MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY
HELD AT THE TEMPLE-EASTEX FORESTRY LABORATORY
SAN AUGUSTINE COUNTY

April 21, 1987

The meeting was called to order by Mr. Dan Haynes, Vice Chairman of the Board of Regents at a.m., April 21, 1987.

REGENTS

PRESENT: Mr. Dan Haynes of Burnet
Mr. Homer Bryce of Henderson
Mr. Lavoy Moore of Conroe
Mr. Nelson Rusche of Houston
Mr. Kelly Jones of Dallas
Ms. Peggy Wright of Nacogdoches
Mr. M. M. Stripling of Nacogdoches

ABSENT: Mr. Richard Hile of Jasper
Ms. Willia B. Murphy Wooten of Crockett

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, Vice President for University Advancement
Mr. Robert Provan, Legal Counsel

VISITORS:

PRESENT: Ms. Jean Ann Ruth, Pine Log Editor
Ms. Carol McBrayer, Pine Log Copy Editor
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87-57 Approval of Ratification of Easement and Right of Way for Water Line Access to Land Leased by City for Water Tower

87-58 Approval of Preliminary Plans for Field House Expansion

87-59 Approval of Resolution Honoring Larry Jackson

87-60 Approval of Resolution Honoring William Fletcher Garner

Contract with Pineywoods Investment Co., Inc. for Miscellaneous Projects-1987

Contract with Hayes-Miller Roofing, Inc. for Re-Roofing Project-1987

Contract with F. R. Lewis Construction Company for Drainage and Parking Improvements at Units

Resolution Honoring Larry Jackson

Resolution Honoring William F. Garner
Upon motion of Regent Stripling, seconded by Regent Rusche, with all members voting aye, it was ordered that Regent Haynes be elected as Chairman of the Board.

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

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

Upon motion of Regent Stripling, seconded by Regent Bryce, with all members voting aye, it was ordered that the minutes of the meeting of January 27, 1987, be approved.

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

1. Department of Agriculture

Dr. Rosilyn Goodson Williams, 28, Ph.D. (Auburn University), Assistant Professor of Agriculture, at a salary of $28,000 for 100% time for ten and one-half months, effective January 1, 1987.

2. Department of Art

Ms. Corrine Jones, Part-time Instructor of Art, at a salary of $3,000 for 33% time for the spring semester, 1987.

3. Department of Communication

Mr. Kenneth J. Atwell, 65, M.A. (Ball State University), Part-time Instructor, at a salary of $3,000 for 50% time for the spring semester, 1987.

Mr. Randall Jerry Birdwell, Part-time Instructor in Communication, at a salary of $4,500 for 75% time for the spring semester, 1987.
Mr. Benjamin Click, Lecturer in Communication, at a salary of $6,000 for 80% time and Yearbook Staff Assistant at a salary of $1,500 for 20% time for the spring semester, 1987.

Mr. Tony Russell DeMars, Part-time Instructor in Communication, at a salary of $4,500 for 75% time for the spring semester, 1987.


Mr. Steve Richard Jennings, Part-time Instructor in Communication, at a salary of $3,000 for 50% time for the spring semester, 1987.

Mr. Barry Glenn Oliver, Lecturer in Communication, at a salary of $6,000 for 100% time for the spring semester, 1987.

Mr. Mark S. Zindler, Part-time Instructor in Communication, at a salary of $1,750 for 25% time for the spring semester, 1987.

4. Department of Computer Science

Ms. Leigh Ann Williams, 30 M.S. (Stephen F. Austin State University), Lecturer in Computer Science, at a salary of $10,000 for 100% time for the spring semester, 1987.

5. Criminal Justice Program

Mr. John Daniel Norton, Part-time Instructor in Criminal Justice, at a salary of $1,750 for 25% time for the spring semester, 1987.

Mr. Walter H. Scalen, Part-time Instructor in Criminal Justice, at a salary of $1,500 for 25% time for the spring semester, 1987.

6. Department of Economics and Finance

Dr. Garland D. Simmons, 32, Ph.D. (Texas A&M University), Assistant Professor of Economics and Finance at a salary of $41,000 for nine months, effective September 1, 1987.

7. Department of English and Philosophy

Mr. Cydney W. Adams, Part-time Instructor in English, at a salary of $3,250 for 50% time for the spring semester, 1987.
Ms. Annette S. Dawson, Part-time Instructor in English, at a salary of $3,720 for 50% time for the spring semester, 1987.

Ms. Mary Rose Devine, Lecturer in English, at a salary of $6,500 for 100% time for the spring semester, 1987.

Ms. Vickey Lynn DeMars, Part-time Instructor in English, at a salary of $4,875 for 75% time for the spring semester, 1987.

Dr. Constance Hill Hall, Part-time Instructor in English at a salary of $3,720 for 50% time for the spring semester, 1987.

Ms. JoAnne C. Howard, Part-time Instructor in English, at a salary of $4,875 for 75% time for the spring semester, 1987.

8. Department of Health and Physical Education

Mr. George H. Dohner, Part-time Instructor in HPE, at a salary of $3,500 for 58% time for the spring semester, 1987.

Ms. Kathy Hamrick, Visiting Lecturer in HPE, at a salary of $18,000 for 100% time for nine months, effective September 1, 1987.

Mr. Douglas G. Olle, Part-time Instructor in HPE, at a salary of $1,250 for 33% time for the spring semester, 1987.

Dr. Jane Robertson, Part-time Instructor in HPE, at a salary of $2,667 for 33% time for the spring semester, 1987.

Mr. E. K. Sowell, Part-time Instructor in HPE, at a salary of $1,969 for 50% time for the spring semester, 1987.

9. Department of History

Ms. Hazel S. Abernethy, Part-time Instructor of History, at a salary of $5,400 for 75% time for the spring semester, 1987.

10. Department of Mathematics and Statistics

Dr. Robert R. Fleet, Part-time Instructor in Mathematics, at a salary of $5,500 for 75% time for the spring semester, 1987.
Mr. Hossein M. Hosseinpour, Lecturer in Mathematics, at a salary of $6,200 for 100% time for the spring semester, 1987.

Dr. Rodney Lee Roberson, Part-time Instructor in Mathematics, at a salary of $3,700 for 50% time for the spring semester, 1987.

11. Department of Music

Ms. Susan Brenneis, Part-time Instructor in Music, at a salary of $5,000 for 50% time for the spring semester, 1987.

Mr. Andrew Bruck, Part-time Instructor in Music, at a salary of $5,000 for 50% time for the spring semester, 1987.

Ms. Cynthia Kempf, Part-time Instructor in Music, at a salary of $5,000 for 50% time for the spring semester, 1987.

Mr. William Krause, Part-time Instructor in Music, at a salary of $3,000 for 50% time for the spring semester, 1987.

Ms. Linda Parr, Part-time Instructor in Music, at a salary of $1,000 for 17% time for the spring semester, 1987.

Mr. Stephen Pelkey, Part-time Instructor in Music, at a salary of $5,000 for 50% time for the spring semester, 1987.

Mr. Dan Spalding, Part-time Instructor in Music, at a salary of $2,000 for 34 1/2 % time for the spring semester, 1987.

Ms. Gabriela Spalding, Part-time Instructor in Music, at a salary of $1,500 for 25% time for the spring semester, 1987.

12. Department of Political Science and Geography

Dr. Harry V. Hoechten, Lecturer in Political Science, at a salary of $8,000 for 100% time for the spring semester, 1987.

13. Department of Psychology

14. Department of Secondary Education

Mr. Michael J. Fitsko, 46, M.A. (Ohio State University), Part-time Instructor in Secondary Education, at a salary of $2,000 for 25% for the spring semester, 1987.

Ms. Christine Seago, Part-time Instructor in Secondary Education, at a salary of $2,000 for 25% time for the spring semester, 1987.

Mr. Sam R. Slaydon, 62, M.Ed. (Stephen F. Austin State University), Part-time Instructor at a salary of $2,000 for 25% time for the spring semester, 1987.

15. Social Work Program

Ms. Kathleen Hurtnett Belanger, 38, M.S.S.W. (University of Texas - Austin), Part-time Instructor in Social Work, at a salary of $1,500 for 25% time for the spring semester, 1987.


Mr. Ray Thomas Johnston, Part-time Instructor in Social Work, at a salary of $2,000 for 25% time for the spring semester, 1987.


Mr. Roger Bruce McNellie, Part-time Instructor in Social Work, at a salary of $1,500 for 25% time for the spring semester, 1987.

Mr. William E. Syers, Jr., Part-time Instructor in Social Work, at a salary of $6,000 for 75% time for the spring semester, 1987.

16. Applied Studies

The following faculty are teaching at the location and for the salary indicated for the spring semester, 1987:

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<tr>
<th>Name</th>
<th>Location</th>
<th>Salary</th>
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<td>Dr. Duke Brannen</td>
<td>Longview</td>
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<td>Dr. Royce Burton</td>
<td>Coffield</td>
<td>4,216</td>
</tr>
<tr>
<td>Dr. Ronald Claunch</td>
<td>Coffield</td>
<td>1,091</td>
</tr>
<tr>
<td>Dr. Charlene Crocker</td>
<td>Humble</td>
<td>1,540</td>
</tr>
<tr>
<td>Dr. Ralph Eddins</td>
<td>Fairfield</td>
<td>1,488</td>
</tr>
<tr>
<td>Dr. Dale Fish</td>
<td>Coffield</td>
<td>1,091</td>
</tr>
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17. University Affairs

Ms. Christine Gallatin, Office Manager in Student Publications, at a salary of $10,683 for twelve months, effective February 11, 1987.

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

87-30
Upon motion of Regent Rusche, seconded by Regent Jones, with all members voting aye, it was ordered that the following changes in status be approved:

1. Department of Elementary Education

Dr. Judy A. Barnes, Part-time Instructor in Elementary Education, from 75% time at $6,000 to 100% time for $7,000 for the spring semester, 1987. Dr. Barnes is needed to supervise a section of student teachers.

Dr. Macra Brunson, Assistant Professor in Elementary Education, for a one-time payment of $1,000 as overload for supervising a section of student teachers.
2. Department of Home Economics

Ms. Janie O. Kenner, Lecturer in Home Economics, to extend her appointment through the spring semester, 1987, at a salary of $8,750 for 100% time for the spring semester, 1987.

3. Department of Mathematics and Statistics

Dr. Robert Ryan Fleet, from Part-time Instructor at a salary of $5,500 for 75% time to Lecturer in Mathematics at a salary of $7,400 for 100% time for the spring semester, 1987.

4. Department of Music

Ms. Suzanne Key, Part-time Instructor in Music, from 50% time at a salary of $6,000 for nine months, to 66.6% time at a salary of $4,000 for the spring semester, 1987.

5. Department of Secondary Education

Ms. Paulette Wright, Lecturer in Secondary Education, for a one-time payment of $1,000 as overload for supervising a section of student teachers.

6. Department of Theatre

Mr. Allen H. Oster, Lecturer in Theatre, for an additional payment of $1,218.75 for the spring semester, 1987. Mr. Oster was needed to teach extra classes due to the resignation of a faculty member.

Dr. Kenneth Waters, Professor of Theatre, for an additional payment of $1,218.75 for the spring semester, 1987. Dr. Waters was needed to teach extra classes due to the resignation of a faculty member.

Dr. Lawrence Zillmer, Professor of Theatre, for an additional payment of $1,218.75 for the spring semester, 1987. Dr. Zillmer was needed to teach extra classes due to the resignation of a faculty member.

7. University Advancement

Dr. Nancy Speck, from Director of University Advancement to Vice President for University Advancement, effective February 11, 1987, with no change in salary.

8. University Affairs
Ms. Jo Ann Thacker, from Traffic Officer at a salary of $5.25 per hour to Police Officer Trainee at a salary of $12,293, effective December 12, 1986.

9. Computer Center

Mr. Ronald Keith Frazier, from Programmer at a salary of $18,200 to Programmer/Analyst I at a salary of $19,500, effective April 1, 1987.

Ms. Elizabeth Ann Mathis from Programmer/Analyst II at a salary of $10,558 for 50% time to a salary of $15,837 for 75% time.

87-31
Upon motion of Regent Wright, seconded by Regent Rusche, with all members voting aye, it was ordered that the following resignations be accepted:

1. Department of Agriculture

Ms. Mary Strong Greer, Beef Farm Manager, effective March 7, 1987.

Dr. Fred G. Hooper, Part-time Instructor in Agriculture, effective January 8, 1987.


Dr. Mike W. Ward, Part-time Instructor in Agriculture, effective January 8, 1987.

2. Department of Art

Ms. Anita Diane Cooke, Visiting Assistant Professor of Art, effective January 1, 1987.

3. Department of Mathematics and Statistics

Mr. Stuart J. Gouvernante, Part-time Instructor in Mathematics, effective January 14, 1987.

4. Department of Music

Dr. Cody Alan Garner, Professor of Music, effective February 23, 1987.

5. Department of Theatre

Dr. Thomas Heino, Professor of Theatre and Chairman of Department, effective February 10, 1987.
6. Division of Nursing

Ms. Janet V. Jones, Lecturer in Nursing, effective February 27, 1987.

7. University Affairs

Ms. Pamela Gotti, Office Manager in Student Publications, effective February 13, 1987.

Ms. Sheena Hachtel, Clinical Laboratory Scientist, effective February 17, 1987.

Ms. Linda Kluckhohn, Counselor, effective April 1, 1987.

8. Computer Center


87-32
Upon motion of Regent Moore, seconded by Regent Rusche, with all members voting aye, it was ordered that the following terminations be approved:

1. Department of Administrative Services

Dr. Andrew H. Ferguson, Assistant Professor in Administrative Services, effective May 31, 1987.

2. Department of Economics and Finance


3. Department of Home Economics

Ms. Marjorie M. Judson, Instructor in Home Economics, effective May 31, 1987

87-33
Upon motion of Regent Bryce, seconded by Regent Stripling, with all members voting aye, it was ordered that the following retirements be accepted:
1. Department of Counseling and Special Educational Programs

Mr. Neill Hayes, Assistant Professor of Counseling and Special Educational Programs, effective August 31, 1987.

Dr. Elnita Stanley, Professor of Counseling and Special Educational Programs, effective August 31, 1987.

2. School of Forestry

Dr. Leonard Burkart, Professor of Forestry, effective May 31, 1987.

3. University Affairs

Ms. Mary Jane Mangham, Senior Clerk in the University Health Clinic, effective March 31, 1987.

4. Administrative and Fiscal Affairs


87-34

Upon motion of Regent Rusche, seconded by Regent Moore, with all members voting aye, it was ordered that the following requests for leave of absence be accepted:

1. Department of Biology

Dr. Charles Mims, Professor of Biology, for the academic year, 1987-88.

2. Department of Health and Physical Education

Mr. Stan Bobo, Instructor in Health and Physical Education, for the academic year 1987-88.

3. Department of Home Economics

Dr. Barbara Barrett, Assistant Professor in Home Economics, from September 1, 1987 to September 1, 1988.

4. Administrative and Fiscal Affairs

Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the following faculty be granted tenure, effective September 1, 1987:

- Dr. Wilbur Rhea Clark, Accounting
- Dr. James Robert Hemingway, Accounting
- Dr. Timothy W. Clipson, Administrative Services
- Dr. R. Dale Perritt, Agriculture
- Dr. John P. Walter, Agriculture
- Dr. Dale E. Fish, Counseling and Special Educational Programs
- Dr. Hebe Mace, English
- Dr. Malcolm D. MacPeak, Forestry
- Dr. Ernest Ledger, Geology
- Dr. Larell Neilson, Geology
- Dr. Pedro Escamilla, Modern Languages
- Mr. Andrew Parr, Music
- Dr. Douglas Prewitt, Secondary Education
- Dr. Robert Szafran, Sociology

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

- Regents Professor for Teaching -
  Dr. David Petty, Professor of Sociology

- Regents Professor for Research -
  Dr. Neal Houston, Professor of English

Upon motion of Regent Rusche, seconded by Regent Moore, with all members voting aye, it was ordered that the designation of the Home Economics major in Food Systems Management be changed to Hotel/Restaurant Management and that the administration be authorized to seek approval from the Coordinating Board for the change.

Upon motion of Regent Rusche, seconded by Regent Moore, with all members voting aye, it was ordered that the 1987 Summer Budget, as submitted under separate cover, be approved.
FINANCIAL CERTIFICATION

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

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

2. That all funds are on deposit with approved depositories as authorized by the Board on July 28, 1986.

87-39
Upon motion of Regent Bryce, seconded by Regent Wright, with all members voting aye, it was ordered that the Administration be authorized to accept bids for the purchase of a mini-bus and the President authorized to sign the purchase order with the approval of the Chairman of the Board.

Source of Funds: Auxiliary Enterprise Surplus

87-40
Upon motion of Regent Jones, seconded by Regent Rusche, with all members voting aye, it was ordered that the Administration be authorized to accept bids for the purchase of a disc drive for the mainframe computing system.

Source of Funds: Higher Education Assistance Fund

87-41
Upon motion of Regent Bryce, seconded by Regent Stripling, with all members voting aye, it was ordered that the contract with Rotan-Mosle Securities Corporation, to serve as the University's financial advisor in designing and selling a bond issue to finance the expansion of the field house, be approved and the Chairman of the Board be authorized to sign the contract.

87-42
Upon motion of Regent Stripling, seconded by Regent Rusche, with all members voting aye, it was ordered that the contract with Pineywoods Investment Co., Inc. in the amount of $325,000 for the Miscellaneous Projects-1987 be approved.
as listed below and that the Chairman of the Board be authorized to sign the contract: (See Page for Contract)

1. Replacement of exit doors and frames at Halls 8, 10, 11, 15, 17, and 18 and at the Coliseum.
   Source of Funds: Repair and Replacement Funds and Pledged Property Surplus

2. Replace Ticket Booths at Homer Bryce Stadium.
   Source of Funds: Pledged Property Surplus

   Source of Funds: Repair and Replacement Funds

4. Construction of a Restroom and Storage Facility at Intramural Field.
   Source of Funds: Pledged Property Surplus

87-43
Upon motion of Regent Wright, seconded by Regent Rusche, with all members voting aye, it was ordered that the budget for the Miscellaneous Projects - 1987 be approved as presented below:

<table>
<thead>
<tr>
<th>Contract Work</th>
<th>$325,000</th>
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<tbody>
<tr>
<td>Architects &amp; Engineering Fees</td>
<td>26,000</td>
</tr>
<tr>
<td>Administration</td>
<td>5,000</td>
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</tbody>
</table>

Total Budget $356,000

87-44
Upon motion of Regent Rusche, seconded by Regent Moore, with all members voting aye, it was ordered that the contract in the amount of $162,700 with Hayes-Miller Roofing, Inc. for the Re-roofing Project-1987 (Music Building, Boynton Building, Security Building, and Hall 14) be approved and that the Chairman of the Board be authorized to sign the contract. (See Page for Contract)

Source of Funds: Ad Valorem Tax Funds - (Estimated 40% of Project Cost)
Repair and Replacement Reserves - (Estimated 60% of Project Cost)

87-45
Upon motion of Regent Moore, seconded by Regent Rusche, with all members voting aye, it was ordered that the budget for the Re-roofing Project-1987 be approved as presented below:
Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the contract in the amount of $39,997.00 with Southwest Engineers for the removal of P.C.B. contaminates in electrical transformers be approved and that the Chairman of the Board be authorized to sign the contract.

Source of Funds: Repair and Replacement Reserve
Ad Valorem Tax Funds.

Upon motion of Regent Jones, seconded by Regent Wright, with all member voting aye, it was ordered that the contract in the amount of $149,650.00 with Whitaker Environmental Services, Inc. for the removal of asbestos in Halls 7, 10, and 13 be approved and that the Chairman of the Board be authorized to sign the contract.

Source of Funds: Repair and Replacement Reserves

Upon motion of Regent Rusche, seconded by Regent Moore, with all members voting aye, it was ordered that the contract in the amount of $134,440.00 with Adden Furniture, Inc. for refurnishing of Mays Hall be approved and that the Chairman of the Board be authorized to sign the contract.

Source of Funds: Repair and Replacement Reserves

Upon motion of Regent Bryce, seconded by Regent Stripling, with all members voting aye, it was ordered that the Administration be authorized to re-bid the bedding portion of furnishings for Mays Hall, and that the President be authorized to sign the purchase order.

Source of Funds: Repair and Replacement Reserves

Upon motion of Regent Moore, seconded by Resent Stripling, with all members voting aye, it was ordered that the contract in the amount of $105,272.00 with East Texas Carpets, Inc. for recarpeting Halls 15, 17, 18, and 19 in
the hallways be approved and that the Chairman of the Board be authorized to sign the contract.

Source of Funds: Repair and Replacement Reserves

87-51
Upon motion of Regent Bryce, seconded by Regent Rusche, with all members voting aye, it was ordered that the contract in the amount of $120,321.75 with F. R. Lewis Construction Company for the Drainage and Parking Improvements at the Units be approved and the Chairman of the Board be authorized to sign the contract. (See page for Contract).

Source of Funds: Pledged Property Surplus

87-52
Upon motion of Regent Moore, seconded by Regent Stripling, with all members voting aye, it was ordered that the budget for the Drainage and Parking Improvements at the Units be approved as presented below:

<table>
<thead>
<tr>
<th>Contract Work</th>
<th>$120,321.75</th>
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<tbody>
<tr>
<td>Architects and Engineering Fees</td>
<td>11,000.00</td>
</tr>
<tr>
<td>Administration</td>
<td>2,500.00</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$133,821.75</strong></td>
</tr>
</tbody>
</table>

87-53
Upon motion of Regent Bryce, seconded by Regent Rusche, with all members voting aye, it was ordered that the contract in the amount of $8,340.00 with Tower Engineering for the replacement of the cooling tower on the Boynton Building be ratified.

Source of Funds: Ad Valorem Tax Funds

87-54
Upon motion of Regent Rusche, seconded by Regent Jones, with all members voting aye, it was ordered that the contract in the amount of $87,678.00 with Carrier Building Services for the replacement of the chillers at Home Economics North, Forestry, and the Music Building be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Ad Valorem Tax Funds

87-55
Upon motion of Regent Moore, seconded by Regent Stripling, with all members voting aye, it was ordered that the
contract in the amount of $46,800.00 with Drew Wood Construction for the replacement of boilers at Halls 14 and 16 be approved and the Chairman of the Board be authorized to sign the contract.

Source of Funds: Repair and Replacement Reserves

87-56
Upon motion of Regent Rusche, seconded by Regent Stripling, with all members voting aye, it was ordered that the Administration be authorized to take bids for the repair of the spillway, dam and drainage ditch at Hall 20, and that the President be authorized to sign the contract with the approval of the Chairman of the Board.

Source of Funds: Balance Remaining in the Construction Account and Pledged Property Surplus if needed.

87-57
Upon motion of Regent Stripling, seconded by Regent Bryce, with all members voting aye, it was ordered that an easement and right of way for water line access to land leased by the city for a water tower facility be ratified.

87-58
Upon motion of Regent Moore, seconded by Regent Jones, with all members voting aye, it was ordered that the preliminary plans for the Field House expansion be approved.

Source of Funds: Pledged Property Surplus and/or Bond Proceeds

87-59
Upon motion of Regent Stripling, seconded by Regent Rusche, with all members voting aye, it was ordered that the Resolution honoring Mr. Larry Jackson be approved. (See page for Resolution).

87-60
Upon motion of Regent Moore, seconded by Regent Bryce, with all members voting aye, it was ordered that the Resolution honoring Mr. William Fletcher Garner be approved. (See page for Resolution).
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

AGREEMENT

made as of the Twenty First day of April in the year of Nineteen Hundred and Eighty Seven

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

AND THE CONTRACTOR: PINEYWOODS INVESTMENT CO., Inc.
P. O. BOX 1068
808 N. UNIVERSITY DRIVE
Nacogdoches, Texas 75961

THE PROJECT: MISCELLANEOUS PROJECTS - 1987
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: MARSELLOS AND SCOTT
ARCHITECTS-ENGINEERS
404 PERRY BUILDING
LUFKIN, TEXAS 75901

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

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

ARTICLE 2
THE WORK

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

MISCELLANEOUS PROJECTS - 1987

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 and subject to authorized adjustments, Substantial Completion shall be achieved as follows:

EAST COLLEGE CAFETERIA:

Start May 18, 1987
Stop construction from June 10 thru June 22 to allow

ALL OTHER PROJECTS:

Start April 22, 1987
The Contractor further agrees to pay as liquidated damages the sum of $150.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($325,000.00) out of current funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

BASE BID & CONTRACT AMOUNT $325,000.00
ARTICLE 5
PROGRESS PAYMENTS

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

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to Ninety (90%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

ARTICLE 6
FINAL PAYMENT

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

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.

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

Drawings and Specifications entitled
"MISCELLANEOUS PROJECTS - 1987"
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS"
Sheet and Section numbers as listed in Paragraph 1.1 of "Supplementary Conditions" and the following:

1. Addendum NO. 1, dated March 11, 1987, Pages 1 thru 2
   Addendum NO. 2, dated March 23, 1987, Pages 1 thru 2
2. This contract is to cover the General Contract work, Plumbing, Mechanical and Electric work, complete.
3. The said Drawings and each of all said Specifications and "General Conditions" are made part of this Agreement for all intents and purposes, provided that if anything in the said "General Conditions" of the Contract is in conflict with this Agreement, this Agreement shall control and govern.

4. The work called for and included in this Agreement is to be subject to the observation of the Architect above named and his determination of the true meaning and proper construction of the Drawings and Specifications shall be considered as final.

5. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

   1.) That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

   2.) That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress
Approved July 30, 1957, as Acceptable Sureties on Federal
Bonds and within the Underwriting limitations listed therein
for any single risk.

Bond shall comply with requirements of all state laws; in-
cluding those of Article 5160 Revised Civil Statues of Texas,
1925, as amended by House Bill 344, Acts 56th Legislature,
Regular Session, 1959, effective April 27, 1959.

6. The Contractor shall effect, pay for and maintain during the
life of this Contract insurance acceptable to the Owner, con-
forming to the following schedule:

a) Compensation and Employer's Liability Insurance:
As required by the laws of the State of Texas; Employer's
Liability Insurance, $500,000.00.

b) Comprehensive General Liability Insurance:
In an amount not less than $500,000.00 for injuries, including
personal injury or accidental death to any one person, and in
an amount not less than $500,000.00 on account of one occur-
rence; Property Damage Insurance in an amount not less than
$300,000.00.

Comprehensive Auto Liability:

Bodily Injury Liability:
$500,000.00 - each person
$500,000.00 - each occurrence

Property Damage Liability
$300,000.00 - each occurrence
c) Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

d) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. Bodily Injury
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2. Property Damage
   $300,000.00 (each occurrence)

e) Completed Operations: Continue coverage in force for one year after completion of work.

f) Comprehensive Castastrophic Liability Insurance (Umbrella Liability)
   $1,000,000.00

g) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.
7. **Builder's Risk Insurance:** The Contractor shall provide

Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified on Page 6 of "Supplementary Conditions" on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

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

8. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

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

<table>
<thead>
<tr>
<th>Labor</th>
<th>$35,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials</td>
<td>$190,000.00</td>
</tr>
</tbody>
</table>

**Total** $325,000.00

Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS

STEPHEN F. AUSTIN STATE UNIVERSITY

BY

CHAIRMAN

PINEYWOODS INVESTMENT CO., INC.
P. O. BOX 1068
808 N. UNIVERSITY DRIVE
NACOGDOCHES, TEXAS 75961

ADDRESS

SEAL

READ AND EXAMINED:

Secretary

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner

(2) Title of authorized official

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

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1)

Pineywoods Investment Co., Inc. of (2) Nacogdoches, Texas hereinafter called Principal and (3) United States Fidelity and Guaranty Company... of Dallas State of Texas, hereinafter called the Surety, are held and firmly bound into (4)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, in the penal sum of Three Hundred Twenty-Five Thousand and No/100 DOLLARS ($325,000.00), in lawful money of the United States, to be paid in (5) NACOGDOCHES COUNTY, TEXAS

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas,

the Principal entered into a certain Contract with (6)

BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

the Owner, dated the 21st day of April, A. D., 1987, a copy of which is attached hereto and made a part hereof for the construction of:

Miscellaneous Projects - 1987, Stephen F. Austin State University, Nacogdoches, Texas 75962

(Herein called the "Work").
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless of the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County, State of Texas and that the said Surety, for value received hereby stipulates agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to the Specifications.

PROVIDED, HOWEVER, that this bond be executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 21st day of April, A.D., 1987.

ATTEST:

PINEWOODS INVESTMENT CO., INC.
Principal

R. Gerald Jones, President

(Principal) Secretary

R. Gerald Jones, President

SEAL

Witness as to Principal

Address

ATTEST:

UNITED STATES FIDELITY AND GUARANTY
Surety

Joe Max Green

Witness as to Surety

Nacogdoches, Texas

Address

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

GENERAL POWER OF ATTORNEY

No. 81725

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, 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) Karl H. Doerre

Vice-President.

(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, H. Ronald Kirkland, 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 affidavit was 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 whatever, 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 April 21, 19 (Date).

Theodore G. Parks

Assistant Secretary.
PAYSMENT BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we

(1) Pineywoods Investment Co., Inc.

a (2) Corporation

of Nacogdoches, Texas hereinafter called Principal and

(3) United States Fidelity and Guaranty Company of Dallas, State of Texas hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY

hereinafter called Owner, unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of Three Hundred Twenty-Five Thousand and No/100


DOLLARS ($ 325,000.00)

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

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 21st day of March, A.D., 1987.
a copy of which is hereto attached and made a part hereof for the
construction of: Miscellaneous Projects - 1987, Stephen F. Austin
State University, Nacogdoches, Texas 75962

NOW THEREFORE, the condition of this obligation is
such that, if the Principal shall promptly make payment to all
claimants as defined in Article 5160 Revised Civil Statutes of
Texas, 1925, as amended by House Bill 344. Acts 56th Legislature.
Regular Session, 1959, effective April 27, 1959, supplying labor
and materials in the prosecution of the work provided for in said
Contract, then this obligation shall be null and void; otherwise,
it shall remain in full force and effect.

This bond is made and entered into solely for the pro-
tection of all claimants supplying labor and materials in the pro-
secution of the work provided for in said Contract, and all such
claimants shall have a direct of action under the bond as
provided in Article 5160, Revised Civil Statutes, 1925, as
1959.

PROVIDED FURTHER, that if any legal action be filed upon
this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received
hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or to the work
to be performed thereunder or the Specifications accompanying the
same shall in any wise affect its obligation on this bond, and it
does hereby waive notice of any change, extension of time, alteration
or addition to the terms of the Contract or to the work or to the
Specifications.

PROVIDED FURTHER, that no final settlement between
the Owner and the Contractor shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original. This the 21st day of April, A.D., 1987.

ATTEST:

PINEWOODS INVESTMENT CO., INC.
Principal

[Signature]
(Principal) Secretary

BY [Signature]
R. Gerald Jones, President

SEAL

Witness as to Principal

Address

ATTEST:

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

[Signature]
(Surety) Secretary

[Signature]
Witness as to Surety

Address

Nacogdoches, Texas

NOTE: Date of Bond must not be prior to date of Contract.
(1) Correct name of Contractor
(2) A Corporation, A Partnership or an Individual, as case may be.
(3) Correct name of Surety
(4) Correct name of Owner
(5) County or Parish and State
(6) Owner
(7) If Contractor is Partnership, all partners should execute bond.
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 them, the said Karl H. Doerre, whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; and the said 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 affidavit was made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, and 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 verify believe the signature to be his genuine signature.

In Testimony Whereof, I hereeto 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.

1. 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 April 21, 1987.

(Date)

Theodore G. Parks

Assistant Secretary.
CERTIFICATE OF INSURANCE
AIA DOCUMENT C705

This certificate is issued as a matter of information only and confers no rights upon the addressee. It does not amend, extend or alter the coverage afforded by the policies listed below.

Name and Address of Insured: Pineywoods Investment Co
Gerald Jones, P.O. Box 1068, Nacogdoches, TX

Covering (Project Name and Location):

Addressee: Board of Regents
Stephen F. Austin State University
P.O. Box 6108, SFA Station
Nacogdoches, TX 75962

This is to certify that the following described policies, subject to their terms, conditions and exclusions, have been issued to the above named insured and are in force at this time.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>CO. CODE</th>
<th>POLICY NUMBER</th>
<th>EXPIRATION DATE</th>
<th>LIMITS OF LIABILITY IN THOUSANDS</th>
<th>EACH OCCURRENCE</th>
<th>AGGREGATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. (a) Workers Compensation</td>
<td>A</td>
<td>1855365871</td>
<td>3-18-88</td>
<td>Statutory Bodily Injury</td>
<td>$500 Each Accident</td>
<td></td>
</tr>
<tr>
<td>(b) Employer’s Liability</td>
<td></td>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>2. Comprehensive General Liability including:</td>
<td>A</td>
<td>TMP</td>
<td>3-18-88</td>
<td>Bodily Injury</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>□ Premises - Operations</td>
<td>0726800473</td>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td>□ Independent Contractors</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>□ Products and Completed Operations</td>
<td></td>
<td></td>
<td></td>
<td>Applied to Products and Completed Operations Hazard</td>
<td>$500 (Personal Injury)</td>
<td></td>
</tr>
<tr>
<td>□ Broad Form Property Damage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Contractual Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Explosion and Collapse Hazard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Underground Hazard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>□ Personal Injury with Employment Exclusion Deleted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability</td>
<td>A</td>
<td>1CC</td>
<td>3-18-88</td>
<td>Bodily Injury (Each Person)</td>
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<tr>
<td>□ Owned</td>
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<td></td>
<td>Bodily Injury (Each Accident)</td>
<td>$500</td>
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<tr>
<td>□ Hired</td>
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<td>Property Damage</td>
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</tr>
<tr>
<td>□ Non-Owned</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Applies to Products and Completed Operations Hazard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Excess Liability</td>
<td>A</td>
<td>CEP</td>
<td>3-18-88</td>
<td>Bodily Injury</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Umbrella Form</td>
<td>043758649</td>
<td></td>
<td></td>
<td>Property Damage</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>□ Other than Umbrella</td>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury and Property Damage Combined</td>
<td>$1,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>5. Other (Specify)</td>
<td>A</td>
<td>BRO</td>
<td>7-30-87</td>
<td></td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>Builder’s Risk</td>
<td>5630343A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All-Risk</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Products and Completed Operations coverage will be maintained for a minimum period of □ 1 □ 2 year(s) after final payment.
2. Has each of the above listed policies been endorsed to reflect the company's obligation to notify the addressee in the event of cancellation or non-renewal? □ Yes □ No

CERTIFICATION
I hereby certify that I am an authorized representative of each of the insurance companies listed above, and that the coverages afforded under the policies listed above will not be cancelled or allowed to expire unless thirty (30) days written notice has been given to the addressee of this certificate.

Joe Max Green Insurance Agency, Inc.
Name of Issuing Agency
P.O. Box 1202, Nacogdoches, TX 75963
Address

Signature of Authorized Representative
4-2-87
Date of Issue
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

made as of the Twenty First day of April in the year of Nineteen Hundred and Eighty Seven

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

AND THE CONTRACTOR: HAYES MILLER ROOFING, INC. 505 EAST COTTON STREET LONGVIEW, TEXAS 75606

THE PROJECT: RE-ROOFING - 1987
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS

THE ARCHITECT: MARSELLOS AND SCOTT ARCHITECTS-ENGINEERS 404 PERRY BUILDING LUFKIN, TEXAS 75901

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

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

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for RE-ROOFING 1987

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 about MAY 16, 1987 and, subject to authorized adjustments, Substantial Completion shall be achieved not later than AUGUST 10, 1987.
The Contractor further agrees to pay as liquidated damages the sum of $150.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in Paragraph 1.41 of "Supplementary Conditions" and in "Proposal".

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract sum of ONE HUNDRED SIXTY TWO THOUSAND SEVEN HUNDRED DOLLARS ($162,700.00) out of current funds available to the Owner for expenditure for the use and benefit of Stephen F. Austin State University.

The Contract Sum is determined as follows:

BASE BID & CONTRACT AMOUNT $162,700.00
ARTICLE 5

PROGRESS PAYMENTS

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

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

ARTICLE 6

FINAL PAYMENT

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those conditions.

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

Drawings and Specifications entitled "RE-ROOFING - 1987 STEPHEN F. AUSTIN STATE UNIVERSITY, NACOGDOCHES, TEXAS"

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

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

3. The work called for and included in this Agreement is to be subject to the observation of the Architect above named and his determination of the true meaning and proper construction of the Drawings and Specifications shall be considered as final.

4. The Contractor shall pay premium for and furnish Performance Bond and Payment Bond in amount of 100% of Contract Price; on form to be furnished by Architect, with sureties acceptable to the Owner, conditioned:

1.) That Contractor shall faithfully perform his Contract and fully indemnify and save Owner harmless from all costs and damages which may be suffered by reason of failure to do so, and fully reimburse and repay Owner all outlay and expense which Owner may incur in making good any default.

2.) That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

Surety Companies shall be on approved list of U. S. Treasury Department of "Companies holding Certificates of Authority from the Secretary of the Treasury under the Act of Congress.
Approved July 30, 1957, as Acceptable Sureties on Federal Bonds and within the Underwriting limitations listed therein for any single risk.

Bond shall comply with requirements of all state laws; including those of Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959.

5. The Contractor shall effect, pay for and maintain during the life of this Contract insurance acceptable to the Owner, conforming to the following schedule:

a) Compensation and Employer's Liability Insurance:
   As required by the laws of the State of Texas; Employer's Liability Insurance, $500,000.00.

b) Comprehensive General Liability Insurance:
   In an amount not less than $500,000.00 for injuries, including personal injury or accidental death to any one person, and in an amount not less than $500,000.00 on account of one occurrence; Property Damage Insurance in an amount not less than $300,000.00.

Comprehensive Auto Liability:

Bodily Injury Liability:
$500,000.00 - each person
$500,000.00 - each occurrence

Property Damage Liability
$300,000.00 - each occurrence
c) Include Broad Form Property Damage Insurance. Remove "XCU" Exclusions (Explosion, collapse, underground property damage). Include damage to underground wiring, conduits, piping.

d) Contractual Liability Insurance: As applicable to the Contractor's obligations under Paragraph 4.18 of "General Conditions". The Contractor shall obtain at his expense Owner's Protective Liability Insurance Policy naming the Owner and the Architect/Engineer as insured with the following limits:

1. Bodily Injury
   $500,000.00 (each person)
   $500,000.00 (each occurrence)

2. Property Damage
   $300,000.00 (each occurrence)

e) Completed Operations: Continue coverage in force for one year after completion of work.

f) Comprehensive Catastrophic Liability Insurance (Umbrella Liability)
   $1,000,000.00

g) Before commencement of operations hereunder, Contractor shall furnish to the Architect, photostatic copies of the above mentioned insurance policies, together with a certificate from the insurance carrier that the insurance will not be cancelled or permitted to lapse until fifteen (15) days written notice of said impending cancellation has been given to the Owner.
6. **Builder's Risk Insurance:** The Contractor shall provide Builder's Risk Insurance (Fire, extended coverage, vandalism and malicious mischief) as specified in Paragraph 1.5A of "Supplementary Conditions" on a 100% completed value basis in the names of the Contractor, Subcontractors, Owner and Architect, as their interests appear.

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

7. The Contractor shall complete the several portions and the whole of the work called for under this Agreement and shall deliver said improvements and premises, upon completion, to the Owner, free and clear of all liens and claims for labor furnished or materials used and other indebtedness whatsoever.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>89,126.00</td>
</tr>
<tr>
<td>Materials</td>
<td>73,574.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$162,700.00</strong></td>
</tr>
</tbody>
</table>

9. Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).
IN WITNESS WHEREOF, the parties of these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

SEAL

BOARD OF REGENTS
STEVEN F. AUSTIN STATE UNIVERSITY

SEAL

BY

CHAIRMAN

HAYES MILLER ROOFING, INC.
505 EAST COTTON STREET
LONGVIEW, TEXAS 75606

ADDRESS

READ AND EXAMINED:

Secretary

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner
(2) Title of authorized official
(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest.

Give proper title of each person executing Contract.
PERFORMANCE BOND

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

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

KNOW ALL MEN BY THESE PRESENTS: That we (1) HAYES-MILLER ROOFING, INC. of (2) CORPORATION hereinafter called Principal and (3) Employers Ins. of Wausau, A Mutual Company of Wausau State of Wisconsin hereinafter called the Surety, are held and firmly bound into (4) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY hereinafter called Owner, in the penal sum of One hundred sixty two thousand, seven hundred DOLLARS ($162,700.00), in lawful money of the United States, to be paid in (5) NACOGDOCHES COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY, the Owner, dated the 1st. day of April 1987, a copy of which is attached hereto and made a part hereof for the construction of:

RE-ROOFING - 1987, STEPHEN F. AUSTIN UNIVERSITY, NACOGDOCHES, TEXAS

(Herein called the "Work").
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and, if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless of the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall repair any and all defects in said work occasioned by and resulting from defects in materials furnished by, or workmanship of the Principal in performing the work covered by said Contract, occurring within a period of two (2) years from the date of the Contract Completion Certificate, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond venue shall lie in Nacogdoches County. State of Texas and that the said Surety, for value received hereby stipulates agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to the Specifications.

PROVIDED, HOWEVER, that this bond be executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by Acts of the 56th Legislature, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 1ST day of APRIL, A.D., 1987.

ATTEST:

HAYES-MILLER ROOFING, INC.
Principal

BY

William Miller
P. O. Box 788

LONGVIEW, TX 75606

SEAL

Witness as to Principal
R. J. BESTEMAN
(Surety) Secretary

P. O. Box 788

LONGVIEW, TX 75606

Address

ATTEST:

Employers Ins. of Wausau, A Mutual Co.
Surety

BY

George Grantham
Attorney-in-Fact GEORGE GRANTHAM

Witness as to Surety

WAUSAU, WISCONSIN

Address

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

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint

GEORGE GRANTHAM

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF, NOT TO EXCEED THE PENAL SUM OF FIVE MILLION DOLLARS ($5,000,000).

and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the senior vice president and attested by its assistant secretary, and its corporate seal to be hereeto affixed this 1ST day of MARCH 1986.

By

R. C. Retterath
Senior Vice President

Attest:

R. J. Besteman
Assistant Secretary

STATE OF WISCONSIN
COUNTY OF MARATHON

On this 1ST day of MARCH 1986, before me personally came

R. C. Retterath to me known, who being by me duly sworn, did depose and say that he is a senior vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Kleman Notary Public

STATE OF WISCONSIN
COUNTY OF MARATHON

I, the undersigned, assistant secretary of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a Wisconsin corporation, do hereby certify that the foregoing and attached power of attorney, WHICH MUST CONTAIN A VALIDATING STATEMENT PRINTED IN THE MARGIN THEREOF IN RED INK, remains in full force and has not been revoked; and furthermore that the resolution of the Board of Directors set forth in the power of attorney is still in force.

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 1ST day of APRIL 1987.

R. J. Besteman Assistant Secretary
(To be used in Texas as required by Chapter 93 of the Regular Session of the 56th Legislature of Texas)

THE STATE OF ________________ TEXAS ______________________

COUNTY OF ________________ NACOGDOCHES ________________

KNOW ALL MEN BY THESE PRESENTS: That we

(1) HAYES-MILLER ROOFING, INC. ____________________________________________

a (2) CORPORATION __________________________________________________________

of ________________ TEXAS ______________________ hereinafter called Principal and

Employers Insurance of Wausau,

(3) A Mutual Company ______________________ of Wausau ______________________,

State of ________________ Wisconsin ______________________ hereinafter called the Surety,

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

STEPHEN F. AUSTIN STATE UNIVERSITY _________________________________________

hereinafter called Owner, unto all persons, firms, and corpora-

tions who may furnish materials for, or perform labor upon the

building or improvements hereinafter referred to in the penal sum

of One hundred sixty two thousand, seven hundred ________________

____________________ DOLLARS($ 162,700.00) ______________________

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

NACOGDOCHES COUNTY, TEXAS, for the payment of which sum well and

truly to be made, we bind ourselves, our heirs, executors, adminis-

trators and successors, jointly and severally. firmly by these

presents.

THE CONDITION OF THIS OBLIGATION is such that

Whereas, the Principal entered into a certain contract with

(6) BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY,

the Owner. dated the__1st.____day of__April____, A.D., 1987 ________________
a copy of which is hereto attached and made a part hereof for the
construction of: _RE-ROOFING - 1987_, STEPHEN F. AUSTIN

UNIVERSITY, NACOGDOCHES, TEXAS

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959, effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct of action under the bond as provided in Article 5160, Revised Civil Statutes, 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Nacogdoches County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the 1ST day of APRIL, A.D., 1987.

ATTEST:

[Signature]
(Principal) Secretary

[Signature]
Witness as to Principal
P.O. Box 788
Longview, TX 75606
Address

ATTEST:

[Signature]
Employers Ins. of Wausau, A Mutual Co.
Surety

[Signature]
Attorney-in-Fact GEORGE GRANTHAM

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

That the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal office in the City of Wausau, County of Marathon, State of Wisconsin, has made, constituted and appointed, and does by these presents make, constitute and appoint

GEORGE GRANTHAM

its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver ANY OR ALL BONDS, UNDERTAKINGS, RECOGNIZANCES OR OTHER WRITTEN OBLIGATIONS IN THE NATURE THEREOF, NOT TO EXCEED THE PENAL SUM OF FIVE MILLION DOLLARS ($5,000,000), and to bind the corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the corporation and duly attested by its secretary hereby ratifying and confirming all that the said attorney-in-fact may do in the premises.

This power of attorney is granted pursuant to the following resolution adopted by the Board of Directors of said Company at a meeting duly called and held on the 18th day of May, 1973, which resolution is still in effect:

"RESOLVED, that the President and any Vice President — elective or appointive — of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company bonds, undertakings and all contracts of suretyship; and that any secretary or assistant secretary be, and that each or any of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company."

"FURTHER RESOLVED, that the signatures of such officers and the seal of EMPLOYERS INSURANCE OF WAUSAU A Mutual Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures and facsimile seal shall be valid and binding upon the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, EMPLOYERS INSURANCE OF WAUSAU A Mutual Company has caused these presents to be signed by the senior vice president and attested by its assistant secretary, and its corporate seal to be hereeto affixed this 1ST day of MARCH, 1986.

EMPLOYERS INSURANCE OF WAUSAU A Mutual Company

By

R. C. Retterath
Senior Vice President

Attest:

R. J. Besteman
Assistant Secretary

STATE OF WISCONSIN
COUNTY OF MARATHON

On this 1ST day of MARCH, 1986, before me personally came R. C. Retterath, to me known, who being by me duly sworn, did deposes and say that he is a senior vice president of the EMPLOYERS INSURANCE OF WAUSAU A Mutual Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the said affixed to said instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Patricia A. Kleman
Notary Public

STATE OF WISCONSIN
MY COMMISSION EXPIRES JUNE 8, 1986

CITY OF WAUSAU
COUNTY OF MARATHON

CERTIFICATE

Signed and sealed in the City of Wausau, Marathon County, State of Wisconsin, this 1ST day of APRIL, 1987.

R. J. Besteman
Assistant Secretary
STATE OF TEXAS
COUNTY OF Nacogdoches

THIS AGREEMENT, made and entered into this day of A. D. 1987, by and between Stephen F. Austin State University of the County of Nacogdoches and the State of Texas, acting through Larry Jackson, Chairman, Board of Regents, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and F.R. Lewis Construction Co., Inc. of the City of Nacogdoches, County of Nacogdoches and of the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Construction of Parking Area Improvements
Resident Halls, Units 1, 2, and 3

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Schaumburg & Polk, Inc. Consulting Engineers herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.
The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same calendar days within 60 working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Stephen F. Austin State University
Party of the First Part (OWNER)

By: Lawayne
ATTEST: W. A. Hirst

F.R. Lewis Construction Co., Inc.
Party of the Second Part (CONTRACTOR)

By: James Hess
ATTEST: Irvin J. Magee
PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That F.R. Lewis Construction Co., Inc., of the City of Nacogdoches, County of Nacogdoches, and State of Texas, as principal, and Fairmont Insurance Company and Chilton Insurance Company, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Stephen F. Austin State University (Owner), in the penal sum of One Hundred Twenty Thousand Three Hundred Twenty-One Dollars ($120,321.75), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ______ day of ____________, 1987, to Construct Parking Area Improvements Resident Halls, Units 1, 2, and 3 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, 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 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ______ day of ______ 19____7

F.R. Lewis Construction Co., Inc.  Fairmont Insurance Company
Principal  Chilton Insurance Company

By  By

Title  Title

Address  Address

P.O. Drawer 1878  P. O. Box 1202
Nacogdoches, Texas 75963  Nacogdoches, Texas 75963-1202

The name and address of the Resident Agent of Surety is:

Joe Max Green Insurance Agency, Inc.

P. O. Box 1202, Nacogdoches, Texas 75963-1202
FAIRMONT INSURANCE COMPANY
Burbank, California

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

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

PHILIP E. MARSH

of Nacogdoches, Texas

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

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

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

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

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

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

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

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

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

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

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

[Signature]
HARRIET LAMBERG
Notary Public in and for said County and State.

CERTIFICATION

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

Signed and Sealed at Burbank, California, this 7th day of April, 1987.

[Signature]
Title: Assistant Secretary
KNOW ALL MEN BY THESE PRESENTS:

That CHILTON INSURANCE COMPANY, a Texas corporation, does hereby make, constitute and appoint

PHILIP E. NAVAR — — — — — — — — — — — — of Nacogdoches, Texas

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

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

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

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

ARTICLE V, Section 15, ATTORNEYS IN FACT AND AGENTS. The chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation may appoint attorneys in fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the corporation to execute and deliver, and affix the seal of the Corporation thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him or her.

ARTICLE V, Section 16, AUTHORITY TO BOND. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the corporation when signed by the chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation and duly attested and sealed, if a seal is required, by the secretary or assistant secretary, or shall be valid and binding upon the corporation when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney

his power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CHILTON INSURANCE COMPANY at a meeting duly called and held on the 19th day of April, 1985.

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

WITNESS WHEREOF, CHILTON INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of April, 1985.
State of California
County of Los Angeles

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

Subscribed and sworn to me this 16th day of April, 1985.

[Signature]

Notary Public
for said County and State.

CERTIFICATION

I, Trude A. Tsujimoto, the Secretary of CHILTON INSURANCE COMPANY, that the foregoing power of attorney and the above quoted Sections 15. and 16. Article V of the Bylaws have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Burbank, California, this 7th day of April, 1987.

[Signature]

Title: Secretary
PAYMENT BOND

STATE OF TEXAS  
COUNTY OF Nacogdoches

KNOW ALL MEN BY THESE PRESENTS: That F.R. Lewis Construction Co., Inc., of the City of Nacogdoches, County of Nacogdoches, and State of Texas, as
principal, and Fairmont Insurance Company and Chilton Insurance Company, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto (Owner), in the penal sum of One Hundred Twenty Thousand Three Hundred Twenty-One Dollars ($120,321.75) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of , 1987, to Construct Parking Area Improvements Resident Halls, Units 1, 2, and 3 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a 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 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this____ day of____________________, 19__87__

F.R. Lewis Construction Co., Inc.  
Principal
By ________________
Title ________________
Address P.O. Drawer 1878  
Nacogdoches, Texas 75963

Fairmont Insurance Company  
Chilton Insurance Company  
Surety
By ________________
Title ________________
Address P.O. Drawer 1878  
Nacogdoches, Texas 75963

The name and address of the Resident Agent of Surety is:

Joe Max Green Insurance Agency, Inc.  
P. O. Box 1202, Nacogdoches, Texas 75963-1202
FAIRMONT INSURANCE COMPANY
Burbank, California

POWER OF ATTORNEY

NOW ALL MEN BY THESE PRESENTS:

That FAIRMONT INSURANCE COMPANY, a California Corporation, does hereby make, constitute and
appoint PHILIP E. MAHAR-------------------------- of Nacooyduches, Texas.

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

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

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

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

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

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

is power of attorney is signed and sealed by facsimile under and by the authority of the following Resolu-

tion adopted by the Board of Directors of FAIRMONT INSURANCE COMPANY at a meeting duly called
held on the 4th day of October, 1983:

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

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

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

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

[Signature]
HARRIET LAMBELL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 27, 1988

CERTIFICATION

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

Signed and Sealed at Burbank, California, this 7th day of April, 1987.

[Signature]
Trude A. Tsujimoto
Title: Assistant Secretary
KNOW ALL MEN BY THESE PRESENTS:

That CHILTON INSURANCE COMPANY, a Texas corporation, does hereby make, constitute and appoint

PHILIP E. MAJAR

of Nacogdoches, Texas

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

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

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

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

ARTICLE V. Section 15. ATTORNEYS IN FACT AND AGENTS. The chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the corporation to execute and deliver, and affix the seal of the Corporation thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him or her.

ARTICLE V. Section 16. AUTHORITY TO BEND. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the corporation when signed by the chairman of the board, the president, the vice president, the chief financial officer, or the secretary of the corporation and duly attested and sealed, if a seal is required, by the secretary or assistant secretary, or shall be valid and binding upon the corporation when duly executed and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent, pursuant to and within the limits of the authority granted by his or her power of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CHILTON INSURANCE COMPANY at a meeting duly called and held on the 12th day of April, 1985.

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

WITNESS WHEREOF, CHILTON INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 16th day of April, 1985.

CHILTON INSURANCE COMPANY

By

[Signature]
State of California
County of Los Angeles

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

Subscribed and sworn to me this 16th day of April, 1985.

[Seal]
DIMITRA SCHMAUSS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Apr. 30, 1986

CERTIFICATION

I, Trude A. Tsujimoto, the Secretary of CHILTON INSURANCE COMPANY, that the foregoing power of attorney and the above quoted Sections 15. and 16. of Article V of the Bylaws have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Burbank, California, this 7th day of April, 1987.

[Signature]
Title: Secretary


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<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>LIABILITY LIMITS IN THOUSANDS</th>
<th>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</th>
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**COMMANIES AFFORDING COVERAGE**

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<th>COMPANY NAME</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIABILITY LIMITS IN THOUSANDS</th>
<th>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</th>
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**NOTICE**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to provide written notice to the certificate holder named above. Failure to mail such notice shall not impose any obligation or liability of any kind upon the company, its agents or representatives.
LARRY JACKSON: RESOLUTION OF APPRECIATION

WHEREAS, Larry Jackson distinguished himself in civic affairs in the city of Plano,
holding various elective offices;

WHEREAS, in 1981, he was appointed to the Board of Regents of Stephen F. Austin
State University;

WHEREAS, in 1983, he served on the Academic and Student Affairs and the Naming of
Buildings and Other Facilities Committees of the Board;

WHEREAS, Mr. Jackson's service was recognized by his fellow Board members by his
election as Vice Chairman of the Board for 1985-86 and Chairman of the Board for 1986-87;

WHEREAS, he served faithfully, seeking the best interest of the University and in
numerous ways supported the University; and

WHEREAS, Mr. Jackson's term of membership on the Board of Regents has now
expired;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin
State University, in meeting assembled this twenty-first day of April 1987, that appreciation be expressed
to Mr. Jackson for his outstanding service and that best wishes be extended to him in his future
endeavors; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread
upon the minutes of the Board meeting and that a copy be presented to Mr. Jackson.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Dan Haynes, Chairman

Lavoy Moore, Vice Chairman

Attest:

Nelson Husche

M. M. Stripling

Willie M. Wooten

Don L. Henry, Secretary to the Board

Peggy W. Wright
WILLIAM FLETCHER GARNER, JR.: RESOLUTION OF APPRECIATION

WHEREAS, William Fletcher Garner, Jr., a 1937 graduate with a Bachelor of Arts degree from Stephen F. Austin State College (now University), achieved notable success as a business and civic leader and likewise distinguished himself as a leader in the insurance industry;

WHEREAS, in 1981, he was appointed to the Board of Regents of Stephen F. Austin State University;

WHEREAS, in 1983, Mr. Garner served on the Academic and Student Affairs and the Naming of Buildings and Other Facilities Committees of the Board;

WHEREAS, he was elected by his colleagues on the Board to serve as Vice Chairman for 1983-84 and he served as Chairman of the Board from 1984-86;

WHEREAS, Mr. Garner in other ways made innumerable and invaluable contributions to the University; and

WHEREAS, his term of membership on the Board of Regents has expired;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-first day of April 1987, that appreciation be expressed to Mr. Garner for his outstanding service and that best wishes be extended to him in his future endeavors; and

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Board meeting and that a copy be presented to Mr. Garner.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Dan Haynes, Chairman

Homer Bryce

Lavoy Moore, Vice Chairman

Richard C. Hile

Kelly Jones

Attest:

Nelson Rasche

M. M. Stripling

Willis M. Wooten

M. L. Henry, Secretary to the Board

Peggy W. Wright