-time Instructor of Criminal Justice, at a salary of $1,500 for 25% time for the spring semester, 1986.

Dr. Richard Todd Shigley, 39, Ed.D (Montana State University), Assistant Professor of Criminal Justice, at a salary of $25,000 for 100% time for nine months, effective September 1, 1986.

7. Department of Economics and Finance

Mr. David Wright Durr, Lecturer of Economics and Finance, at a salary of $9,000 for 100% time for the spring semester, 1986.

Ms. Sarah Nelle Richardson, Lecturer of Economics and Finance, at a salary of $5,000 for 75% time, and Lecturer of Applied Arts at a salary of $1,750 for 25% time (combined salary of $6,750) for the spring semester, 1986.

Dr. Joe Bert Stine, 40, D.B.A. (Louisiana Tech University), Associate Professor of Economics and Finance, at a salary of $37,500 for 100% time for nine months, effective September 1, 1986.

8. Department of Elementary Education

Ms. Annelle Barbin, Part-time Instructor of Elementary Education, at a salary of $1,500 for 25% time for the spring semester, 1986.

Ms. Judy Ann Barnes, Part-time Instructor of Elementary Education, at a salary of $4,000 for 50% time for the spring semester, 1986.

Ms. Brenda Von Bowman, Part-time Instructor of Elementary Education, at a salary of $1,500 for 25% time for the spring semester, 1986.
Dr. Newel Gene Holland, Part-time Instructor of Elementary Education, at a salary of $2,000 for 25% time for the spring semester, 1986.

Ms. Deanna C. Petty, Part-time Instructor of Elementary Education, at a salary of $1,500 for 25% time for the spring semester, 1986.

9. Department of English and Philosophy

Mr. Cydney W. Adams, Part-time Instructor of English, at a salary of $1,625 for 25% time, and Part-time Instructor of History, at a salary of $1,625 for 25% time (combined salary of $3,250) for the spring semester, 1986.

Ms. Annette S. Dawson, Part-time Instructor of English, at a salary of $1,860 for 25% time for the spring semester, 1986.

10. Department of Geology

Mr. Martin J. Deuth, Part-time Assistant Professor of Geology, at a salary of $3,844 for 33% time for the spring semester, 1986.

Mr. Joseph R. Pate, Part-time Instructor of Geology, at a salary of $5,000 for 50% time for the spring semester, 1986.

11. Department of Health and Physical Education

Dr. Jane D. Robertson, 54, Ed.D. (University of Alabama), Part-time Instructor of Health and Physical Education, at a salary of $4,000 for 50% time for the spring semester, 1986.

Mr. E. K. Sowell, Part-time Instructor of Health and Physical Education, at a salary of $4,362 for 50% time for the spring semester, 1986.

12. Department of History

Ms. Hazel S. Abernathy, Part-time Instructor of History, at a salary of $1,800 for 25% time for the spring semester, 1986.

13. Department of Management and Marketing

Mr. Rocky Dumas, Lecturer of Management and Marketing, at a salary of $6,000 for 100% time for the spring semester, 1986.

Mr. Troy A. Hargis, Part-time Instructor of Management and Marketing, at a salary of $5,878 for 50% time for the spring semester, 1986.

14. Department of Mathematics and Statistics

Dr. Robert R. Fleet, Lecturer in Mathematics, at a salary of $7,400 for 100% time for the spring semester, 1986.

Mr. Stuart Jim Gouvernante, Lecturer of Mathematics, at a salary of $6,000 for 100% time for the spring semester, 1986.

Mr. Hossein Mohammed Hosseinpour, Lecturer of Mathematics, at a salary of $6,200 for 100% time for the spring semester, 1986.

15. Department of Modern Languages

Ms. Joanne C. Howard, Part-time Instructor of Modern Languages, at a salary of $3,256 for 50% time for the spring semester, 1986.

Mr. Manuel Mendoza, Part-time Assistant Professor of Modern Languages, at a salary of $6,724 for 50% time for the spring semester, 1986.

16. Department of Music

Ms. Elizabeth Clayton, part-time Instructor of Music, at a salary of $3,000 for 50% time for the spring semester, 1986.

Mr. William Krause, Part time Instructor of Music, at a salary of $3,000 for 50% time for the spring semester, 1986.

17. Division of Nursing

Ms. Ellen Duke, 27, M.S.N. (University of Texas at Houston), Part-time Instructor of Nursing, at a salary of $5,000 for 50% time for the spring semester, 1986.

18. Department of Political Science and Geography

Mr. David Ross Thomas, 48, M.Ed. (East Carolina University), Lecturer of Political Science, at a salary of $1,467 for the spring semester, 1986.
19. Department of Psychology

Ms. Jessica Ann Hart, 36, M.A. (Stephen F. Austin State University), Part-time Instructor of Psychology, at a salary of $2,100 for 25% time for the spring semester, 1986.

Dr. True S. Mann, 52, Ph.D. (East Texas State University), Part-time Instructor of Psychology, at a salary of $7,875 for 75% time for the spring semester, 1986.

20. Department of Secondary Education

Dr. John C. Austin, Part-time Professor of Secondary Education, at a salary of $9,086 for 50% time for the spring semester, 1986.

Dr. Harry J. Beavers, 45, Ed.D. (East Texas State University), Part-time Instructor of Secondary Education, at a salary of $2,000 for 25% time for the spring semester, 1986.

Dr. Allen Gordon Cannon, Part-time Instructor of Secondary Education, at a salary of $4,000 for 50% time for the spring semester, 1986.

Dr. Marvin Crawford, Part-time Instructor of Secondary Education, at a salary of $2,000 for 25% time for the spring semester, 1986.

Dr. Clyde Iglinsky, Part-time Instructor of Secondary Education, at a salary of $2,000 for 25% time for the spring semester, 1986.

Dr. Mary Jo Velvin, 35, Ed.D. (East Texas State University), Part-time Instructor of Secondary Education, at a salary of $2,000 for 25% time for the spring semester, 1986.

21. Social Work Program

Mr. Roger Bruce McNellie, Part-time Instructor of Social Work, at a salary of $1,500 for 25% time for the spring semester, 1986.
22. School of Applied Arts and Sciences

The following persons are employed for the spring semester, 1986 at the location and for the salary indicated.

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<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
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<tbody>
<tr>
<td>Dr. Mary Appleberry</td>
<td>Humble</td>
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<td>Dr. Joe Ballenger</td>
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<td>Dr. Royce Burton</td>
<td>Coffield</td>
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<td>Dr. Leonard Cheever</td>
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<td>Dr. Wilbur Rhea Clark</td>
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<tr>
<td>Dr. Charlene Crocker</td>
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<td>Dr. Ralph Eddins</td>
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<td>Dr. Dale Fish</td>
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<td>Mr. Charles Gardner</td>
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<td>Dr. Donald Gregory</td>
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<td>Dr. Vivian Gruber</td>
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<td>Dr. William Heeney</td>
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<td>Dr. Harold Hill</td>
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<td>Dr. Jerry Irons</td>
<td>Jasper</td>
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<td>Dr. Langston Kerr</td>
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<tr>
<td>Dr. Mary Ella Lowe</td>
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<td>Dr. William Weber</td>
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<tr>
<td>Mr. Richard S. Wilson</td>
<td>Coffield</td>
<td>2,341</td>
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23. University Affairs

Ms. Peggy Scott, Assistant Dean of Student Development, at a salary of $21,000 for twelve months, effective March, 1986.

Mr. Steve Scott, Placement Coordinator, at a salary level of $20,000 for twelve months, effective March 3, 1986.
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the following changes in status be approved:

1. Office of the Vice President for Academic Affairs

Dr. James V. Reese, Dean of the School of Liberal Arts, to Vice President for Academic Affairs, at an annual salary of $60,194, effective August 1, 1986.

2. School of Liberal Arts

Dr. William J. Brophy, Associate Vice President for Academic Affairs and Professor of History, to Dean of the School of Liberal Arts, Interim Dean of the School of Sciences and Mathematics, and Professor of History, at an annual salary of $56,636, effective August 1, 1986.

3. Department of English and Philosophy

Dr. Roy Cain, Professor of English and Chairman of the Department of English and Philosophy, to Professor of English, effective September 1, 1986.

Dr. Kirby L. Duncan, Professor of English, to Professor of English and Chairman of the Department of English and Philosophy at a salary of $49,300 for eleven months, effective September 1, 1986.

4. Applied Studies

Dr. Samir Maamary, Associate Professor of Sociology, from $790 to $1,050 for teaching two courses in Humble during the fall semester, 1985.

5. Department of Communication

Ms. Sara Bess Dudley, Part-time Instructor of Communication, from $3,500 for 50% time to $5,250 for 75% time, for the spring semester, 1986.

6. Department of Music

Dr. Max Lynn Morley, Associate Professor of Music, at a salary of $27,585 for 100% time for nine months to Interim Dean, School of Fine Arts, at a salary of $28,335 for 100% time, effective January 15, 1986.
7. University Affairs

Ms. Dorris Fortson, from Senior Secretary at a salary of $11,336 to Coordinator for University Reservations and Conferences at a salary of $14,500, effective February 1, 1986.

8. Administrative and Fiscal Affairs

Ms. Bonita A. Barrington, from Senior Secretary, Agriculture Department, at a salary of $11,003, to Administrative Secretary to the Vice President for Administrative and Fiscal affairs, at a salary of $12,397 effective January 27, 1986.

86-74

Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that the following retirements be accepted:

1. Department of Accounting

Dr. Frank A. Ross, Professor of Accounting, effective July 31, 1986.

2. Department of Administrative Services

Dr. Kenneth Durr, Professor of Administrative Services, effective August 31, 1986.

Mr. John W. Hamilton, Assistant Professor of Administrative Services, effective August 31, 1986.

3. Department of Elementary Education

Dr. Mary Appleberry, Professor of Elementary Education, effective August 31, 1986.

4. Department of History

Dr. Vera Dugas, Professor of History, effective May 31, 1986.

Dr. James Nichols, Professor of History, effective May 31, 1986.

5. Department of Political Science and Geography

Dr. Melville Kahn, Assistant Professor of Political Science, effective January 15, 1987.
6. Department of Music

Dr. Melvin B. Montgomery, Associate Professor of Music, effective May 31, 1986.

7. Administrative and Fiscal Affairs

Ms. Dorothy B. Whitton, Administrative Secretary to the Vice President for Administrative and Fiscal Affairs, effective January 31, 1986.

Ms. Myrtle E. Link, Assistant Buyer, Purchasing Department, effective March 31, 1986.

86-75

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

1. Department of Biology

Ms. Jennifer Matos, Laboratory Coordinator for Biology, effective May 31, 1986.

2. Department of Communication

Ms. Tina Benson, Lecturer in Communication and Director of Student Publications, effective December 31, 1985.

3. Department of Economics and Finance


Mr. Paul B. Eberle, Instructor, effective August 31, 1986.

4. Department of Geology

Mr. Harry P. Hoge, Professor of Geology, effective May 31, 1986.

5. Department of Home Economics

Ms. Linda Freeman, Instructor of Home Economics, effective May 31, 1986.

6. Department of Physics

Dr. James B. Rafert, Assistant Professor of Physics, effective May 31, 1986.
7. Department of Psychology
Dr. Anita Webb, Assistant Professor of Psychology, effective May 31, 1986.

8. Social Work Program
Mr. William E. Syers, Associate Professor of Social Work, effective May 31, 1986.

9. University Affairs
Ms. Marie Hill, Coordinator of Scheduling and Services, effective December 31, 1985.
Ms. Tena Hill, Placement Office Coordinator, effective February 7, 1986.

86-76
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the following terminations be approved.

1. Department of Chemistry
Dr. Phillip Ash, Assistant Professor of Chemistry, effective July 10, 1986.

2. Department of Counseling and Special Educational Programs

3. Department of Management and Marketing
Ms. Marlene Kahla, Assistant Professor of Management, effective May 31, 1986.

4. Department of Music
Upon motion of Regent Haynes, seconded by Regent Garner, with all members voting aye, it was ordered that the following requests for leave of absence be granted:

1. Department of Biology

Dr. Charles Mims, Professor of Biology, effective September 1, 1986, through August 31, 1987. Dr. Mims will teach at the University of Georgia.

2. Department of Geology

Dr. Austin Sartin, Professor of Geology, effective September 1, 1986, through August 31, 1987. Dr. Sartin has been on leave for 1985-86 and has requested a continuation of his leave.

3. Department of Health and Physical Education

Mr. Stan Bobo, Instructor of Health and Physical Education, effective September 1, 1986, through May 31, 1987. Mr. Bobo will pursue the Master of Fine Arts degree at Florida State University.

4. Department of Music

Dr. Cody A. Garner, Professor of Music, effective September 1, 1986, through May 31, 1987. Dr. Garner has been on leave for the 1985-86 academic year and has requested a continuation of his leave.

Upon motion of Regent Haynes, seconded by Regent Moore, with all members voting aye, it was ordered that the following returns from leave be accepted:

1. Department of Counseling and Special Educational Programs

Dr. Bernard-thomas Hartman, Professor of Counseling and Special Education, effective September 1, 1986.

2. Department of Music

Mr. John Goodall, Instructor of Music, effective September 1, 1986.

3. Department of Sociology

Dr. Gregg Robinson, Assistant Professor of Sociology, effective September 1, 1986.
Upon motion of Regent Sutton, seconded by Regent Garner, with all members voting aye, it was ordered that the following promotions be granted:

To Professor Emeritus:

Dr. June Irwin, Regents Professor, Health and Physical Education
Dr. Arthur Clagett, Sociology
Dr. James Nichols, History
Dr. Frank Lauderdale, Accounting

To Professor:

Dr. Vera Dugas, History, effective May 1, 1986.

To Associate Professor

Dr. George Dailey, Computer Science, effective September 1, 1986.

To Assistant Professor:

Dr. Charles Gavin, Music, effective September 1, 1986.

Upon motion of Regent Haynes, seconded by Regent Garner, with all members voting aye, it was ordered that the professors listed below be awarded Regents Professorships as indicated:

Regents Professor for Teaching -
    Dr. David W. Jones, Professor of Music
Regents Professor for Research -
    Dr. Elray Nixon, Professor of Biology

Upon motion of Regent Bryce, seconded by Regent Hile, it was ordered that the following members of the faculty be awarded academic tenure:

Dr. Don A. Hay, Biology
Dr. G. Michael Epping, Management and Marketing
Dr. James R. Speer, Psychology
Dr. Kathryn Kolar, Social Work
Upon motion of Regent Garner, seconded by Regent Hile, with all members voting aye, it was ordered that the amendment to the constitution of the Faculty Senate, as stated below, be approved:

Amendment to Article 1, Section 5

Section 5. The term of membership on the Faculty Senate shall be three years. To provide for continuity of organization and function, one third of the membership shall be elected each year. Upon the completion of a three-year term, or a two year unexpired term of membership, no faculty member shall be eligible for reelection until the expiration of two academic years. Should the Senate determine that an imbalance in the numbers of first, second or third-year senators exists, it may adjust its composition by designating an appropriate number of elective positions to be filled for two-year, rather than three-year terms.

(Underlined sentence represents an addition to the section.)

Upon motion of Regent Hile, seconded by Regent Moore, with all members voting aye, it was ordered that the following amendment to the policy entitled "Procedural Guarantees Relating to Termination and Non-Renewal of Contracts" be approved.

Current Policy

Section 4(a). The University Grievance Panel will be composed of twenty-one tenured faculty members, one from the School of Applied Arts and Science, two from the Library and three each from the other academic Schools (exclusive of the Graduate School).

Amended Policy

Section 4(a). The University Grievance Panel will be composed of twenty-four tenured faculty members, three each from the Library and each academic School (exclusive of the Graduate School).

(The phrases to be changed are underlined.)

Upon motion of Regent Sutton, seconded by Regent Haynes, with all members voting aye, it was ordered that the 1986 Summer Budget, as submitted under separate cover, be approved.
Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that the annual operating budget for FY87 be approved as submitted under separate cover. The annual budget provides for a total current fund expenditure of $49,767,281 and current revenue and transfers of $49,767,281.

FINANCIAL 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 and are correct:

2. That all funds are on deposit with approved depositories as authorized by the Board on July 22, 1985.

Upon motion of Regent Hile, seconded by Regent Moore, with all members voting aye, it was ordered that the administration be authorized to purchase the property located at 214 Carolyn Street at a cost of $80,000.

Source of Funds: Higher Education Assistance Funds

Upon motion of Regent Garner, seconded by Regent Sutton, with all members voting aye, it was ordered that the administration take bids for certain contract work on the Liberal Arts North Fourth Floor Addition and that the President be authorized to sign the contracts with the approval of the Executive Committee of the Board.

Source of Funds: Higher Education Assistance Funds

Upon motion of Regent Garner, seconded by Regent Sutton, it was ordered that the budget for the completion of the fourth floor of the Liberal Arts North Building be approved as presented below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Work</td>
<td>$228,968</td>
</tr>
<tr>
<td>Inhouse Work</td>
<td>200,000</td>
</tr>
<tr>
<td>Architect Fees</td>
<td>32,477</td>
</tr>
<tr>
<td>Contingency</td>
<td>30,000</td>
</tr>
<tr>
<td>Administration</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$496,445</strong></td>
</tr>
</tbody>
</table>
Upon motion of Regent Moore, seconded by Regent Garner, with all members voting aye, it was ordered that the administration be authorized to accept bids, and that the President be authorized to sign purchase orders and/or authorize University personnel to perform work, for the site preparation for the Stephen F. Austin statue, with an expenditure not to exceed $126,000.

Source of Funds: Ad Valorem Tax Fund and/or Auxiliary Surplus

Upon motion of Regent Haynes, seconded by Regent Hile, with all members voting aye, it was ordered that Change Order No. 3 with Cecil Pond Construction Company on the Griffith Fine Arts Project in the amount of $74,798 be approved and the Chairman of the Board be authorized to sign the change order. (See page 20 for Change Order).

Upon motion of Regent Garner, seconded by Regent Hile, with all members voting aye, it was ordered that the contract in the amount of $2,393,515 with LCT, Inc. for the installation of a replacement telephone system as recommended by the State Purchasing and General Services Commission be approved and that the President be authorized to sign the contract documents.

Source of Funds: Bond Proceeds and Higher Education Assistance Funds

Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that the administration be authorized to accept bids for telephone equipment room site work preparation and the President be authorized to issue purchase orders within the limits of the budget included below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>$15,825</td>
</tr>
<tr>
<td>Generator</td>
<td>7,000</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>5,000</td>
</tr>
<tr>
<td>Total Estimate</td>
<td>$27,825</td>
</tr>
</tbody>
</table>

Upon motion of Regent Garner, seconded by Regent Moore, with six members voting aye and one member voting no, it was ordered that the contracts with Gorrell Construction Company and Balsam American Sports Facilities for the installation of a stadium drainage system and track renovation work at Lumberjack Stadium, at a total combined cost for the two projects of $586,097.55 be approved subject to the engineer properly dividing the cost to the two separate projects. (See page 21 for contract).
86-94
Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that the administration be authorized to accept bids for the replacement of carpet on the second floor of the Library, and that the President, with the approval of the Chairman of the Board, be authorized to sign the purchase order.

Source of Funds: Proposition II Allocation

86-95
Upon motion of Regent Haynes, seconded by all members of the Board, with all members voting aye, it was ordered that the football stadium, presently referred to as Lumberjack Stadium, be named for Mr. Homer Bryce in recognition and appreciation for his longstanding and substantial support of Stephen F. Austin State University. The stadium will be known as "Homer Bryce Stadium."

86-96
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the Board of Regents reaffirm the agreement previously entered into between the University and Temple-Eastex, Incorporated, that the forestry field station, presently under construction, be named "Temple-Eastex Forestry Laboratory." This will be further recognition of the substantial gift made by the Temple Foundation for the construction of the facility.

86-97
Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that because of the longstanding use of the name Vista Drive and its significance to the history of the University, that College Drive, which passes in front of the Austin Building and along the east side of the Alumni Building (from Griffith Drive to North Street), be renamed Alumni Drive.

86-98
Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the preliminary plans for the Rusk Renovation Project be approved and that the administration be authorized to proceed with detailed plans and specifications and to accept bids at the appropriate time.

Source of Funds: Higher Education Assistance Funds.

86-99
Upon motion of Regent Moore, seconded by Regent Hile, with all members voting aye, it was ordered that the meeting be adjourned at 10:25 a.m.
A majority of the members of the Board shall constitute a quorum. Proxies shall not be recognized. No formal action shall be taken by the Board in the absence of a quorum.

3. 
**Designation of Officers**

The Officers of the Board shall include a Chairman, a Vice Chairman, a Secretary, and such other officers as may from time to time be elected or appointed.

4. 
**Election of Chairman and Authorization of Duties**

At the Annual Meeting of the Board, and as the first order of business after the meeting has been called to order, there shall be elected from the membership of the Board a Chairman, who shall take office immediately following election, and who shall serve until the next Annual Meeting.

No member shall serve more than two consecutive terms as Chairman unless the members shall re-elect such member for each term after the two consecutive terms by unanimous vote at a meeting at which at least six members are present.

In the event of a Chairman's death or resignation, the Vice Chairman shall serve as Chairman of the Board until the next Annual Meeting.

The Chairman of the Board shall preside at all meetings of the Board which he attends.

He/she will be responsible for the agendas of the meetings of the Board. He/she shall have the authority to call special meetings of the Board, as herein provided.
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: Four (4)

INITIATION DATE: April 14, 1986

TO (Contractor):

Cecil Pond Construction Company
1600 North Jackson
Jacksonville, Texas 75766

ARCHITECT'S PROJECT NO: FS 8237

CONTRACT FOR: General Construction

CONTRACT DATE: April 25, 1984

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

1. Add seventy four thousand, seven hundred ninety seven dollars and seventy-eight cents ($74,797.78) to the construction contingency fund against which approved modifications through Modification No. 100 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) was $3,388,200.00
Net change by previously authorized Change Orders $104,143.20
The (Contract Sum) prior to this Change Order was $3,492,343.20
The (Contract Sum) will be (increased) $74,797.78
The new (Contract Sum) including this Change Order will be $3,567,140.98
The Contract Time will be (unchanged) (0) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is October 10, 1985.

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

F&S Partners Incorporated
Architect
3535 Travis St., Suite 201
Dallas, Texas 75204-1457

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

Pat Y. Spillman, Chairman of the Board

DATE April 29, 1986

THE AMERICAN INSTITUTE OF ARCHITECTS. 1735 NEW YORK AVE. N.W. WASHINGTON D.C. 20006

G701 — 1978
OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of the 5th day of May in the year 1986 by and between Stephen F. Austin State University (hereinafter called OWNER) and Gorrell Contracting Co., Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Drainage Improvements at Lumberjack Stadium" for Stephen F. Austin State University

Article 2. ENGINEER.

The Project has been designed by Lamb & Barger Consulting Engineers who are hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work will be substantially completed within 84 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 89 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER AND CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.
Article 4. **CONTRACT PRICE.**

4.1 **OWNER** shall pay **CONTRACTOR** for performance of the Work in accordance with the Contract Documents in current funds as follows:

1. Total amount of Base Bid Items related to "Drainage Improvements" at Lumberjack Stadium as identified on Exhibit "A" of the Contract in the amount of Two Hundred Forty Six Thousand, Six Hundred Seventy Five and 44/100 Dollars, ($246,675.44).

2. Total amount of material incorporated into work for Tax Exemption, One Hundred Forty Thousand, Four Hundred Nine and No/100 Dollars, ($140,409.00).


Article 5. **PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1 **Progress Payments.** **OWNER** shall make progress payments on account of the Contract Price on the basis of **CONTRACTOR'S** Applications for Payment as recommended by **ENGINEER**, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 4.1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will in an amount equal to 95 percent of the Work completed, and 95 percent of materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.2 **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said paragraph 14.13.

Article 6. **INTEREST.**

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. **CONTRACTOR'S REPRESENTATIONS.**

In order to induce **OWNER** to enter into this Agreement **CONTRACTOR** makes the following representations:
7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1 This Agreement (pages 1 to 5, inclusive).

8.2 Exhibit "A" to this Agreement (pages EA-1 to EA-2, inclusive).

8.3 Performance and Payment Bonds.

8.4 Notice of Award.

8.5 "Project Manual for Athletic Track and Drainage Improvements at Lumberjack Stadium" and consisting of all divisions and pages, as listed in table of contents thereof.
8.6 Drawings, consisting of a cover sheet and sheets numbered 1 through 10 inclusive with each sheet bearing the following general title:

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Sheet</td>
</tr>
<tr>
<td>2</td>
<td>General Layout</td>
</tr>
<tr>
<td>3</td>
<td>Drainage &amp; Grading, South End of Field</td>
</tr>
<tr>
<td>4</td>
<td>Filter System for Slopes</td>
</tr>
<tr>
<td>5</td>
<td>Layout Plan &amp; Details, Long Jump/ Triple Jump Facility</td>
</tr>
<tr>
<td>6</td>
<td>Drainage &amp; Grading, North End of Field</td>
</tr>
<tr>
<td>7</td>
<td>Layout Plan &amp; Details, Pole Vault Facility</td>
</tr>
<tr>
<td>8</td>
<td>Grading Plan, Football Field &amp; Sidelines</td>
</tr>
<tr>
<td>9</td>
<td>Drainage Structures Details</td>
</tr>
<tr>
<td>10</td>
<td>Layout Plan &amp; Details, Athletic Track</td>
</tr>
</tbody>
</table>

8.7 Addenda number 1.

8.8 CONTRACTOR'S Bid (Pages A-15 to A-24, inclusive).

8.9 Documentation submitted by CONTRACTOR with Bid.

8.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

8.11 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on May 19, 1986.

OWNER
Stephen F. Justin State University
By
(CORPORATE SEAL)

Attest
Address for giving notices
P. O. Box 6108, SFA Station
Nacogdoches, Texas 75962

CONTRACTOR
Correll Contracting Co., Inc.
By
(CORPORATE SEAL)

Attest
Address for giving notices
Rt. 13 Box 39
Conroe, Texas 77303

5
**EXHIBIT A**

Bid Items related to Drainage Improvements at Lumberjack Stadium.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation including Stripping</td>
<td>C.Y.</td>
<td>1,830</td>
<td>$8.80</td>
<td>$16,104.00</td>
</tr>
<tr>
<td>2</td>
<td>Excavation Clauponite Material</td>
<td>C.Y.</td>
<td>80</td>
<td>12.50</td>
<td>1,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Compacted Embankment</td>
<td>C.Y.</td>
<td>1,890</td>
<td>6.50</td>
<td>12,285.00</td>
</tr>
<tr>
<td>4</td>
<td>Borrow for Compacted Embankment</td>
<td>C.Y.</td>
<td>200</td>
<td>16.75</td>
<td>3,350.00</td>
</tr>
<tr>
<td>5</td>
<td>Finish Grading</td>
<td>Hr.</td>
<td>8</td>
<td>105.00</td>
<td>840.00</td>
</tr>
<tr>
<td>13</td>
<td>4-(\frac{1}{2})&quot; Portland Cement Concrete Pavement</td>
<td>S.Y.</td>
<td>389</td>
<td>22.50</td>
<td>8,752.50</td>
</tr>
<tr>
<td>17</td>
<td>4&quot; PVC Pipe Drain</td>
<td>L.F.</td>
<td>20</td>
<td>7.50</td>
<td>150.00</td>
</tr>
<tr>
<td>19</td>
<td>6&quot; PVC Perforated Pipe Subdrain</td>
<td>L.F.</td>
<td>640</td>
<td>7.00</td>
<td>4,480.00</td>
</tr>
<tr>
<td>21</td>
<td>12&quot; PVC Pipe Storm Drain</td>
<td>L.F.</td>
<td>27</td>
<td>34.00</td>
<td>918.00</td>
</tr>
<tr>
<td>22</td>
<td>24&quot; Reinforced Concrete Pipe Storm Drain</td>
<td>L.F.</td>
<td>412</td>
<td>56.00</td>
<td>23,072.00</td>
</tr>
<tr>
<td>24</td>
<td>24&quot; x 24&quot; Catch Basin</td>
<td>Ea.</td>
<td>5</td>
<td>950.00</td>
<td>4,750.00</td>
</tr>
<tr>
<td>25</td>
<td>Type &quot;C&quot; Manhole</td>
<td>Ea.</td>
<td>2</td>
<td>1,350.00</td>
<td>2,700.00</td>
</tr>
<tr>
<td>26</td>
<td>Type &quot;C-1&quot; Manhole</td>
<td>Ea.</td>
<td>1</td>
<td>1,750.00</td>
<td>1,750.00</td>
</tr>
<tr>
<td>27</td>
<td>Type &quot;A&quot; Structure</td>
<td>Ea.</td>
<td>2</td>
<td>2,250.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>28</td>
<td>Trench Drain</td>
<td>L.F.</td>
<td>840</td>
<td>83.00</td>
<td>69,720.00</td>
</tr>
<tr>
<td>29</td>
<td>Subdrain Cleanout</td>
<td>Ea.</td>
<td>6</td>
<td>250.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>30</td>
<td>Cement Stabilized Sand Backfill (For Trench Drain)</td>
<td>Ton</td>
<td>200</td>
<td>24.00</td>
<td>4,800.00</td>
</tr>
<tr>
<td>31</td>
<td>Sand Filter (AASHTO, C-33 Concrete Sand)</td>
<td>Ton</td>
<td>10</td>
<td>27.00</td>
<td>270.00</td>
</tr>
<tr>
<td>32</td>
<td>6&quot; Graded Aggregate Field Filter</td>
<td>Ton</td>
<td>480</td>
<td>29.00</td>
<td>13,920.00</td>
</tr>
</tbody>
</table>
Exhibit A Cont'd.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>Geotextile Filter Fabric (140# or Equal)</td>
<td>S.Y.</td>
<td>6,112</td>
<td>1.45</td>
<td>8,862.40</td>
</tr>
<tr>
<td>34</td>
<td>Geotextile Filter Fabric (1500HP or Equal)</td>
<td>S.Y.</td>
<td>2,634</td>
<td>3.50</td>
<td>9,219.00</td>
</tr>
<tr>
<td>35</td>
<td>Drainage Net (Type DN-1 or Equal)</td>
<td>S.Y.</td>
<td>6,098</td>
<td>3.75</td>
<td>22,867.50</td>
</tr>
<tr>
<td>36</td>
<td>Geogrid (Type SS-2 or Equal)</td>
<td>S.Y.</td>
<td>2,798</td>
<td>2.50</td>
<td>6,995.00</td>
</tr>
<tr>
<td>38</td>
<td>2&quot; PVC Electrical Conduit</td>
<td>L.F.</td>
<td>490</td>
<td>3.70</td>
<td>1,813.00</td>
</tr>
<tr>
<td>39</td>
<td>Bore &amp; Jack 2&quot; PVC Electrical Conduit</td>
<td>L.F.</td>
<td>102</td>
<td>19.00</td>
<td>1,938.00</td>
</tr>
<tr>
<td>40</td>
<td>Cast Aluminum Water Tight Electrical Junction Box</td>
<td>Ea.</td>
<td>6</td>
<td>385.00</td>
<td>2,310.00</td>
</tr>
<tr>
<td>41</td>
<td>Block Sodding</td>
<td>S.Y.</td>
<td>2,542</td>
<td>2.40</td>
<td>6,100.80</td>
</tr>
<tr>
<td>42</td>
<td>Seeding</td>
<td>S.Y.</td>
<td>2,404</td>
<td>1.95</td>
<td>4,687.80</td>
</tr>
<tr>
<td>49</td>
<td>Track Protection</td>
<td>L.S.</td>
<td>1</td>
<td>1,404.09</td>
<td>1,404.09</td>
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<tr>
<td>50</td>
<td>Allowance for Contingency</td>
<td>L.S.</td>
<td>1</td>
<td>5,616.35</td>
<td>5,616.35</td>
</tr>
</tbody>
</table>

Total Amount Bid Items Related to "Drainage Improvements" at Lumberjack Stadium $246,675.44
KNOW ALL MEN BY THESE PRESENTS, That, we, Gorrell Contracting Company, Inc.

Route 13, Box 39, Conroe, Texas 77303

(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle, Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

Stephen F. Austin University

(hereinafter called the Obligee) in the amount of Two Hundred Forty Six Thousand Six Hundred Seventy Five and 44/100ths--($246,675.44) Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 14th day of May 1986, to wit:

Stadium Drainage, Lumberjack Stadium, Stephen F. Austin University,

Nacogdoches, Texas

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of May 1986.

Witness:

By: Walter F. Gorrell, President

Principal

ATTORNEY-IN-FACT
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That, we, Gorrell Contracting Company, Inc.

Route 13, Box 39, Conroe, Texas 77303

(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle, Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

Stephen F. Austin University

(hereinafter called the Obligee) in the amount of Two Hundred Forty Six Thousand Six Hundred Seventy Five and 44/100ths Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 14th day of May 1986, to wit:

Stadium Drainage, Lumberjack Stadium, Stephen F. Austin University, Nacogdoches, Texas

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a sub-contractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of May 1986.

Gorrell Contracting Company, Inc.

By: Walter T. Gorrell, President

SAFECO INSURANCE COMPANY OF AMERICA

By: Shirley A. Campbell, Attorney-in-Fact
POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7223

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

---C. D. McAfee; Frank Fagan; Linda McCarthy; Shirley A. Campbell, Conroe, Texas---

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind SAFECO INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA has executed and attested these presents:

this 24th day of May, 1983.

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business ... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."


"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 14th day of May, 1986.
**COMPANIES AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>LETTER</th>
<th>COMPANY</th>
<th>TYPE OF INSURANCE</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Northbrook Property &amp; Casualty Ins. Co.</td>
<td>GENERAL LIABILITY</td>
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<td>B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
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<tr>
<td>D</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
<td></td>
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</table>

**POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YY)</th>
<th>LIABILITY LIMITS IN THOUSANDS</th>
<th>LIABILITY LIMITS</th>
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<td>PREMISES/OPERATIONS</td>
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<td>1/1/87</td>
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<td></td>
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<td>PRODUCTS/COMPLETED OPERATIONS</td>
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<td>CONTRACTUAL</td>
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<td>INDEPENDENT CONTRACTORS</td>
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<td>BROAD FORM PROPERTY DAMAGE</td>
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<td>PERSONAL INJURY</td>
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<td>ANY AUTO</td>
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</tr>
<tr>
<td>ALL OWNED AUTOS (PRIV. PASS.)</td>
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<tr>
<td>ALL OWNED AUTOS (OTHER THAN)</td>
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</tr>
<tr>
<td>HIRED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>GARAGE LIABILITY</td>
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<tr>
<td>EXCESS LIABILITY</td>
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<td>UMBRELLA FORM</td>
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</tr>
<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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<tr>
<td>STATUTORY</td>
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</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

| All operations | Project: Athletic Field Preparation, Lumberjack Stadium | Stephen F. Austin University | Nacogdoches, Texas |

**CERTIFICATE HOLDER**

Stephen F. Austin University
Nacogdoches, Texas

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Frank Jagan
OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of the 5th day of May in the year 1986 by and between Stephen F. Austin State University (hereinafter called OWNER) and Gorrell Contracting Co., Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Athletic Track Preparation at Lumberjack Stadium" for Stephen F. Austin State University

Article 2. ENGINEER.

The Project has been designed by Lamb & Barger Consulting Engineers who are hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work will be substantially completed within 84 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 89 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER AND CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.
Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

(1) Total amount of Base Bid Items related to "Athletic Track Preparation" projects at Lumberjack Stadium as identified on Exhibit "A" of the Contract in the amount of One Hundred Ninety Two Thousand, Five Hundred Thirty Three and 71/100 Dollars, ($192,533.71).

(2) Total amount of material incorporated into work for Tax Exemption, One Hundred Nine Thousand, Five Hundred Ninety One and No/100 Dollars, ($109,591.00).


Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 4.1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will in an amount equal to 95 percent of the Work completed, and 95 percent of materials and equipment not incorporated in the Work but delivered and suitably stored less in each case the aggregate of payments previously made.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
8.6 Drawings, consisting of a cover sheet and sheets numbered 1 through 10 inclusive with each sheet bearing the following general title:

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Sheet</td>
</tr>
<tr>
<td>2</td>
<td>General Layout</td>
</tr>
<tr>
<td>3</td>
<td>Drainage &amp; Grading,</td>
</tr>
<tr>
<td></td>
<td>South End of Field</td>
</tr>
<tr>
<td>4</td>
<td>Filter System for Slopes</td>
</tr>
<tr>
<td>5</td>
<td>Layout Plan &amp; Details, Long Jump/</td>
</tr>
<tr>
<td></td>
<td>Triple Jump Facility</td>
</tr>
<tr>
<td>6</td>
<td>Drainage &amp; Grading,</td>
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<tr>
<td></td>
<td>North End of Field</td>
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<tr>
<td>7</td>
<td>Layout Plan &amp; Details, Pole</td>
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<tr>
<td></td>
<td>Vault Facility</td>
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<tr>
<td>8</td>
<td>Grading Plan, Football Field &amp;</td>
</tr>
<tr>
<td></td>
<td>Sidelines</td>
</tr>
<tr>
<td>9</td>
<td>Drainage Structures Details</td>
</tr>
<tr>
<td>10</td>
<td>Layout Plan &amp; Details, Athletic Track</td>
</tr>
</tbody>
</table>

8.7 Addenda number 1.

8.8 CONTRACTOR'S Bid (Pages A-15 to A-24, inclusive).

8.9 Documentation submitted by CONTRACTOR with Bid.

8.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

8.11 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
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<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Sheet</td>
</tr>
<tr>
<td>2</td>
<td>General Layout</td>
</tr>
<tr>
<td>3</td>
<td>Drainage &amp; Grading, South End of Field</td>
</tr>
<tr>
<td>4</td>
<td>Filter System for Slopes</td>
</tr>
<tr>
<td>5</td>
<td>Layout Plan &amp; Details, Long Jump/ Triple Jump Facility</td>
</tr>
<tr>
<td>6</td>
<td>Drainage &amp; Grading, North End of Field</td>
</tr>
<tr>
<td>7</td>
<td>Layout Plan &amp; Details, Pole Vault Facility</td>
</tr>
<tr>
<td>8</td>
<td>Grading Plan, Football Field &amp; Sidelines</td>
</tr>
<tr>
<td>9</td>
<td>Drainage Structures Details</td>
</tr>
<tr>
<td>10</td>
<td>Layout Plan &amp; Details, Athletic Track</td>
</tr>
</tbody>
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9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on May 19, 1986.

OWNER

Stephen F. Austin State University

By

(CORPORATE SEAL)

Attest

Address for giving notices

P. O. Box 6108, SPA Station

Nacogdoches, Texas 75962

CONTRACTOR

Correll Contracting Co., Inc.

By

(CORPORATE SEAL)

Attest

Address for giving notices

Rt. 13 Box 39

Conroe, Texas 77303
**EXHIBIT A**

Bid Items related to "Athletic Track Preparation" projects at Lumberjack Stadium.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>105.00</td>
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<td>6</td>
<td>750.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>32</td>
<td>6&quot; Graded Aggregate Field Filter</td>
<td>Ton</td>
<td>103</td>
<td>29.00</td>
<td>2,987.00</td>
</tr>
</tbody>
</table>

EA-1
Exhibit A Cont'd.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>1&quot; PVC Pipe Waterline w/Valves, Valve Box and Meter Box</td>
<td>L.F.</td>
<td>137</td>
<td>3.35</td>
<td>458.95</td>
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<tr>
<td>43</td>
<td>Long Jump Pit</td>
<td>Ea.</td>
<td>2</td>
<td>4,350.00</td>
<td>8,700.00</td>
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<tr>
<td>44</td>
<td>Water Jump Pit</td>
<td>Ea.</td>
<td>1</td>
<td>2,380.00</td>
<td>2,380.00</td>
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<tr>
<td>45</td>
<td>10&quot; Portland Cement Concrete Pole Vault Pad</td>
<td>Ea.</td>
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<td>3,800.00</td>
<td>7,600.00</td>
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<td>46</td>
<td>Take-Off Board</td>
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<td>6</td>
<td>525.00</td>
<td>3,150.00</td>
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<tr>
<td>47</td>
<td>Water Jump Hurdle</td>
<td>Ea.</td>
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<td>550.00</td>
<td>550.00</td>
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<td>48</td>
<td>Pole Vault Box</td>
<td>Ea.</td>
<td>2</td>
<td>375.00</td>
<td>750.00</td>
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<tr>
<td>49</td>
<td>Track Protection During Construction</td>
<td>L.S.</td>
<td>1</td>
<td>1,095.91</td>
<td>1,095.91</td>
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<tr>
<td>50</td>
<td>Allowance for Contingency Items</td>
<td>L.S.</td>
<td>1</td>
<td>4,383.65</td>
<td>4,383.65</td>
</tr>
</tbody>
</table>

Total Amount Bid Items Related to "Athletic Track Preparation" projects at Lumberjack Stadium $192,533.71
Know all men by these presents, that we, Gorrell Contracting Company, Inc.

Route 13, Box 39, Conroe, Texas 77303

(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle, Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

Stephen F. Austin University

(hereinafter called the Obligee) in the amount of One Hundred Ninety Two Thousand Five Hundred Thirty Three and 71/100ths ($192,533.71) Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has entered into a certain written contract with the Obligee, dated the 14th day of May 1986, to wit:

Athletic Field Preparation, Lumberjack Stadium, Stephen F. Austin University,

Nacogdoches, Texas

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

In witness whereof, the said Principal and Surety have signed and sealed this instrument this 14th day of May 1986.

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

Gail Gresham

By: Walter F. Gorrell, President

(Seal)

SAFECO INSURANCE COMPANIES OF AMERICA

By: Shirley A. Campbell, Attorney-in-Fact

(Seal)
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That, we, Gorrell Contracting Company, Inc.

Route 13, Box 39, Conroe, Texas 77303

(hereinafter called the Principal), as Principal, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle, Washington (hereinafter called the Surety), as Surety, are held and firmly bound unto

Stephen F. Austin University

(hereinafter called the Obligee) in the amount of One Hundred Ninety Two Thousand Five Hundred Thirty Three and 71/100ths ($192,533.71) Dollars, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 14th day of May 1986, to wit:

Athletic Field Preparation, Lumberjack Stadium, Stephen F. Austin University, Nacogdoches, Texas

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a sub-contractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 14th day of May 1986.

Gorrell Contracting Company, Inc.

By: Walter F. Gorrell, President Principal

SAFECO INSURANCE COMPANY OF AMERICA (Seal)

By: Shirley A. Campbell (Attorney-in-Fact)
KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

---C. D. McAFC; FRANK FAGAN; LINDA McCARTHY; SHIRLEY A. CAMPBELL, Conroe, Texas---

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind SAFECO INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 24th day of May 1983.

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business ... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."


"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 14th day of May 1986.
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>COMPANY LETTER</th>
<th>COMPANY NAME</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Northbrook Property &amp; Casualty Ins. Co.</td>
</tr>
<tr>
<td>B</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td></td>
</tr>
<tr>
<td>D</td>
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<td>E</td>
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*Insured*

<table>
<thead>
<tr>
<th>Company/Individual</th>
<th>Address</th>
</tr>
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<tbody>
<tr>
<td>J. Gorrell, Individually</td>
<td>Nacogdoches, Texas 77303</td>
</tr>
<tr>
<td>Gorrell Contracting Co., Inc.</td>
<td>Nacogdoches, Texas 77303</td>
</tr>
</tbody>
</table>

**COVERAGES**

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

**TYPE OF INSURANCE**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effective Date (MM/DD/YYYY)</th>
<th>Policy Expiration Date (MM/DD/YYYY)</th>
<th>Liability Limits in Thousands</th>
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<tbody>
<tr>
<td>General Liability</td>
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<tr>
<td>Comprehensive Form</td>
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<tr>
<td>Premises/Operations</td>
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<td>Underground Expl. &amp; Collapse Hazard</td>
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<tr>
<td>Products/Completed Operations</td>
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</tr>
<tr>
<td>Contractual</td>
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<td></td>
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<tr>
<td>Independent Contractors</td>
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<tr>
<td>Broc Form Property Damage</td>
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<td>Personal Injury</td>
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<tr>
<td>Automobile Liability</td>
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<tr>
<td>Any Auto</td>
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<tr>
<td>ALL DAVIED AUTOS (PRIV. PASS.)</td>
<td>CA 0064538</td>
<td>1/1/86</td>
<td>1/1/87</td>
<td>LOA INURY PER PERSON</td>
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<td>ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)</td>
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</tr>
<tr>
<td>Hired Autos</td>
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<td></td>
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</tr>
<tr>
<td>Non Owned Autos</td>
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<tr>
<td>Garage Liability</td>
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<tr>
<td>Excess Liability</td>
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<tr>
<td>Umbrella Form</td>
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<tr>
<td>Other Than Umbrella Form</td>
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<tr>
<td>Workers' Compensation and Employers' Liability</td>
<td>WC 0064536</td>
<td>1/1/86</td>
<td>1/1/87</td>
<td>$100 (Each Accident)</td>
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<tr>
<td>Other</td>
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<td></td>
</tr>
</tbody>
</table>

**SCRIBAL OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

All Operations

**CERTIFICATE HOLDER**

Stephen F. Austin University
Nacogdoches, Texas

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named above on the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative: [Signature]
OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is dated as of the 5th day of May in the year 1986 by and between Stephen F. Austin State University (hereinafter called OWNER) and Balsam America Sports Facilities, Inc. (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

"Installation of Athletic Track Surface at Lumberjack Stadium" for Stephen F. Austin State University

Article 2. ENGINEER.

The Project has been designed by Lamb & Barger Consulting Engineers who are hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work will be substantially completed within 25 days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 30 days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER AND CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete.
Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

(1) Total amount of Base Bid (sum of Total Amount for Items 1 through 5), One Hundred Forty Six Thousand, Eight Hundred Eighty Eight and 40/100 Dollars, ($146,888.40).

(2) Total amount for material incorporated into the work for Tax Exemption, One Hundred Two Thousand, Eight Hundred Twenty One and 88/100 Dollars, ($102,821.88).

(3) Bid Form "B" submitted by Balsam America Sports Facilities, Inc. dated April 24, 1986, attached for unit prices of Items 1 through 5.

Article 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 4.1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will in an amount equal to 95 percent of the Work completed, and 95 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

8.1 This Agreement (pages 1 to 5, inclusive).

8.2 Performance and Payment Bonds.

8.3 Notice of Award.

8.4 "Project Manual for Athletic Track and Drainage Improvements at Lumberjack Stadium" and consisting of all divisions and pages, as listed in table of contents thereof.
8.5 Drawings, consisting of a cover sheet and sheets numbered 1 through 10 inclusive with each sheet bearing the following general title:

<table>
<thead>
<tr>
<th>Sheet No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Sheet</td>
</tr>
<tr>
<td>2</td>
<td>General Layout</td>
</tr>
<tr>
<td>3</td>
<td>Drainage &amp; Grading,</td>
</tr>
<tr>
<td></td>
<td>South End of Field</td>
</tr>
<tr>
<td>4</td>
<td>Filter System for Slopes</td>
</tr>
<tr>
<td>5</td>
<td>Layout Plan &amp; Details, Long Jump/</td>
</tr>
<tr>
<td></td>
<td>Triple Jump Facility</td>
</tr>
<tr>
<td>6</td>
<td>Drainage &amp; Grading,</td>
</tr>
<tr>
<td></td>
<td>North End of Field</td>
</tr>
<tr>
<td>7</td>
<td>Layout Plan &amp; Details, Pole</td>
</tr>
<tr>
<td></td>
<td>Vault Facility</td>
</tr>
<tr>
<td>8</td>
<td>Grading Plan, Football Field &amp;</td>
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<tr>
<td></td>
<td>Sidelines</td>
</tr>
<tr>
<td>9</td>
<td>Drainage Structures Details</td>
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<tr>
<td>10</td>
<td>Layout Plan &amp; Details, Athletic Track</td>
</tr>
</tbody>
</table>

8.6 Addenda number 1.

8.7 CONTRACTOR'S Bid (Pages A-25 to A-29, inclusive).

8.8 Documentation submitted by CONTRACTOR with Bid.

8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

8.10 There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representative to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER AND CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on August 10, 1986.

OWNER Stephen F. Austin State UNIVERSITY

CONTRACTOR

By (CORPORATE SEAL) (CORPORATE SEAL)

Attest

Address for giving notices

P.O. Box 6108, SFA Station

Nacogdoches, Texas 75962