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MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD IN NACOGDOCHES, TEXAS
October 28, 1986

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Authorization to Renovate and Expand Existing Paint Room and Carpenter Shop in Physical Plant Department.

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Authorization to Accept Bids for Roof Repair on Music Building.

Authorization to Accept Bids for Replacement of Boiler in Boynton Building.

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Approval of Budget for Rusk Building Renovation Project.

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The meeting was called to order by Mr. Larry Jackson, Chairman of the Board of Regents, at 1:00 p.m., October 28, 1986.

REGENTS

PRESENT:  
Mr. Richard Hile of Jasper  
Mr. Larry Jackson of Plano  
Mr. Homer Bryce of Henderson  
Mr. Fletcher Garner, Jr., of Bridge City  
Ms. Willia B. Murphy Wooten of Crockett  
Mr. Lavoy Moore of Conroe  
Mr. M. M. Stripling of Nacogdoches  
Mr. Dan Haynes of Burnet

STAFF:

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

VISITORS:

PRESENT:  
Jean Ann Routs, Editor of the Pine Log
86-133
Upon motion of Regent Garner, seconded by Regent Haynes, with all members voting aye, it was ordered that the Board minutes of July 28, 1986, be approved with the following amendment to item 86-126 to include the addition of the underlined words:

Upon motion of Regent Hile, seconded by Regent Garner, with all members voting aye, it was ordered that Blum Consulting Engineers of Dallas be employed to prepare plans to replace the cold and hot fiberglass water lines which have developed leaks at Power Plant I and that the Administration be authorized to take bids on the project and the President be authorized to sign the contract with the approval of the Chairman and Executive Committee.

Source of Funds: Higher Education Assistance Funds

86-134
Upon motion of Regent Hile, seconded by Regent Wooten, with all members voting aye, it was ordered that the following faculty and staff appointments for Summer, 1986, be approved:

1. Department of Accounting

Ms. Sharron M. Graves, Instructor of Accounting, at a salary of $2,166 for 50% time from July 10 through August 20, 1986. Ms. Graves taught a special class in Palestine.

2. Department of Biology

Dr. Hendrick Weyland, Associate Professor of Biology, at a salary of $2,478 for 50% time for Summer II.

3. Department of Elementary Education

Ms. Brenda Hoy, 26, M.Ed. (SFASU), Part-time Instructor of Elementary Education at a salary of $1,500 for 50% time for Summer II.

Dr. Jerry Irons, Professor of Elementary Education, at a salary of $3,070 for 50% time from May 31 through June 15, 1986. Dr. Irons taught one course for the Science/Math Institute.


4. Department of English and Philosophy

Mr. Cydney Adams, Part-time Instructor of English, at a salary of $1,100 for 50% time for Summer II.
Ms. Mary Rose Devine, Part-time Instructor of English, at a salary of $2,200 for 100% time for Summer II.

Mr. Wilbert Love, Part-time Instructor of English, at a salary of $1,572 for 50% time for Summer II.

5. Department of Health and Physical Education

Dr. June Irwin, Professor Emerita of Health and Physical Education, at a salary of $7,226 for 100% time for June 2 through July 9, 1986. Dr. Irwin served as Director of the Cheerleader Clinic.

6. Department of Management and Marketing

Dr. Joe Ballenger, Assistant Professor of Management and Marketing, at a salary of $2,417 for 50% time for Summer II.

7. Department of Mathematics and Statistics

Mr. Stuart Jim Gouvernante, Part-time Instructor in Mathematics, at a salary of $1,000 for 50% time for Summer II.

Mr. Houssein Mohammed Hosseinpour, Part-time Instructor of Mathematics, at a salary of $1,000 for 50% time for Summer II.

8. Applied Studies

The following faculty have been employed for Summer II at the locations and for the salaries indicated below:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
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<tbody>
<tr>
<td>Dr. Ralph Eddins</td>
<td>Kingwood</td>
<td>$1,040</td>
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<td>Dr. Pedro Escamilla</td>
<td>Tyler</td>
<td>$1,697</td>
</tr>
<tr>
<td>Dr. Jerry Irons</td>
<td>Kingwood/Longview/Fairfield</td>
<td>2,040</td>
</tr>
<tr>
<td>Dr. Milton Payne</td>
<td>Fairfield</td>
<td>988</td>
</tr>
<tr>
<td>Dr. Hugh D. Prewitt</td>
<td>Kingwood</td>
<td>1,040</td>
</tr>
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<td>Mr. Jesse Richardson</td>
<td>Coffield</td>
<td>1,716</td>
</tr>
<tr>
<td>Dr. Jose Rodriguez</td>
<td>Longview</td>
<td>936</td>
</tr>
<tr>
<td>Dr. Donnya Stephens</td>
<td>Fairfield</td>
<td>988</td>
</tr>
<tr>
<td>Dr. John Thornton</td>
<td>Longview</td>
<td>936</td>
</tr>
</tbody>
</table>

86-135
Upon motion of Regent Moore, seconded by Regent Wooten, with all members voting aye, it was ordered that the following changes in status for Summer, 1986, be approved:
1. Department of Biology

Dr. Byron VanDover, Associate Professor of Biology, from 100% time at $4,902 for Summer II to no appointment for Summer II.

2. Department of Computer Science

Dr. Denis Hyams, Associate Professor of Computer Science, from 100% time at a salary of $12,076 for both summer sessions to 100% time at a salary of $6,038 for Summer I.

Dr. Camile C. Price, Associate Professor of Computer Science, from 100% time at a salary of $6,026 for Summer II, 1986 to no summer appointment.

3. Department of Management and Marketing

Dr. Jarrett Hudnall, Visiting Professor of Management and Marketing, from 50% time at a salary of $2,250 to 100% time at a salary of $4,500 for Summer II.

Ms. Marlene Kahia, Assistant Professor of Management and Marketing, from 100% time at a salary of $4,747 to no appointment for Summer II.

Dr. Joseph Ormsby, Assistant Professor of Management and Marketing, from 50% time at a salary of $2,520 to 100% time at a salary of $5,040 for Summer II.

Dr. William E. Wright, Associate Professor of Management and Marketing from 100% time at a salary of $5,319 to no appointment for Summer II.

Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the following faculty and staff appointments be approved:

1. 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 fall semester, 1986.

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

Dr. Florence Elliott-Howard, Part-time Instructor of Administrative Services, at a salary of $3,000 for 50% time for the fall semester, 1986.
Ms. Sarah Nelle Richardson, Lecturer of Administrative Services and Economics and Finance, at a salary of $14,000 for 100% time for nine months, beginning September 1, 1986.

Ms. Linda Howes Whiting, Part-time Instructor of Administrative Services, at a salary of $1,500 for 25% time for the fall semester, 1986.

2. Department of Agriculture

Dr. Fred G. Hooper, 44, Ph.D. (Texas A & M University), Part-time Instructor of Agriculture, at a salary of $4,000 for 25% time for nine months, and Part-time Instructor of Chemistry, at a salary of $2,000 for 25% time for the fall semester, 1986, beginning September 1, 1986.

Dr. Billy Ray Long, 39, Ph.D. (University of Missouri), Assistant Professor of Agriculture, at a salary of $23,340 for 100% time for nine months, beginning September 1, 1986.

Dr. James Edward Ward, 45, D.V.M. (Texas A & M University), Part-time Instructor of Agriculture, at a salary of $4,000 for 25% time for nine months, beginning September 1, 1986.

Dr. Mike W. Ward, 41, D.V.M. (Texas A & M University), Part-time Instructor of Agriculture, at a salary of $4,000 for 25% time for nine months, beginning September 1, 1986.

3. Department of Art

Ms. Anita Diane Cooke, 31, M.F.A. (Tulane University), Visiting Assistant Professor of Art, at a salary of $9,000 for 100% time for the fall semester, 1986.

4. Department of Communication

Mr. Robert Thomas Armistead, Assistant Professor of Communication, at a salary of $21,000 for 100% time for nine months, beginning September 1, 1986.

Mr. Randall Jerry Birdwell, Lecturer of Communication, at a salary of $6,000 for 100% time for the fall semester, 1986.

Mr. Benjamin Click, Part-time Instructor of Communication, at a salary of $4,500 for 75% time for the fall semester, 1986.

Mr. Tony Russell DeMars, 27, M.A. (SFASU), Part-time Instructor of Communication, at a salary of $4,182 for 75% time for the fall semester, 1986.
Ms. Sara Bess Dudley, Part-time Instructor of Communication, at a salary of $5,250 for 75% time for the fall semester, 1986.

Mr. Steve Richard Jennings, Part-time Instructor of Communication, at a salary of $1,500 for 25% time for the fall semester, 1986.

Mr. Barry Glenn Oliver, Part-time Instructor of Communication, at a salary of $6,000 for 100% time for the fall semester, 1986.

Ms. Helen D. Varner, Lecturer of Communication at a salary of $7,500 for 100% time for the fall semester, 1986.

Mr. Mark Zindler, Part-time Instructor of Communication, at a salary of $1,750 for 25% time for the fall semester, 1986.

5. Department of Computer Science

Dr. John W. Anderson, Part-time Assistant Professor of Computer Science, at a salary of $21,036 for 75% time for nine months, beginning September 1, 1986.

Mr. Yawshing Huang, Lecturer of Computer Science, at a salary of $19,669 for 100% time for nine months, beginning September 1, 1986.

7. Criminal Justice Program

Mr. John Daniel Norton, Part-time Instructor of Criminal Justice, at a salary of $1,750 for 25% time for the fall semester, 1986.

8. Department of Economics and Finance

Mr. Danny Gallant, Part-time Instructor of Economics and Finance, at a salary of $1,500 for 25% time for the fall semester, 1986.

Mr. Mike Graham, Part-time Instructor of Economics and Finance, at a salary of $3,500 for 25% time for nine months, beginning September 1, 1986.

Mr. Kirk S. Phillips, 23, B.B.A. (SFASU), Lecturer in Economics and Finance, at a salary of $4,726 for 100% time for the fall semester, 1986.

9. Department of English and Philosophy

Mr. Cydney Adams, Part-time Instructor of English, at a salary of $3,250 for 50% time for the fall semester, 1986.
Ms. Annette Dawson, Part-time Instructor of English, at a salary of $3,720 for 50% time for the fall semester, 1986.

Ms. Vickey Lynn DeMars, 27, M. A. (SFASU), Part-time Instructor of English, at a salary of $3,250 for 50% time for the fall semester, 1986.

Ms. Mary Rose Devine, Part-time Instructor of English, at a salary of $4,875 for 75% time for the fall semester, 1986.

Dr. Constance Hill Hall, Part-time Instructor of English, at a salary of $3,720 for 50% time for the fall semester, 1986.

Ms. JoAnne C. Howard, Part-time Instructor of English, at a salary of $3,256 for 50% time for the fall semester, 1986.

Mr. Wilbert Love, Lecturer of English, at a salary of $22,660 for 100% time for ten and one half months, beginning September 1, 1986.

10. Department of Health and Physical Education

Mr. George Dohner, 24, M.Ed. (SFASU), Part-time Instructor of Health and Physical Education, at a salary of $5,000 for 83% time for the fall semester, 1986.

Dr. Jane Robertson, Part-time Instructor of Health and Physical Education, at a salary of $4,000 for 60% time for the fall semester, 1986.

11. Department of History

Ms. Hazel Abernathy, Part-time Instructor of History, at a salary of $5,400 for 75% time for the fall semester, 1986.

12. Department of Management and Marketing

Mr. Robert S. Anderson, Part-time Instructor of Management and Marketing, at a salary of $6,302 for 50% time for nine months, beginning September 1, 1986.

Mr. William Russell Brown, 24, M.B.A. (SFASU), Lecturer of Management and Marketing, at a salary of $18,000 for 100% time for nine months, beginning September 1, 1986.

Mr. Troy A. Hargis, Part-time Instructor of Management and Marketing, at a salary of $11,756 for 50% time for nine months, beginning September 1, 1986.

Dr. William Albert Holliday, 50, Ph.D. (University of Texas) Visiting Associate Professor of Management and Marketing, at a salary of $32,000 for nine months, beginning September 1, 1986.
Ms. Marlene Kahla, Assistant Professor of Management and Marketing, at a salary of $29,838 for 100% time for nine months, beginning September 1, 1986. The appointment for the spring semester, 1987 and the salary are contingent upon completion of the Ph.D. degree by January 1, 1987.

Dr. William Sturtevant Sargent, 44, Ph.D. (Ohio State University), Visiting Assistant Professor of Management and Marketing, at a salary of $32,000 for 100% time for nine months, beginning September 1, 1986.

13. Department of Mathematics and Statistics

Mr. Arthur Baker Denman, Part-time Instructor of Mathematics, at a salary of $5,500 for 75% time for the fall semester, 1986.

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

Dr. Stuart Jim Gouvernante, Lecturer of Mathematics, at a salary of $7,500 for 100% time for the fall semester, 1986.

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

Dr. Rodney Lee Roberson, Part-time Instructor of Mathematics, at a salary of $3,700 for 50% time for the fall semester, 1986.

14. Department of Music

Ms. Suzanne Key, 24, M.M (Indiana University), Part-time Instructor of Music, at a salary of $6,000 for 50% time for nine months, beginning September 1, 1986.

Mr. Melvin B. Montgomery, Part-time Associate Professor of Music, at a salary of $16,791 for 50% time for nine months, beginning September 1, 1986.

Ms. Linda Parr, 36, M.M. (Kent State University), Part-time Instructor of Music, at a salary of $1,000 for 33% time for the fall semester, 1986.

Mr. Dan Spalding, Part-time Assistant Professor of Music, at a salary of $1,500 for 25% time for the fall semester, 1986.

Ms. Gabriela Imreh Spalding, 25, M.M. (Gheorghe Dima Conservatory of Music, Romania), Part-time Instructor of Music at a salary of $1,500 for 25% time for the fall semester, 1986.
15. Division of Nursing

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

16. Department of Physics

Dr. John P. Decker, Part-time Professor of Physics, at a salary of $20,283 for 50% time for nine months, beginning September 1, 1986.

17. Department of Political Science and Geography

Dr. Harry V. Hoechten, Part-time Instructor of Political Science, at a salary of $6,000 for 75% time for the fall semester, 1986.

18. Department of Psychology

Dr. Helene Adele Bakewell, 42, Ph.D. (University of Utah), Assistant Professor of Psychology, at a salary of $24,000 for 100% time for nine months, beginning September 1, 1986.

Ms. Jessica Ann Hart, 37, M.A. (SFASU), Part-time Instructor of Psychology, at a salary of $2,100 for 25% time for the fall semester, 1986.

Dr. True S. Mann, 52, Ph.D. (East Texas State University), Visiting Assistant Professor of Psychology, at a salary of $21,630 for 100% time for nine months, beginning September 1, 1986.

19. Social Work Program

Dr. Geral Wayne Boynton, 48, Ed.D. (University of Georgia), Part-time Instructor of Social Work, at a salary of $1,800 for 25% time for the fall semester, 1986.

Ms. Kathleen Brantley, Part-time Instructor of Social Work, at a salary of $1,800 for 25% time for the fall semester, 1986.

Ms. Sherry Hawthorne, 35, M.S.W. (University of Southern Mississippi), Part-time Instructor of Social Work, at a salary of $1,500 for 25% time for the fall semester, 1986.

Mr. Ray Thomas Johnston, 34, M.S.W. (University of Texas - Arlington), Part-time Instructor of Social Work, at a salary of $2,000 for 25% time for the fall semester, 1986.

Mr. Roger Bruck McNellie, Part-time Instructor of Social Work, at a salary of $1,500 for 25% time for the fall semester, 1986.
20. Applies Studies

The following faculty have been employed for the fall semester, 1986, at the locations and for the salaries indicated:

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Location</th>
<th>Salary</th>
</tr>
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<tbody>
<tr>
<td>Dr. B. Duke Brannen</td>
<td>Fairfield</td>
<td>$1,488</td>
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<td>Dr. Royce E. Buton</td>
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<td>Dr. Ralph Eddins</td>
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<td>Dr. Dale E. Fish</td>
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<td>Dr. William Heeney</td>
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<td>Dr. Harold Hill</td>
<td>Longview</td>
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<tr>
<td>Dr. Jerry Irons</td>
<td>Coordinator for Humble, Longiew,</td>
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<td>Dr. Mary Ella Lowe</td>
<td>Humble</td>
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<td>Dr. E. D. McCune</td>
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<td>Dr. Samir Maamary</td>
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<td>Dr. Kay Raborn</td>
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<td>Mr. Douglas L. Raymond</td>
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<tr>
<td>Mr. Jesse Richardson</td>
<td>Coffield</td>
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<td>Dr. Elvia Rodriguez</td>
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<tr>
<td>Dr. Jose Rodriguez</td>
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<td>Dr. Stephen N. Smith</td>
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<tr>
<td>Dr. Donnya Stephens</td>
<td>Humble</td>
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<td>Dr. John T. Thornton</td>
<td>Humble</td>
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<tr>
<td>Dr. Elizabeth Vaughan</td>
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</tr>
<tr>
<td>Dr. William Weber</td>
<td>Coffield</td>
<td>1,091</td>
</tr>
</tbody>
</table>

21. University Affairs

Ms. Linda Abbott, Senior Secretary, at a salary of $10,683 for twelve months, effective July 2, 1986.

Dr. Janice Ledet, University Physician, at a salary of $47,545 for ten and one half months, effective August 26, 1986.

Dr. Dan Wallace, Dean of Student Development, at a salary of $43,500 for twelve months, effective October 2, 1986.

86-137

Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the following changes in status be approved.
1. Department of Music

Mr. William Krause, Part-time instructor of Music, from 25% time at a salary of $1,500 to 50% time at a salary of $3,000 for the fall semester, 1986.

Mr. Barry Larkin, Part-time Instructor of Music, from 50% time at a salary of $6,000 to 60% time at a salary of $7,000 for nine months, beginning September 1, 1986.

Mr. Stephen Pelky, Part-time Instructor of Music, from 50% time at a salary of $5,000 to 60% time at a salary of $6,000 for the fall semester, 1986.

Dr. Ronald Anderson, Professor of Music, at a salary of $34,555 to Professor of Music and Interim Chairman of Department, at a salary of $35,305 for 100% time for nine months, beginning September 1, 1986.

2. School of Fine Arts

Ms. Peggy Solomon, Director of Arts Activities, from a salary of $18,620 to a salary of $19,227 for 100% time for twelve months, beginning September 1, 1986. This is to correct an error in the printed budget.

86-138

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

1. Department of Agriculture

Dr. Roy Michael Watkins, Associate Professor of Agriculture, effective August 9, 1986.

2. Department of Music

Dr. Robert Miller, Professor of Music and Department Chairman, effective July 31, 1986.

3. University Library

Ms. Elizabeth Logan, Library Associate I, effective July 31, 1986.

Mr. Asa Peavy, Librarian I, effective July 9, 1986.
4. University Affairs

Mr. Don Bagley, Receiving Supervisor, effective July 17, 1986.

Dr. Arthur Watson, Jr., University Physician, effective August 31, 1986.

86-139
Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the following requests for leave of absence without pay be granted:

1. Department of Counseling and Special Educational Programs

Mr. William H. Bryan, Associate Professor of Counseling and Special Educational Programs, effective for the academic year 1986-87. Mr. Bryan has an opportunity for professional development in that he will be teaching handicapped children.

2. Department of Psychology

Dr. James R. Speer, Assistant Professor of Psychology, effective for the academic year 1986-87. Dr. Speer has been awarded a Fulbright Teaching Grant to Russia.

86-140
Upon motion of Regent Haynes, seconded by Regent Moore, with all members voting aye, it was ordered that the following promotions be approved:

1. Department of Biology

Dr. J. Herndon Burr, Retired Professor of Biology, to Professor Emeritus of Biology, effective September 1, 1986.

2. University Library

Ms. Sarabeth Mayfield, from Library Assistant II at a salary of $11,314 to Library Associate I at a salary of $12,236 for 100% time for twelve months. Ms Mayfield was promoted to the position vacated by Ms. Elizabeth Logan.
Upon motion of Regent Wooten, seconded by Regent Moore, with all members voting aye, it was ordered that the following retirement be approved:

1. Department of Management and Marketing

Dr. William E. Wright, Associate Professor of Management and Marketing, effective August 31, 1987.

Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the faculty work-load report for the fall semester, 1986, be approved, as submitted at the meeting.

Upon motion of Regent Haynes, seconded by Regent Garner, with all members voting aye, it was ordered that the twelfth class day report for the fall semester, 1986, be approved, as submitted at the meeting.

Upon motion of Regent Garner, seconded by Regent Bryce, with all members voting aye, it was ordered that the following underenrolled classes be approved for the fall semester, 1986, for the reasons given below:

1. Biology 420 - Virology (3)
   Enrollment: 9 students
   This class is needed by senior majors, several of whom are in Pre-Professional programs. It will not be offered again until next fall.

2. Nursing 422 - Senior Seminar (1)
   Enrollment: 8 students
   This class is needed by senior nursing majors. It is required for degree and for accreditation.

3. Physics 132L - Electricity, Sound and Light Laboratory (1)
   Enrollment: 9 students
   This lecture session has adequate enrollment but since two students who passed the lab are retaking the lecture, the lab is short. It is needed by two majors/Pre-Professionals to keep progress on degree programs.
Upon motion of Regent Wooten, seconded by Regent Garner, with all members voting aye, it was ordered that the curriculum changes listed on the following pages be approved: (See pages ).

Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the following budget adjustment for FY 86 and FY 87 be approved:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account Name</th>
<th>Explanation</th>
<th>Amount</th>
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<tr>
<td>1406</td>
<td>Office of Affirmative Action</td>
<td>Support for caregivers of handicapped students</td>
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<tr>
<td>5050</td>
<td>Intercollegiate Ath. (track)</td>
<td>Purchase of equipment necessary to conduct NCAA track meets</td>
<td>$28,000</td>
</tr>
</tbody>
</table>

Source of Funds: Education and General Surplus

Source of funds: Auxiliary Enterprise Surplus

Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the final budget positions of all accounts for FY 86, as shown in the August 31, 1986, monthly report, be approved.

Upon motion of Regent Bryce, seconded by Regent Wooten, with all members voting aye, it was ordered that the individual instruction fee charged for music instruction be increased from $10.00 per hour to $20.00 per hour.

Upon motion of Regent Haynes, seconded by Regent Bryce, with all members voting aye, it was ordered that $30,000 be transferred from Lapsed Property Deposits, Account Number 7390, into the Student Property Deposit Loan Fund number 8555.
# UNDERGRADUATE CURRICULUM COMMITTEE

## A. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 343</td>
<td>Dairy Cattle Production (3)</td>
</tr>
<tr>
<td>Agriculture 347</td>
<td>World Crops (3)</td>
</tr>
<tr>
<td>Agriculture 410</td>
<td>Ag Machinery Operation and Performance (3)</td>
</tr>
<tr>
<td>Agriculture 425</td>
<td>Mobile Hydraulics in Agriculture (3)</td>
</tr>
<tr>
<td>Agriculture 428</td>
<td>Animal Reproduction Physiology (3)</td>
</tr>
<tr>
<td>Agriculture 444</td>
<td>Feedstuffs, Feeding and Formulation (3)</td>
</tr>
<tr>
<td>Home Economics 119</td>
<td>Introduction to Fashion Merchandising (3)</td>
</tr>
<tr>
<td>Home Economics 316</td>
<td>Interior Lighting Design (3)</td>
</tr>
<tr>
<td>Home Economics 416</td>
<td>Interior Design Components (3)</td>
</tr>
<tr>
<td>Theatre 405</td>
<td>Acting for the Camera (3)</td>
</tr>
</tbody>
</table>

## B. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 313</td>
<td>Farm Tractor Power Units (4)</td>
<td>424</td>
<td>Agricultural Power Units (4)</td>
</tr>
<tr>
<td>Agriculture 330</td>
<td>Ag Machinery Operation &amp; Performance (4)</td>
<td>310</td>
<td>Internal Combustion Engines (3)</td>
</tr>
<tr>
<td>Agriculture 333</td>
<td>Animal Nutrition (3)</td>
<td>333</td>
<td>Animal Nutrition (3)</td>
</tr>
<tr>
<td>Art 375</td>
<td>Lettering (3)</td>
<td>375</td>
<td>Topography and Lettering (3)</td>
</tr>
<tr>
<td>Art 475</td>
<td>Architectural Rendering (3)</td>
<td>475</td>
<td>Illustration (3)</td>
</tr>
<tr>
<td>Elementary Educ. 383</td>
<td>Field Experience (1) lec., (2) Lab</td>
<td>383</td>
<td>Field Experience--Change course description and credit hours (3)</td>
</tr>
<tr>
<td>Geography 130</td>
<td>Man's Physical Environment (3)</td>
<td>130</td>
<td>Physical Geography (3)</td>
</tr>
<tr>
<td>Geography 450</td>
<td>Area Studies (3)</td>
<td>450</td>
<td>Area Studies--Change description (3)</td>
</tr>
<tr>
<td>Home Economics 138</td>
<td>Laboratory in Foods and Nutrition</td>
<td>138</td>
<td>Diet and Fitness--Change description, title, lab to lecture (3)</td>
</tr>
<tr>
<td>Military Science 205</td>
<td>Introduction to Defense Organization, Leadership, and Tactics (2)</td>
<td>205</td>
<td>Leadership, Defense Organization, and Advanced Tactics (2)</td>
</tr>
<tr>
<td>Sociology 357</td>
<td>Human Population Dynamics (3)</td>
<td>357</td>
<td>Population and Society (3)</td>
</tr>
</tbody>
</table>

## C. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture 200</td>
<td>Home Maintenance Mechanics (3)</td>
</tr>
<tr>
<td>Elementary Educ. 384</td>
<td>Field Experience II (1)</td>
</tr>
<tr>
<td>Geography 360</td>
<td>Latin America (3)</td>
</tr>
<tr>
<td>Geography 405</td>
<td>Regional Planning (3)</td>
</tr>
<tr>
<td>Sociology 401</td>
<td>Internship in Social Planning (3)</td>
</tr>
<tr>
<td>Sociology 466</td>
<td>Principles of Planning (3)</td>
</tr>
</tbody>
</table>
### D. Additions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Science 524</td>
<td>Database Management Systems—Architecture &amp; Management (3)</td>
</tr>
<tr>
<td>Computer Science 555</td>
<td>Artificial Intelligence (3)</td>
</tr>
<tr>
<td>Elementary Ed 585</td>
<td>Instructional Resources for Early Childhood Education (3)</td>
</tr>
</tbody>
</table>

### E. Revisions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Current Title and Credit</th>
<th>New No.</th>
<th>New Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Science 513</td>
<td>Elements of Programming Style</td>
<td>513</td>
<td>Software Development Principles (3)</td>
</tr>
<tr>
<td>Computer Science 525</td>
<td>Contemporary Systems Design</td>
<td>525</td>
<td>Software Development Applications (3)</td>
</tr>
<tr>
<td>Economics 515</td>
<td>Managerial Economics</td>
<td>515</td>
<td>Economic Theory (3)</td>
</tr>
<tr>
<td>Finance 504</td>
<td>Seminar</td>
<td>504</td>
<td>Financial Management (3)</td>
</tr>
<tr>
<td>Finance 514</td>
<td>Financial Management</td>
<td>514</td>
<td>Advanced Financial Management (3)</td>
</tr>
<tr>
<td>Finance 552</td>
<td>Seminar: Current Developments in Commercial Banking</td>
<td>552</td>
<td>Financial Institutions Management (3)</td>
</tr>
<tr>
<td>Finance 554</td>
<td>Seminar in Investment Management</td>
<td>554</td>
<td>Investment Analysis and Portfolio Management (3)</td>
</tr>
<tr>
<td>Spanish 506</td>
<td>Semantics of Spanish</td>
<td>506</td>
<td>Oral fluency in Spanish—Change in title and course description (3)</td>
</tr>
</tbody>
</table>

### F. Deletions:

<table>
<thead>
<tr>
<th>Department and Number</th>
<th>Title and Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Science 502</td>
<td>Fundamentals of Computer Science (3)</td>
</tr>
<tr>
<td>Computer Science 532</td>
<td>Advanced Numerical Processes (3)</td>
</tr>
<tr>
<td>Elementary Ed 535</td>
<td>Creative Arts for Young Children (3)</td>
</tr>
</tbody>
</table>
86-150
Upon motion of Regent Moore, seconded by Regent Haynes, with Regent Stripling abstaining, it was ordered that a contract with Commercial National Bank be approved for providing Mastercard/Visa charge card service for use at the University Bookstore, and that the Chairman of the Board be authorized to sign the contract. (See page 24 for copy of contract).

86-151
Upon motion of Regent Bryce, seconded by Regent Moore, with all members voting aye, it was ordered that the Administration be authorized to accept bids on a new front-end processor for the Computer Center, and that the President be authorized to sign the purchase order, with the approval of the Chairman of the Board of Regents.

Source of Funds: Higher Education Assistance Funds.

86-152
Upon motion of Regent Hile, seconded by Regent Wooten, with all members voting aye, it was ordered that $30,000 be transferred from Pledged Auxiliary Surplus to an account to be established in the Education and General Budget for the purpose of supplementing travel accounts. Requests for expenditures to be approved by the President.

86-153
Upon motion of Regent Hile, seconded by Regent Garper, with all members voting aye, it was ordered that the firm of Marsellos and Scott be authorized to prepare plans and specifications for the addition to the Steen Library, and that the Chairman of the Board be authorized to sign the architectural services agreement.

Source of Funds: Higher Education Assistance Funds

86-154
Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract with Drew Woods, Inc. for $267,000, for the repair to heating and cooling water piping at Power Plant No. 1 be ratified. (See copy of contract on page 26). Bonds on file in Office of the Vice President for Administrative and Fiscal Affairs.

Source of Funds: Higher Education Assistance Funds
86-155
Upon motion of Regent Bryce, seconded by Regent Wooten, with all
member voting aye, it was ordered that the firm of Marsellos and
Scott be authorized to prepare plans and specifications for the
renovation of the old Art Studio Building, and that the Chairman
of the Board be authorized to sign the architectural services
agreement.

Source of Funds: Higher Education Assistance Funds

86-156
Upon motion of Regent Hile, seconded by Regent Moore, with all
members voting aye, it was ordered that the purchase order in the
amount of $20,500 for replacement of seating in the Science
Auditorium be approved and the President be authorized to sign
the purchase order.

Source of Funds: Higher Education Assistance Funds

86-157
Upon motion of Regent Bryce, seconded by Regent Garner, with all
members voting aye, it was ordered that the Administration be
authorized to accept bids for the replacement of broken doors at
the Coliseum and that the President be authorized to sign the
purchase order, with the approval of the Chairman of the Board of
Regents.

Source of Funds: Pledged Auxiliary Surplus

86-158
Upon motion of Regent Garner, seconded by Regent Haynes, with all
members voting aye, it was ordered that the Administration be
authorized to accept bids for the repair and replacement of
fencing at the University Beef Farm and that the President be
authorized to sign the purchase order with the approval of the
Chairman of the Board of Regents.

Source of Funds: Higher Education Assistance Funds

86-159
Upon motion of Regent Moore, seconded by Regent Bryce, with all
members voting aye, it was ordered that the Administration be
authorized to accept bids for replacing the gymnasium floor in
the Lucille Norton Health and Physical Education Complex and resurfacing twelve tennis courts, and that the President be authorized to sign the purchase order, with the approval of the Chairman of the Board of Regents.

Source of Fund: Higher Education Assistance Funds ($129,400 for gym floor; $15,000 for tennis courts) Auxiliary Surplus Funds ($15,000 for tennis courts)

86-160
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the Administration be authorized to accept bids for additions to the ticket booths on each side of Homer Bryce Stadium.

Source of Funds: Pledged Auxiliary Surplus

86-161
Upon motion of Regent Hile, seconded by Regent Moore, with all members voting aye, it was ordered that the Administration be authorized to renovate and expand the existing paint room and carpenter shop in the Physical Plant Department at a cost not to exceed $125,000 and that the President be authorized to sign necessary purchase orders.

Source of Funds: Higher Education Assistance Funds

86-162
Upon motion of Regent Bryce, seconded by Regent Moore, with all members voting aye, it was ordered that the Administration be authorized to accept bids to relocate the residence located at 206 Carolyn Street to the University Beef Farm, and that the President be authorized to sign the purchase order, with the approval of the Chairman of the Board.

Source of Funds: Higher Education Assistance Funds

86-163
Upon motion of Regent Bryce, seconded by Regent Garner, with all members voting aye, it was ordered that the Administration be authorized to accept bids for roof repair on the Music Building.

Source of Funds: Higher Education Assistance Funds
86-164
Upon motion of Regent Garner, seconded by Regent Wooten, with all
members voting aye, it was ordered that the Administration be
authorized to accept bids for the replacement of the boiler in
the Boynton Building and that the President be authorized to sign
the purchase order, with the approval of the Chairman of the
Board of Regents.

Source of Funds: Higher Education Assistance Funds

86-165
Upon motion of Regent Haynes, seconded by Regent Moore, with all
members voting aye, it was ordered that the firm of Blum
Construction Engineers be authorized to prepare plans and
specification for the replacement of chillers and boilers in
Power Plant II, and that the Administration be authorized to
submit the project to the Coordinating Board for approval, and
that the Administration be authorized to accept bids on the
project.

Source of Funds: Higher Education Assistance Funds

86-166
Upon motion of Regent Hile, seconded by Regent Garner, with all
members voting aye, it was ordered that the contract in the
amount of $2,504,970 with Pineywoods Investment Company for the
Rusk Building Renovation Project be approved and the Chairman of
the Board be authorized to sign the contract.

(See page 30 for copy of the contract)

86-167
Upon motion of Regent Hile, seconded by Regent Garner, with all
members voting aye, it was ordered that the budget for the Rusk
Building Renovation Project be approved as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Work</td>
<td>$2,054,970</td>
</tr>
<tr>
<td>Architect/Engineering Service</td>
<td>233,148</td>
</tr>
<tr>
<td>Contingency</td>
<td>450,000</td>
</tr>
<tr>
<td>Administrative Costs</td>
<td>50,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$2,888,118</strong></td>
</tr>
</tbody>
</table>
23

86-168
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the Change Order for the addition of a hard surface entry way to Homer Bryce Stadium be approved. (See page 41 for copy of Change Order.)

Source of Funds: Pledged Auxiliary Surplus

86-169
Upon motion of Regent Garner, seconded by Regent Haynes, with all members voting aye, it was ordered that the Administration be authorized to accept bids for the renovation of a section of the University Center basement for the relocation of Student Publications, and that the Chairman of the Board be authorized to sign the contract.

Source of Funds: Pledged Auxiliary Surplus

86-170
Upon motion of Regent Haynes, seconded by Regent Wooten, with all members voting aye, it was ordered that the Administration be authorized to accept bids for a weight room facility on the concourse level of the Coliseum and for weight room equipment, and that the President be authorized to sign the purchase order, with the approval of the Chairman of the Board of Regents.

Source of Funds: Pledged Auxiliary Surplus
MERCHANT BANK CARD AGREEMENT

The undersigned ("Merchant") desires to facilitate sales of merchandise or services or both by honoring MasterCard® Visa® credit cards issued by the undersigned Bank ("Bank") and other bank cards identified by the MasterCard International Incorporated or Visa U.S.A., Inc., symboles (the "Cards") and Bank desires that Merchant honor Cards and will give Merchant credit for sales drafts taken by Merchant in honoring Cards in accordance with and subject to the terms and conditions hereinafter set forth:

1. Merchant agrees to honor without discrimination any valid Card properly tendered for use and to honor Cards issued by issuers other than Bank on the same terms and conditions as it honors those issued by Bank.

2. Merchant shall not honor any Card:
   (a) where the Card presented has expired or been canceled (Merchant will check the expiration date on each Card and the current cancellation list before honoring any Card, and, in the event the Card has been canceled, shall contact Bank for instructions); or
   (b) where the signature on the sales draft does not correspond to the signature on the Card (Merchant shall contact Bank for instructions if identification is uncertain).

3. Merchant shall obtain an authorization from Bank by telephoning Bank's authorization center before completing any of the following transactions:
   (a) The amount of the transaction exceeds Merchant's floor limit or the floor limit applicable to the transaction;
   (b) Merchant desires to make a delayed presentment of the sales drafts;
   (c) A Card is presented, but Merchant's imprintor is not functioning, or for any other reason the sales draft cannot be imprinted with the Card;
   (d) Merchant believes that the Card may be counterfeit or stolen or that the transaction is suspicious in some manner; or
   (e) The account number is listed on Merchant's current Hot Card Notice, Restricted Card List, or similar notice or list.

   When obtaining such authorization, Merchant shall use its best effort to retain the Card. In any case, except where the amount of the transaction exceeds the applicable floor limit, Merchant shall state the reason for the authorization inquiry. If Merchant is suspicious of the transaction, he shall state to the authorization clerk "This is Code Ten" (or other code then designated for use in such circumstances) and await instructions. Merchant shall contact Bank for instructions if identification is uncertain.

4. Merchant shall use its best efforts to recover any Card, (a) if the account number thereof is listed on a Hot Card Notice, Restricted Card List, or similar notice or list, (b) if the account number thereon is listed on a Visa International Card Recovery Bulletin, or similar bulletin, effective in the region where Merchant is located, or (c) if Merchant is advised to retain it in response to an authorization inquiry.

5. Upon authorization, Merchant may consummate the sale and must identify the cardholder and note on the sales draft the method of identification, the authorization number and all information furnished by Bank. Such authorization shall be limited to the specific waiver requested and given and shall not constitute a waiver of any of the other provisions of paragraph 18 hereof. No waiver, even if given by Bank, shall be effective to validate a transaction involving the use of an expired Card, and Merchant shall remain fully liable for any chargeback related thereto. In the event that Merchant makes a request for authorization to make a sale when no such authorization is in fact required, Bank shall be entitled to charge, and Merchant shall be obligated to pay to Bank, a fee in addition to those fees shown in the Schedule of Fees herein, in an amount specified from time to time by Bank for any such unnecessary request.

6. A sales draft or credit memorandum on a form provided by Bank shall be used by Merchant in each Card transaction. Each such form shall be legibly imprinted with Merchant's name and number and with the information embossed on the Card presented by the customer, shall state the date of the transaction, a brief description of the goods or services involved, and the total amount of the sale (including any applicable taxes) or credit, and shall be signed by the cardholder, the cardholder's name, account number, expiration date and Merchant's name and place of business, and, for transactions involving MasterCard, the name or trade style of the Card issuer as it appears on the face of the Card, the Interbank number and Interbank initials (if any). In any case in which a transaction in the United States, Canada or the Caribbean is completed without imprinted the Card, whether authorization is or is not obtained, Merchant shall be deemed to warrant the true identity of the customer as the cardholder, unless Merchant has obtained and noted on the sales draft independent evidence of the cardholder's true identity.

7. When a transaction is based on a pre-authorized order, telephone or mail order, Merchant shall type or print legibly on the signature line of the sales draft the letters PO, TO or MO, as appropriate.

8. Except in the case of purchases in separate departments of a department store with multiple departments, Merchant shall include, all items, goods, and services purchased in a single transaction in the total amount on a single sales draft, except in cases of partial payment, as described below, or in cases of delayed delivery. In cases of delayed delivery, the cardholder shall execute one sales draft upon making a deposit with Merchant and a second sales draft upon paying the balance. Merchant shall note on the sales draft the words "deposit" or "balance" as appropriate. Merchant further agrees that it will not deposit with Bank the sales draft labeled "balance" until the goods have been delivered or the services have been performed by Merchant.

9. Merchant shall deliver the "customer copy" of the sales draft or credit memorandum to the customer at the time of the transaction. Merchant agrees it will not, in connection with any Card transaction, honor any Card as payment for only part of the consideration due on the transaction unless the balance of the price is paid in cash by the customer at the time of such transaction. Merchant also agrees that it will not add any amount to the tap, posted, or advertised price of property or services offered by Merchant, as a condition or consequence of the use of a Card with respect to a transaction involving such property or services. Nothing herein shall be deemed to prohibit Merchant from offering a discount to a person to induce such person to pay by cash, check, or similar means rather than by use of a Card or its underlying account.

10. Except as provided in paragraph 21 hereof, Merchant shall have the option, but not the obligation, to establish and maintain with Bank (or Bank's approved depository agent), a commercial checking account ("Merchant's Account"). Merchant authorizes Bank, without prior notice, to charge from time to time against Merchant's Account any amounts payable by Merchant to Bank under the terms of this Agreement. In the event Merchant elects not to establish any such commercial checking account with Bank, Bank will process all sales drafts complying with the terms and conditions of this Agreement on a "collection" basis, and Bank will grant Merchant credit therefor as soon as the collection process is complete and final payment for such items has been received by Bank.

11. Subject to paragraph 18 hereof, Bank agrees to accept from Merchant, for deposit to Merchant's Account all sales drafts complying with the terms and conditions of this Agreement and to give Merchant credit therefor in the total face amount of all sales drafts accepted hereunder, less the Merchant's discount and less credit memorandum. Deposits received by 10:00 a.m. will be credited to Merchant's account the following business day. Deposits received after 10:00 a.m. will be credited two business days later. The "Bank copy" of each sales draft and credit memorandum shall be delivered to Bank no later than the close of business on Bank's third business day following the date of the completion of the transaction. All figures are subject to audit and final checking by Bank and to adjustment for inaccuracies; in the event Bank elects to grant conditional credit for sales drafts, such election may be exercised either generally or with regard to specific sales drafts or groups thereof on a case-by-case basis, with final credit to be granted upon such additional terms and conditions as Bank may deem appropriate.

12. Merchant agrees that it will not have any claim against, or right to receive payment from, the cardholder or any other customer in any Card transaction unless Bank refuses to accept the sales draft or revokes its prior acceptance thereof. Moreover, Merchant shall not accept any payments from a cardholder with respect to previous charges for merchandise. However, any such payments received by Merchant will be remitted to Bank promptly.
13. All disputes between Merchant and any customer relating to any Card transaction shall be settled between Merchant and such customer. Merchant agrees to indemnify and hold Bank harmless from any claim or liability relating to any such transaction and from Merchant's breach of any of its obligations under this Agreement.

14. Merchant shall make no cash refund on any Card transaction but will issue a credit memorandum therefor. Bank will charge Merchant's Account with the total face amount of each credit memorandum, less the Merchant's discount. Merchant shall, within the time period specified by the then applicable law, rule, or regulation, provide Bank with a credit memorandum or credit statement for each and every return of goods or forgiveness of a debit for services which was the subject of a Card transaction.

15. Merchant agrees both (i) to comply and (ii) to cooperate with and assist Bank in complying in a complete and timely manner with all applicable laws, rules, and regulations now or hereafter applicable to any Card transaction or this Agreement, and in connection therewith, merchant agrees to execute and deliver to Bank all such instruments and documents and to provide Bank with all such information and reports as Bank may from time to time reasonably deem necessary.

16. Bank may refuse to accept any sales draft, or revoke its prior acceptance thereof, and in the event of such revocation, Merchant agrees to repay Bank the amount therefore credited by Bank to Merchant's Account on the basis of such sales draft, in any one or more of the following circumstances:

(a) The transaction giving rise to the sales draft was not made in compliance with all terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations of any governmental authority.

(b) The customer disputes his liability to Bank or other issuer on any one or more of the following grounds:

(f) that the signature on the sales draft was not that of the cardholder, and Bank in good faith believes that Merchant should have discovered this fact.

17. As applicable hereunder, Bank will furnish to Merchant without charge promotional materials and advertising displays indicating Merchant's participation in the MasterCard System, the MasterCard International System, the Visa Card System, and the Visa U.S.A., Inc. System, and Merchant agrees to display such materials and displays (including the MasterCard International Symbol and Visa Symbol) prominently in its places of business and to include the same, where practicable, in its advertisements. Merchant agrees that it will not use any of the materials in such a manner so as to indicate, directly or indirectly, that either the MasterCard System, the MasterCard International System, the Visa Card System or the Visa U.S.A., Inc. System endorses any of Merchant's goods or services. Merchant further agrees not to use the name of "MasterCard" or "Visa" when stating eligibility to purchase Merchant's products or services for membership.

18. In addition to the materials described in paragraph 17 above, Bank will furnish Merchant without charge with sales drafts, credit memoranda and any other forms that may be required by Bank. All promotional materials, advertising displays, emblems, sales drafts, credit memoranda and other forms supplied to Merchant hereunder and not consumed in use, and all imprinters rented to Merchant by Bank, shall remain the property of Bank and shall be immediately returned to Bank upon termination of this Agreement. Bank shall have the right to remove and repossess all MasterCard System, MasterCard International System, Visa System and Visa U.S.A., Inc. System promotional materials, advertising displays and emblems, and all imprinters rented from Bank, if such removal and repossession can be done reasonably and without breach of the peace. Merchant shall be fully liable for any and all loss, cost, and expense suffered or incurred by Bank, arising out of or resulting from any failure by Merchant to return all of the aforesaid matters and things to Bank in accordance herewith.

19. This Agreement may be terminated by either party by written notice to the other, such termination to become effective on the date specified in such notice. All obligations of Merchant with respect to sales drafts accepted by Bank prior to the effective date of termination shall survive such termination. Without limiting the generality of the immediately preceding sentence, it is specifically agreed that Merchant shall maintain on deposit in an account with Bank for at least 180 days following the effective date of termination, an amount of funds reasonably adequate to cover all chargebacks, deposits, refunds, and fees incurred by Bank pursuant to the rules or regulations of any card credit association or processing facility, and Bank shall be entitled to charge such account for the amount of all such matters without any prior authorization from Merchant. If no such account is established, or if the amount of funds on deposit in such an account is not adequate to cover the foregoing matters, Merchant shall pay Bank for all such matters upon demand by Bank.

20. This Agreement constitutes the entire agreement between the parties, shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns, and shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent applicable, the laws of the United States of America. All obligations of Merchant incurred under this Agreement are transferable in Dallas County, Texas.

21. Merchant agrees to the schedule of fees set forth below. Bank reserves the right to change the schedule of fees, at any time and from time to time, upon not less than 30 days prior written notice to Merchant, but no change shall be effective for any period prior to the time of giving of such notice. No formal acceptance by Merchant shall be necessary for any such change to be effective, the continued depositing for processing pursuant to the terms hereof of sales drafts by Merchant subsequent to the effective date of any such change being deemed to be a full acceptance of and agreement by Merchant to such change.

22. Any notice required or permitted hereunder shall be deemed given on the earlier of actual receipt thereof or 2 banking business days after such notice has been deposited in the United States mails, postage prepaid, by first-class mail, return receipt requested, addressed to the addressee thereof at the last address for such addressee as shown on the records of the sender thereof.

23. In connection with this Agreement, Merchant has executed and delivered to Bank a document entitled "Merchant Application" containing certain information regarding among other things, the nature of Merchant's business, its form of business organization, and the individuals who are the principal owners of Merchant. Merchant acknowledges that it has retained in its files a true and correct copy of such Merchant Application, and Merchant represents and warrants to Bank that all information and all statements in such Merchant Application are true and complete. Merchant further agrees to notify Bank promptly of any and all changes which may occur from time to time regarding the information contained in such Merchant Application, including but not limited to, the identity of principal owners, the form of business organization (i.e., sole proprietorship, partnership, etc.), and type of goods and services provided. Merchant shall be and remain fully liable to Bank for any and all loss, cost, and expense suffered or incurred by Bank, arising out of or resulting from Merchant's failure to report all such changes to Bank in accordance herewith.
AGREEMENT

made as of the twentieth (20) day of October in the year of Nineteen Hundred and

BETWEEN the Owner: Stephen F. Austin State University
Nacogdoches, Texas

and the Contractor: Drew Woods, Inc.
P.O. Box 488
Carthage, Texas 75633

The Project: Revisions to Chilled/Hot Water Piping
Power Plant No. 1
Stephen F. Austin State University
Nacogdoches, Texas

The Engineer: Blum Consulting Engineers, Inc.
4144 N. Central Expressway, Suite 400
Dallas, Texas 75204

The Owner and the Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

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

Revisions to Chilled/Hot Water Piping
Power Plant No. 1
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 October 20, 1986 upon receipt of Notice to Proceed and, subject to authorized adjustments, Substantial Completion shall be achieved not later than November 28, 1986

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

The Contractor agrees that for each calendar day the project remains uncompleted after November 28, 1986, the Owner may deduct five hundred dollars ($500.00) per day from the compensation due the contractor as proper, liquidated damages.
ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Two Hundred, Sixty Seven Thousand ($267,000)

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

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>$267,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$267,000</td>
</tr>
</tbody>
</table>

ARTICLE 5
PROGRESS PAYMENTS

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

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

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

Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)
ARTICLE 6
FINAL PAYMENT

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

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 dated 25 September, 1986
  - Sheets A1, M-1, M-2, M-3
- Specifications dated 25 September, 1986
- Addendum #1 dated 10 October, 1986

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

OWNER

Stephen F. Austin State University

BY

CONTRACTOR

Drew Woods, Inc.
P.O. Box 488
Carthage, Texas 75633

BY

Acie Henigan, Jr., Vice President
AGREEMENT

made as of the twenty-seventh (27th) day of October in the year of Nineteen Eighty-six (1986)

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

and the Contractor: Pineywoods Investment Co., Inc. & R. Gerald Jones, Ind.-
A Joint Venture
808 N. University Drive
Nacogdoches, Texas 75961

The Project: Renovations & Alterations to the
THOMAS J. RUSK BUILDING
Stephen F. Austin State University, Nacogdoches, Texas

11615 Forest Central Drive, Suite 211
Dallas, Texas 75243

The Owner and the Contractor agree as set forth below.
ARTICLE 1  
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Conditions of the Contract (including Uniform General Conditions (General, Supplementary, and Addenda)), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2  
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for

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

Renovations & Alterations to the
THOMAS J. RUSK BUILDING at
Stephen F. Austin State Univ., Nacogdoches, Texas

ARTICLE 3  
TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be commenced on or about January 1, 1987 upon receipt of "Notice to Proceed". and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 31 March 1988.

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

The Contractor agrees that for each calendar day the project remains uncompleted after 31 March, 1988, the Owner may deduct $1,000 per day from the compensation due the Contractor as proper, liquidated damages.
ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of

Two million, Five hundred four thousand, nine hundred seventy dollars ($2,504,970.00)

The Contract Sum is determined as follows:

(State here the base bid or other lump sum amount, accepted alternates, and unit prices, as applicable.)

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<th>$2,498,915.00</th>
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<tr>
<td>TOTAL BID</td>
<td>$2,504,970.00</td>
</tr>
</tbody>
</table>

The Base Bid shall include the following stipulated allowances:

- Contingency $450,000.
- Finish hardware 60,000.
- Identifying devices 8,000.
- Building plaque 1,200.
- Draperies 300.
- Silver recovery system 2,500.
- Electric door strikes 750.

ARTICLE 5

PROGRESS PAYMENTS

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

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

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

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

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. (subject to other items identified under the Uniform General Conditions for the State of Texas, dated July, 1986.)

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Uniform General Conditions for the State of Texas shall have the meanings designated in those Conditions.

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

[List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted alternates, showing page or sheet numbers in all cases and dates where applicable.]

Drawings dated 15 September 1986
Sheets A0.1, A1.1 to A1.3, A2.1 to A2.4, A3.1 to A3.11, A4.1 to A4.5, A5.1 to A5.6, A6.1 to A6.3, A7.1 to A7.3.

Specifications dated 15 September 1986.

Addendum #1 dated 3 October 1986
including Supplemental Details, SD-1, SD-2, SD-3, SD-4, SD-5 and SD-6.

Addendum #2 dated 9 October 1986
including Supplemental Detail, SD-7.

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

OWNER

Stephen F. Austin State University

BY Larry Seidell

CONTRACTOR

Pineywoods Investment Co. Inc. & R. Gerald 
Jones, Independent - A Joint Venture

BY R. Gerald Jones
UNITED STATES FIDELITY AND GUARANTY COMPANY

(Texas Statutory Performance Bond)

(Penalty of this bond must be 100% of Contract amount)

STATE OF TEXAS
COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS:

That Pineywoods Investment Co., Inc. and R. Gerald Jones, Individual, as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, are held and firmly bound unto

Stephen F. Austin State University, Nacogdoches, Texas

for the payment of which sum well and truly to be made, we bind ourselves, our 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 27th day of October, 1986, a copy of which is hereto attached and made a part hereof, for

Renovations & Alterations to the
THOMAS J. RUSK BUILDING
Stephen F. Austin State University, Nacogdoches, Texas

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, Chapter 4 of Vernon's Revised Civil Statutes of Texas as amended by the Acts of the Regular Session of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions thereof 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 27th day of October, 1986.

R. Gerald Jones, Individual

PINEYWOODS INVESTMENT CO., INC. AND R. GERALD JONES, IND. - A JOINT VENTURE (Seal)

R. Gerald Jones, President (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Max Green, Attorney-in-fact (Seal)
GENERAL POWER OF ATTORNEY

No. 81795

Know all Men by these Presents:

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

of the City of Nacogdoches, State of Texas

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

for the following purposes, to wit:

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

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 26th day of February, A. D. 1971.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre

Vice-President.

(SEAL)

H. Ronald Kirkland

Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY,

On this 26th day of February, A. D. 1971, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and H. Ronald Kirkland, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and H. Ronald Kirkland were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974.

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND BALTIMORE CITY,

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 26th day of February, A. D. 1971.

(SEAL) (Signed) Robert H. Bouse

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

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

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

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

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

Joe Max Green

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

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

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on October 27, 1986.

(Theodore G. Parks)

Assistant Secretary.
UNITED STATES FIDELITY AND GUARANTY COMPANY

(A Stock Company)

TEXAS STATUTORY PAYMENT BOND

(Penalty of this bond must be 100% of Contract amount)

STATE OF TEXAS

COUNTY OF Nacogdoches

BOND NUMBER 18-0120-11021-86-9

KNOW ALL MEN BY THESE PRESENTS:

That Pineywoods Investment Co., Inc. and R. Gerald Jones, Individual—

A Joint Venture

(hereinafter called the Principal), as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Stephen F. Austin State University, Nacogdoches, Texas

(hereinafter called the Obligee), in the penal sum of Two Million, Five Hundred Four Thousand, Nine Hundred Seventy Dollars ($2,504,970.00) for the payment of which sum well and truly to be made, we bind ourselves, our 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 27th day of October 1986, a copy of which is hereto attached and made a part hereof, for

Renovations & Alterations to the
THOMAS J. RUSK BUILDING
Stephen F. Austin State University, Nacogdoches, Texas

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 subcontractor 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, Chapter 4 of Vernon's Revised Civil Statutes of Texas as amended by the Acts of the Regular Session of the 56th Legislature, 1959, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions thereof 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

27th day of October 1986

R. Gerald Jones, Individual

PINEYWOODS INVESTMENT CO., INC. AND R. GERALD JONES, IND. - A JOINT VENTURE

R. Gerald Jones, President

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Joe Max Green, Attorney-in-fact
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 81795

Know all Men by these Presents:

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

Joe Max Green

of the City of Nacogdoches, State of Texas, its true and lawful attorney in and for the State of Texas, for the following purposes, to wit:

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

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 26th day of February, A.D. 1971.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)  
By: Karl H. Doerre  
Vice-President.

(Signed)  
H. Ronald Kirkland  
Assistant Secretary.

STATE OF MARYLAND,  
BALTIMORE CITY,  

On this 26th day of February, A.D. 1971, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and H. Ronald Kirkland, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and H. Ronald Kirkland were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation; and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A.D. 1974...

Herbert J. Aull  
Notary Public.

STATE OF MARYLAND  
BALTIMORE CITY,  

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 26th day of February, A.D. 1971.

Robert H. Bouse  
Clerk of the Superior Court of Baltimore City.
COPY OF RESOLUTION

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

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

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

I, Theodore G. Parks, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Joe Max Green of Nacogdoches, Texas, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

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

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on October 27, 1906.

Theodore G. Parks
Assistant Secretary.
This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

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<th>COMPANY</th>
<th>TYPE OF INSURANCE</th>
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**Limits of Liability in Thousands (000)**

- **PERSONAL INJURY**: $500
- **PROPERTY DAMAGE**: $500
- **BODILY INJURY**: $500
- **PROPERTY DAMAGE**: $250
- **ONE PERSON AND ONE OCCURRENCE**: $1,000, $1,000
- **STATUTORY**: $500

**Cancellation**: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 14 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

**Name and Address of Certificate Holder**

Stephen F. Austin State University
Nacogdoches, Texas
CHANGE ORDER NO. 1

PROJECT: Drainage Improvements at Lumberjack Stadium
PROJECT NO.: 24-503-000

CONTRACT FOR: Gorrell Contracting Co., Inc.
CONTRACT DATE: May 19, 1986

SUBJECT OF CHANGE ORDER: Additional Work

DESCRIPTION (List attachments, if any):
See attached Proposal Requests No.'s 1 & 2

REASON FOR CHANGE:
See attached Proposal Requests No.'s 1 & 2

<table>
<thead>
<tr>
<th>Original Contract</th>
<th>$ 246,675.44</th>
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<tbody>
<tr>
<td>Additions to Date</td>
<td>$ 0.00</td>
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<tr>
<td>Deductions to Date</td>
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<tr>
<td>Original Contract $</td>
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<tr>
<td>This Add $</td>
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<td>606.12</td>
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<tr>
<td>New Contract Amount</td>
<td>$ 249,372.32</td>
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</table>

Original Contract Period
Extensions To Date
Contract Period To Date
This Extension
New Contract Period
Amended Completion Date

RECOMMENDED BY: Lamb & Barger Consulting Engineers
Lamb & Barger Consulting Engineers

ACCEPTED BY: Gorrell Contracting Co., Inc.

APPROVED BY: Stephen F. Austin State University
Project: Drainage Improvements at Lumberjack Stadium  
Owner: Stephen F. Austin State University  

NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

**Subject:** Electrical junction boxes  

**Description:** Substitute fiberglass electrical junction boxes, Model RJ 1614S as manufactured by Robroy Industries for cast aluminum junction boxes, Model YF 121208-A as manufactured by O-Z/Gedney.

**Reason for Change:** Excessive delivery time. Would not accommodate construction schedule.

**Attachments (if any):**  
- Revised Drawings  
- New Drawings  
- Other Catalog description

**Proposal Summary:**  
Change in Contract Sum: $274.92  
Change in Contract Time: 0 days

**Gorrell Contracting Co.**  
Contractor:  
Representative:  
Date: 9-15-86

**Distribution:**  
- Contractor  
- Engineer  
- Owner  
- Consultant  
- File

**Requested by:**  
Joe P. Lamb  
Project Director

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**PROPOSAL REQUEST NO.** 1
A KPDLISTED m!-rlP?f Pi,Hing^ Covers ■ Ex{ernal Mounting Feet-Oiltight, Dustfree, Watertight (See ordering information)

Fiberglass Hinge Not Available On These Models.

Ordering Information
The above information has determined the enclosure size you desire. See Back Page Foldout for proper NEMA designations.

Examples: RJ 806 with latch = RJ 806HLL
RJ 806 with screwheld cover = RJ 806S

Fiberglass Hinge Not Available on These Models

Screwheld Covers and Piano Hinged Covers:
Oiltight and Dustfree — NEMA 12 'H' Style;
Oiltight, Dustfree and Raintight — NEMA 3'S' and 'HW' Styles; Watertight - NEMA 4X 'W' Style
PROPOSAL REQUEST NO. 2

PROJECT
Drainage Improvements at Lumberjack Stadium

PROJECT NO.
24-503-000

OWNER
Stephen F. Austin State University

NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

SUBJECT
Football field grading

DESCRIPTION
1. Substitute bedding sand as prescribed by SFASU for dressing sideline grading with salvaged top soil.
2. Substitute solid block sodding with 428 hybrid bermuda grass as prescribed by SFASU for bermuda grass seeding.
3. Re-grade north end zone area around the track and furnish bedding sand and block sod as prescribed by SFASU.

REASON FOR CHANGE
Better growth and coverage of heavy wear area on sidelines. Remove abrupt grade differential between end zone and track elevation.

ATTACHMENTS (If Any)
- Revised Drawings
- New Drawings
- Other

PROPOSAL SUMMARY
| Change in Contract Sum | Add (Deduct) | $3,303.00 |
| Change in Contract Time | Add (Deduct) | -0- days |

Gorrell Contracting Co.  Walter F. Gorrell  9-15-86
CONTRACTOR  REPRESENTATIVE  DATE

DISTRIBUTION
- Contractor
- Owner
- File

REQUESTED BY
Joe P. Lamb  PROJECT DIRECTOR
## CHANGE ORDER NO. 2

**PROJECT**
- Drainage Improvements at Homer Bryce Stadium

**PROJECT NO.**
- 24-503-000

**CONTRACT FOR**
- Gorrell Contracting Co., Inc.

**CONTRACT DATE**
- May 19, 1986

**SUBJECT OF CHANGE ORDER**
- Additional Work

**DESCRIPTION (List attachments, if any)**

See attached Proposal Requests No's. 3, 4 & 5

### REASON FOR CHANGE

See attached Proposal Request No's. 3, 4 & 5

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
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<td>Deductions to Date</td>
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### Original Contract Period
- 89 Calendar Days

### This Extension
- 106 Calendar Days

### Extensions To Date
- 0 Calendar Days

### Contract Period To Date
- 89 Calendar Days

### New Contract Period
- 195 Calendar Days

### Amended Completion Date
- Nov. 30, 1986

**RECOMMENDED BY**
- Lamb & Barger Consulting Engineers

**ACCEPTED BY**
- Gorrell Contracting Co., Inc.

**APPROVED BY**
- Stephen F. Austin State University

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**DATE**
- October 31, 1986

**SIGNATURES**
- Joe P. Lamb
- Ronald F. Green
- [Owner's Signature]

**DATE**
- 10/31/86
- 10/31/86
- [Owner's Date]
NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

SUBJECT
Turfed areas in corners of stadium floor.

DESCRIPTION
Substitute solid block sodding as specified by SFASU for bermuda grass seeding.

REASON FOR CHANGE
Too late in growing season for seed to germinate and adequately provide grass cover.

ATTACHMENTS (If Any)
- Revised Drawings
- New Drawings
- Other

PROPOSAL SUMMARY
Change in Contract Sum (Add) (Deduct) $ 935.10
Change in Contract Time Add (Deduct) ____________ days

Gorrell Contracting Co., Inc. Representative

DISTRIBUTION
- Contractor
- Owner
- Engineer
- Consultant
- File

REQUESTED BY

PROJECT DIRECTOR
NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

SUBJECT
Stadium entry road extension.

DESCRIPTION
Extend the field entry road from its present terminus at the pedestrian bridge to the athletic track.

REASON FOR CHANGE
Provide all weather access to field for emergency vehicles and athletes.

ATTACHMENTS (If Any)

☐ Revised Drawings
☐ New Drawings Stadium Entry Road Plan - Sheet 6A of 10
☐ Other

PROPOSAL SUMMARY
Change in Contract Sum
Add (Deduct) $ 13,602.50

Change in Contract Time
Add (Deduct) _______ days

Goetzall Contracting Co., Inc.
CONTRACTOR

Ronald L. Green
REPRESENTATIVE

October 21, 1986
DATE

DISTRIBUTION
☒ Contractor ☐ Engineer
☐ Owner ☐ Consultant
☐ File ☐

REQUESTED BY
Joe P. Lamb
PROJECT DIRECTOR

Page 1 of 2
<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit</th>
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<th>Unit Price</th>
<th>Total Amount</th>
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<td>LF</td>
<td>300</td>
<td>2.50</td>
<td>750.00</td>
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</tbody>
</table>
NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

SUBJECT
Stadium entry road repairs and improvements.

DESCRIPTION
1. Repair sections of existing pavement damaged during construction of drainage improvements.
2. Provide 34 linear feet of new roadway between entry gate and beginning of existing roadway.

REASON FOR CHANGE
Existing pavement section inadequate for construction traffic.
Existing road was not constructed to limits of existing fenced enclosure.

ATTACHMENTS (If Any)
- Revised Drawings
- New Drawings Stadium Entry Road Plan - Sheet 6A of 10
- Other

PROPOSAL SUMMARY
Change in Contract Sum (Add) (Deduct) $11,446.70
Change in Contract Time Add (Deduct) 0 days

Gorreil Contracting Co./Inc.  October 21, 1986
CONTRACTOR  REPRESENTATIVE

DISTRIBUTION
☐ Contractor  ☐ Engineer
☐ Owner  ☐ Consultant
☐ File  ☐

REQUESTED BY
Joe P. Lamb  PROJECT DIRECTOR
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Appx. Qty.</th>
<th>Unit Price</th>
<th>Total Amount</th>
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</table>
CHANGE ORDER NO. 1

PROJECT
Athletic Track Preparation at Homer Bryce Stadium

PROJECT NO.
24-503-000

CONTRACT FOR
Gorrell Contracting Co., Inc.

CONTRACT DATE
May 19, 1986

SUBJECT OF CHANGE ORDER
Additional Work

DESCRIPTION (List attachments, if any)
See attached Proposal Request No. 6

REASON FOR CHANGE
See attached Proposal Request No. 6

Original Contract $192,533.71
Additions to Date $0.00
This Add $3,137.80
Total Add $3,137.80
Deductions to Date $0.00
This Deduct $0.00
Total Deduct $0.00
Contract To Date $192,533.71
New Contract Amount $195,671.51

Original Contract Period 89 CALENDAR DAYS
This Extension 106 CALENDAR DAYS
Extensions To Date 0 CALENDAR DAYS
New Contract Period 195 CALENDAR DAYS
Contract Period To Date 89 CALENDAR DAYS
Amended Completion Date Nov. 30, 1986

RECOMMENDED BY
Lamb & Barger Consulting Engineers

JANIE P. LAMB
ENGINEER

ACCEPTED BY
Gorrell Contracting Co., Inc.

CONTRACTOR

Amended Completion Date Nov. 30, 1986

APPROVED BY
Stephen F. Austin State University

OWNER
NOTICE TO CONTRACTOR: Please submit an itemized quotation for changes in the Contract Sum or Contract Time incidental to proposed modifications in the Contract Documents as described below. If acceptable, a change order will be issued to authorize the work. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK AS DESCRIBED.

**SUBJECT**
Revisions to Pole Vault Facility

**DESCRIPTION**
1. Remove approximately 644 SF of existing 4 1/2" PC concrete apron.
2. Remove 4 existing 12" x 12" inlets. Salvage frames and grates.
3. Place approximately 14.0 CY of fill material such that the finish grade of the sod will be flush with the surface of the pole vault runway and vault box apron.
4. Install approximately 44 LF of 6" PVC drain line. Connect to existing 6" drain.
5. Construct 4 - 12" x 12" inlets. Use salvaged frames and grates.
6. Place approximately 72 SY of Bermuda Grass block sodding on new fill area.

**REASON FOR CHANGE**
Provide safety for aborted pole vault attempts.

**ATTACHMENTS (IF ANY)**
- [ ] Revised Drawings
- [ ] New Drawings
- [ ] Other

**PROPOSAL SUMMARY**
Change in Contract Sum: $3,137.80

**CONTRACTOR**
Gorrell Contracting Co., Inc.

**REQUESTED BY**
Project Director

**DISTRIBUTION**
- [ ] Contractor
- [ ] Engineer
- [ ] Owner
- [ ] Consultant
- [ ] File

**DATE**
October 21, 1986