Stephen F. Austin
State University

MINUTES OF THE
BOARD OF REGENTS

Nacogdoches, Texas

April 26, 1989
Volume 92
**INDEX**

**MINUTES OF THE MEETING**

**BOARD OF REGENTS**

**STEPHEN F. AUSTIN STATE UNIVERSITY**

**HELD AT NACOGDOCHES, TEXAS**

April 26, 1989

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The meeting was called to order by Mr. Dan Haynes, Chairman of the Board of Regents, at 9:00 a.m., April 26, 1989.

REGENTS

PRESENT: Senator Roy M. Blake of Nacogdoches
Mr. Homer Bryce of Henderson
Mr. Larry Jay Christopher of Crockett
Mr. Dan Haynes of Burnet
Mr. Richard Hile of Jasper
Mr. Kelly Jones of Arlington
Mr. James M. Windham, Jr. of Houston
Ms. Peggy Wedgeworth Wright of Nacogdoches

STAFF

PRESENT: Dr. William R. Johnson, President
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
Dr. Baker Pattillo, Vice President for University Affairs
Dr. Robert J. Provan, General Counsel
Dr. James V. Reese, Vice President for Academic Affairs
Dr. Nancy Speck, Vice President for University Advancement
Ms. Lucy Stringer, Assistant to the President and Editor of University Publications

VISITORS

Ms. Jennifer Brooks, President, Student Government Association
Mr. Kevin McCarley, Editor, Pine Log
Ms. Marilyn Abegg, Assistant to the Vice President for University Advancement
Dr. Norman Markworth, Chairman, Faculty Senate
Ms. Donna McCollum, KTRE-TV
Mr. Ted Bowen, Chairman, SFASU Board of Trustees
Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that Regent Wright be elected Chairman, Regent Jones be elected Vice Chairman, and Mr. Don L. Henry be elected Secretary of the Board of Regents for Stephen F. Austin State University.

Upon motion of Regent Bryce, seconded by Regent Jones, with all members voting aye, it was ordered that the minutes of the meeting of January 24, 1989, be approved.

Upon motion of Regent Bryce, seconded by Regent Jones, with all members voting aye, it was ordered that the minutes of the meeting of February 27, 1989, be approved as corrected.

Upon motion of Regent Windham, seconded by Regent Jones, with all members voting aye, it was ordered that the Board of Regents officially accept the Policy and Procedure Manual and authorize its distribution.

Upon motion of Regent Christopher, seconded by Regent Hile, with all members voting aye, it was ordered that the Attorney General of Texas be authorized to sue Variety Productions, Inc. for the recovery of $10,744.96 for itemized expenses pursuant to its agreement for the cancelled performance of Bob Hope and Julie Budd on November 20, 1989.

Upon recommendation of Regent Blake, seconded by Regent Bryce, with all members voting aye, it was ordered that the following appointments be approved:

1. Accounting

   Mr. Bertin E. Howard, Part-time Instructor, at a salary of $2,000 for 25% time for the spring semester, 1989.
2. Administrative Services

Ms. Vicki A. David, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

Ms. Nancy J. Engman, Part-time Instructor, at a salary of $4,500 for 75% time for the spring semester, 1989.

Ms. June Nelson Zindler, Part-time Instructor, at a salary of $3,000 for 50% time for the spring semester, 1989.

3. Art

Mr. Harry C. Schwarz, Part-time Instructor, 38, M.F.A. (Southern Illinois University), at a salary of $1,800 for 67% time for six weeks during the spring semester, 1989, to cover classes for a regular faculty member on sick leave.

4. Communication

Dr. R. John Butts, Part-time Professor, at a salary of $18,150 for 50% time for 9 months.

Mr. Steve Richard Jennings, Lecturer, at a salary of $4,500 for 75% time for the spring semester, 1989.

Mr. Kenneth Kennemer, Part-time Instructor, at a salary of $1,830 for 25% time for the spring semester, 1989.

5. Computer Science

Ms. Gail Jeane Leslie, Lecturer, 38, M.S. (Stephen F. Austin State University), at a salary of $12,500 for 100% time for the spring semester, 1989.

6. Counseling and Special Educational Programs

Ms. Loree Jean Krenzke, Lecturer, 32, M.S. (Lamar University), at a salary of $1,500 for 25% time for the spring semester, 1989.

Ms. Melissa Pool, Part-time Instructor, 28, M.S. (Baylor University), at a salary of $1,219 for 25% time for the spring semester, 1989.

7. Criminal Justice

Mr. John Daniel Norton, Part-time Instructor, at a salary of $1,750 for 25% time for the spring semester, 1989.
Mr. Walter Hayes Scalen, Part-time Instructor, at a salary of $3,000 for 50% time for the spring semester, 1989.

8. Economics and Finance

Mr. Danny Gallant, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

Mr. William Jake Lyon, Part-time Instructor, at a salary of $1,750 for 25% time for the spring semester, 1989.

9. Elementary Education

Ms. Marilyn Joyce Barton, Part-time Instructor, 56, M.Ed. (Stephen F. Austin State University), at a salary of $4,000 for 100% time for the spring semester, 1989.

Ms. Katherine Rae Wynn, Part-time Instructor, at a salary of $1,000 for 25% time for the spring semester, 1989.

10. English and Philosophy

Ms. Sylvia Bierschenk, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.

Dr. Royce Burton, Part-time Instructor, at a salary of $4,000 for 50% time for the spring semester, 1989.

Ms. Annette Dawson, Part-time Instructor, at a salary of $3,720 for 50% time for the spring semester, 1989.

Ms. Vickie DeMars, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.

Ms. Mary Devine, Part-time Instructor, at a salary of $3,500 for 50% time for the spring semester, 1989.

Mr. Doug Dollar, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.

Ms. Betty Haley, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.

Dr. Connie Hall, Part-time Instructor, at a salary of $1,860 for 25% time for the spring semester, 1989.

Ms. Mary E. Pierce-Daniel, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.
Mr. Robert Richey, Part-time Instructor, at a salary of $3,250 for 50% time for the spring semester, 1989.


Ms. Nancy Lee Shaffer, Part-time Instructor, at a salary of $1,625 for 25% time for the spring semester, 1989.

Ms. Molly Travis, Part-time Instructor, at a salary of $3,500 for 50% time for the spring semester, 1989.

Ms. Leann West, Part-time Instructor, at a salary of $1,625 for 25% time for the spring semester, 1989.

11. Forestry

Dr. Gary Douglas Kronrad, Assistant Professor, 40, Ph.D. (University of Massachusetts), at a salary of $30,000 for 100% time, effective May 1, 1989.

Dr. Casey E. Westell, Jr., Visiting Hunt Professor, 62, Ph.D. (University of Michigan), at a salary of $6,000 for 25% time for the spring semester, 1989.

12. Health and Physical Education

Mr. Ike E. Anders, Part-time Instructor, at a salary of $2,500 for 50% time for the spring semester, 1989.

Ms. Virginia Jobe Mathews, Part-time Associate Professor, at a salary of $8,875 for 75% time for the spring semester, 1989.

Ms. Carolyn Ann Tillison, Part-time Instructor, at a salary of $6,000 for 100% time for the spring semester, 1989.

13. History

Ms. Hazel Abernethy, Part-time Instructor, at a salary of $3,600 for 50% time for the spring semester, 1989.

Mr. Thomas L. Dunn, Part-time Instructor, at a salary of $1,800 for 25% time for the spring semester, 1989.

Dr. James M. McReynolds, Part-time Instructor, at a salary of $2,000 for 25% time for the spring semester, 1989.

Mr. Daniel F. Rankin, Part-time Instructor, at a salary of $3,600 for 50% time for the spring semester, 1989.
Mr. Ronald L. Spiller, Part-time Instructor, at a salary of $3,600 for 50% time for the spring semester, 1989.

14. Liberal Arts

Dr. Sung-chul Shin, Exchange Professor, 57, Ph.D. (Chungnam National University in Korea), at a salary of $7,000 for 100% time for seven months, effective January 2, 1989.

15. Management and Marketing

Dr. Richard W. Ballenger, Part-time Lecturer, at a salary of $3,000 for 50% time for the spring semester, 1989.

16. Mathematics and Statistics

Dr. Robert R. Fleet, Lecturer, at a salary of $7,700 for 100% time for the spring semester, 1989.

Mr. Hossein M. Hosseinpour, Lecturer, at a salary of $6,510 for 100% time for the spring semester, 1989.

Mr. Paul E. Lewis, Lecturer, 26, M.S. (Stephen F. Austin State University), at a salary of $6,400 for 100% time for the spring semester, 1989.

Ms. Vicky G. Lymbery, Lecturer, at a salary of $7,918 for 100% time for the spring semester, 1989.

Mr. Anthony G. Precella, Lecturer, 24, M.S. (Stephen F. Austin State University), at a salary of $6,400 for 100% time for the spring semester, 1989.

Mr. Timothy C. Precella, Lecturer, 24, M.S. (Stephen F. Austin State University), at a salary of $6,400 for 100% time for the spring semester, 1989.

17. Modern Languages

Mr. Jose Barboza, Part-time Instructor, at a salary of $1,325 for 25% time for the spring semester, 1989.

Mr. Robert Norris, Part-time Instructor, at a salary of $1,650 for 25% time for the spring semester, 1989.

18. Music

Ms. Debbie J. Berry, Part-time Instructor, at a salary of $4,333 for 72% time for the spring semester, 1989.
Mr. William C. Krause, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

Ms. Linda Parr, Part-time Instructor, at a salary of $833 for 13.8% time for the spring semester, 1989.

19. Nursing

Dr. Doreen Shepherd, Assistant Professor, 53, Ph.D. (Texas Woman's University), at a salary of $31,500 for nine months, effective spring semester, 1989.

20. Political Science and Geography

Dr. Harry V. Hoechten, Lecturer, at a salary of $6,000 for 75% time for the spring semester, 1989.

Ms. Robin L. Moore, Part-time Instructor, 35, M.P.A. (Texas A&M University), at a salary of $1,650 for 25% time for the spring semester, 1989.

21. Psychology

Mr. David Milem, Part-time Instructor, at a salary of $1,800 for 25% time for the spring semester, 1989.

Mr. Robert B. Patterson, Part-time Instructor, 39, M.A. (Stephen F. Austin State University), at a salary of $1,900 for 25% time for the spring semester, 1989.

Mr. Mark Allen Sutten, Part-time Instructor, 36, M.A. (Stephen F. Austin State University), at a salary of $1,900 for the spring semester, 1989.

Ms. Donna R. Teafatiller, Part-time Instructor, 39, M.A. (Stephen F. Austin State University), at a salary of $1,800 for 25% time for the spring semester, 1989.

22. Secondary Education

Ms. Kathleen H. Belanger, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

Mr. Bobby D. Browning, Part-time Assistant Professor, at a salary of $2,000 for 25% time for the spring semester, 1989.

Mr. Darryl Lynn Morris, Part-time Lecturer, 39, M.Ed. (Texas A&M University), at a salary of $2,000 for 25% time for the spring semester, 1989.
23. Social Work

Ms. Nancy F. Lamar, Part-time Instructor, 36, M.S.S.W. (University of Texas at Arlington), at a salary of $1,500 for 25% time for the spring semester, 1989.

Mr. Arlyn Vierkant, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

24. Theatre

Dr. Maury H. Marcus, Part-time Instructor, at a salary of $1,500 for 25% time for the spring semester, 1989.

25. Applied Studies

Faculty members with on-campus teaching assignments are routinely assigned, as needed, to teach field-based, off-campus courses. Faculty are compensated for teaching courses away from the campus through a formula approved by the Board of Regents which includes a payment for the travel time necessary for delivering the course, as well as a stipend for teaching the course. Courses taught in correctional institutions also carry a small additional stipend. Occasionally, individuals teaching part-time on campus will receive a proportional part of their regular salary plus the extra compensation for delivering off-campus courses. The following faculty are teaching for the spring semester, 1989, at the location, and for the salary indicated.

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<tr>
<th>Faculty Name</th>
<th>Location</th>
<th>Salary</th>
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<tr>
<td>Mr. James Bowman</td>
<td>Coffield</td>
<td>$1,216</td>
</tr>
<tr>
<td>Dr. Duke Brannen</td>
<td>Humble</td>
<td>1,540</td>
</tr>
<tr>
<td>Mr. Thomas L. Dunn</td>
<td>Michael Unit</td>
<td>4,216</td>
</tr>
<tr>
<td>Dr. Ralph Eddins</td>
<td>Fairfield</td>
<td>1,448</td>
</tr>
<tr>
<td>Dr. William C. Heeney</td>
<td>Jasper</td>
<td>1,446</td>
</tr>
<tr>
<td>Dr. Harold Hill</td>
<td>Humble</td>
<td>1,540</td>
</tr>
<tr>
<td>Dr. Harry Hoechtcn</td>
<td>Coffield</td>
<td>2,791</td>
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<tr>
<td>Dr. Jerry Irons</td>
<td>Jasper and Coordinator (off-campus graduate courses)</td>
<td>2,040</td>
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<tr>
<td>Mr. Douglas Jenkins</td>
<td>Coffield</td>
<td>2,341</td>
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<tr>
<td>Dr. Mary E. Lowe</td>
<td>Fairfield</td>
<td>1,488</td>
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<tr>
<td>Dr. Samir Maamary</td>
<td>Humble</td>
<td>1,540</td>
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<tr>
<td>Mr. Miles McCall</td>
<td>Coffield</td>
<td>1,091</td>
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<tr>
<td>Dr. Douglas McMillan</td>
<td>Tyler</td>
<td>697</td>
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<tr>
<td>Dr. Patrick Mueller</td>
<td>Michael Unit</td>
<td>1,092</td>
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<tr>
<td>Dr. Bennat Mullen</td>
<td>Humble</td>
<td>1,540</td>
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<tr>
<td>Dr. Milton Payne</td>
<td>Humble</td>
<td>1,540</td>
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<tr>
<td>Dr. Hugh Prewitt</td>
<td>Humble</td>
<td>1,540</td>
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<tr>
<td>Dr. Kay G. Rayborn</td>
<td>Humble</td>
<td>1,540</td>
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</table>
Dr. Jesse Richardson   Coffield and 1,591
Dr. Elvia Rodriguez   Lufkin 1,436
Dr. Jose Rodriguez   Longview 1,436
Dr. Stephen N. Smith   Michael Unit 1,092
Dr. James O. Standley   Coffield and Coordinator 1,591
Dr. Donnya Stephens   Longview 1,436
Dr. John T. Thornton   Longview 1,436
Mr. Arlyn Vierkant   Michael Unit 2,342
Dr. William Weber   Coffield 1,091

26. Administrative and Fiscal Affairs

Mr. Paul W. Heimer, Director of Purchasing and Inventory, at a salary of $36,500 for 100% time, effective March 13, 1989.

27. University Affairs

Mr. Eric Nelson, Facilities Manager, at a salary of $20,000 for twelve months, effective January 18, 1989.

28. Computing and Communication Services

Mr. J. R. Berger, Programmer/Analyst I, at a salary of $19,000 for 100% time, effective October 10, 1988.

Mr. Paul R. Blackwell, Microcomputer Support Specialist, at a salary of $19,000 for 100% time, effective January 6, 1989.

Upon motion of Regent Haynes, seconded by Regent Windham, with all members voting aye, it was ordered that the following appointments for 1989-90 be approved.

1. Accounting

Ms. Dixie Dion Macrina, Assistant Professor, 47, MBA (Stephen F. Austin State University), at a salary of $39,000 for 100% time for the fall semester, 1989.

2. Political Science and Geography/Sociology

Dr. Gayle K. Berardi, Assistant Professor of Political Science and Sociology, 36, Ph.D. (University of Colorado), at a salary of $24,500 for nine months, effective the fall semester, 1989.
Upon motion of Regent Christopher, seconded by Regent Hile, with all members voting aye, it was ordered that the following changes of status be approved.

1. Counseling and Special Educational Programs

   Ms. Debra Bankston, Instructor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Dr. Joe M. Blackbourn, Assistant Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Ms. Emilie M. Kief, Instructor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Dr. Michael D. McKaig, Assistant Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Dr. Bruce Payette, Associate Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Ms. Marietta L. Yeates, Instructor, an additional $1,000 to teach an overload during the spring semester, 1989.

2. Elementary Education

   Dr. Macra Ann Brunson, Assistant Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Mr. Neill S. Hays, Part-time Assistant Professor, from a salary of $1,235 for 25% time for the spring semester 1989, to a salary of $5,625 for 75% time for the spring semester, 1989.

   Ms. Charlotte O. Kennemer, Part-time Instructor, from a salary of $3,500 for 50% time to a salary of $5,500 for 100% time for the spring semester, 1989.

   Dr. Robert F. Smith, Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

   Dr. Wendall Spreadbury, Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

3. English and Philosophy

   Ms. Vickie DeMars, Part-time Instructor, from a salary of $3,250 for 50% time to a salary of $4,350 for 75%
time, effective February 27, 1989. This is due to illness of a full-time faculty member.

Ms. Mary Devine, Part-time Instructor, from a salary of $3,500 for 50% time to a salary of $4,700 for 75% time, effective February 27, 1989. This is due to illness of a full-time faculty member.

Mr. Doug Dollar, Part-time Instructor, from a salary of $3,250 for 50% time to a salary of $4,350 for 75% time, effective February 27, 1989. This is due to illness of a full-time faculty member.

Ms. Betty Haley, Part-time Instructor, from a salary of $3,250 for 50% time to a salary of $4,350 for 75% time, effective February 27, 1989. This is due to illness of a full-time faculty member.

4. Library

Ms. Penelope Clark, from Library Assistant I in Acquisitions at a salary of $9,441 for 100% time to Library Assistant III in Special Collections at a salary of $10,712 for 100% time for twelve months, effective March 20, 1989.

5. Registrar

Ms. Glender Lynn Chatman, from Transcript Analyst at a salary of $15,073 for 100% time to Assistant Registrar at a salary of $17,500 for 100% time for twelve months, effective April 1, 1989.

6. Secondary Education

Dr. Charlene S. Crocker, Assistant Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

Dr. Sherry Rulfs, Assistant Professor, an additional $1,000 to teach an overload during the spring semester, 1989.

Dr. George S. Thompson, Professor, an additional $2,000 to teach an overload during the spring semester, 1989.

Ms. Paulette Wright, Lecturer, an additional $1,000 to teach an overload during the spring semester, 1989.

7. Administrative and Fiscal Affairs

Ms. Cathy H. Allen from Employee Relations Counselor at a salary of $17,425 for 100% time for twelve months to Director of Personnel Services at a salary of $30,000
for 100% time for twelve months, effective March 13, 1989.

Ms. Marcielle L. Walker, from Interim Director of Personnel Services at a salary of $30,000 for 100% time for twelve months to Assistant Director of Personnel Services at a salary of $23,657 for 100% time for twelve months, effective March 13, 1989.

Mr. Wilbur M. Lee, from Interim Director of Purchasing and Inventory at a salary of $32,000 for 100% time for twelve months to Assistant Director of Inventory at a salary of $24,603 for 100% time for twelve months, effective March 13, 1989.

8. University Affairs

Ms. Michele Haddox, Hall Director III, from a salary of $8,414 for nine months to Coordinator of Residence Life at a salary of $21,000 for twelve months, effective March 1, 1989.

89-56
Upon motion of Regent Haynes, seconded by Regent Windham, with all members voting aye, it was ordered that the following leaves of absence, without pay, be granted.

1. Physics and Astronomy
Dr. James Dennis, for the spring semester, 1990.

2. English and Philosophy
Dr. William Cozart, from April 12, 1989, through May 31, 1989.

89-57
Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that academic tenure be awarded to the following individuals, effective fall semester, 1989.

Dr. Betty Johnson, Administrative Services
Dr. Scott L. Bills, History
Dr. Billy Ray Long, Agriculture
Dr. Joe Bert Stine, Economics and Finance
Dr. Richard T. Shigley, Criminal Justice
Dr. Kristi Dixon-Bills, Elementary Education
Dr. Jack Ethridge, Accounting
Dr. Patrick Mueller, Criminal Justice
Dr. Sherry Rulfs, Secondary Education  
Mr. Stan Bobo, Kinesiology and Health Science  
Mr. Peter Lisieski, Art  
Dr. Elizabeth Vaughan, Elementary Education  
Dr. Walter Trikosko, Physics  
Dr. Pamela Roberson, Mathematics and Statistics  
Ms. Martha Turnage, Library  

89-58  
Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the following individuals be granted promotion to the academic rank indicated, effective fall semester, 1989.

To Professor:  

Dr. Camille Price, Computer Science  
Dr. Norman L. Markworth, Physics and Astronomy  
Dr. William Joseph Oliver, Communication  
Dr. James Corbin, Sociology  
Dr. John Dahmus, History  
Dr. Donald Gregory, Political Science and Geography  
Dr. Lynnette K. Solomon, Economics and Finance  
Dr. Michael Roach, Art  
Dr. Carolyn B. Mitchell, Kinesiology and Health Science

To Associate Professor Emeritus:  

Mr. Mel Montgomery, Music

To Associate Professor:  

Dr. Scott L. Bills, History  
Dr. Billy Ray Long, Agriculture  
Mr. Peter Lisieski, Art  
Dr. Charlene Crocker, Secondary Education

To Assistant Professor:  

Dr. Kristi Dixon-Bills, Elementary Education  
Dr. John Goodall, Music  
Mr. M. Stan Bobo, Kinesiology and Health Science  
Ms. Mary Jean Rudisill, Administrative Services

89-59  
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that the following retirements be accepted.
1. Academic Affairs

Ms. Audrey Hillin, Assistant Registrar, effective March 31, 1989.

2. Computer Center


3. Administrative and Fiscal Affairs

Mr. Wilbur M. Lee, Assistant Director of Inventory, effective March 31, 1989.

89-60
Upon motion of Regent Haynes, seconded by Regent Christopher, with all members voting aye, it was ordered that the following be awarded Regents Professorships for the academic year 1989-90.

Dr. Lynnette K. Solomon, Economics and Finance
Dr. William Young, Music

89-61
Upon motion of Regent Blake, seconded by Regent Windham, with all members voting aye, it was ordered that the faculty workload report for the spring semester, 1989 be approved as submitted.

89-62
Upon motion of Regent Bryce, seconded by Regent Christopher, with all members voting aye, it was ordered that the 1989-90 General Bulletin be accepted.

89-63
Upon motion of Regent Hile, seconded by Regent Jones, with all members voting aye, it was ordered that the Summer Budget for 1989 totalling $1,966,258 be approved.

89-64
Upon motion of Regent Hile, seconded by Regent Jones, with all members voting aye, it was ordered that the annual financial certification be accepted.
89-65
Upon motion of Regent Christopher, seconded by Regent Jones, with all members voting aye, it was ordered that the administration be authorized to take bids, to be approved by the Board of Regents, for replacement equipment and software for the energy management system.

89-66
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that the administration be authorized to purchase the property at 1520 Baker Street for a purchase price not to exceed $37,000 and that the Chairman of the Board be authorized to sign the purchase documents.

89-67
Upon motion of Regent Hile, seconded by Regent Blake, with all members voting aye, it was ordered that the bid of Bonner Roofing and Metal, Inc., in the amount of $137,460 for re-roofing Steen Library be approved and that the Chairman of the Board be authorized to sign the contract. (See page 18 for copy of contract.)

89-68
Upon motion of Regent Bryce, seconded by Regent Haynes, with all members voting aye, it was ordered that the bid of $170,051.00 from Moore Brothers, Lufkin, Texas, for the repair of the coliseum parking lot be accepted and the Chairman of the Board be authorized to sign the contract. (See page 28 for copy of contract.)

89-69
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the Board of Regents ratify action taken by the administration to accept the combined low bid of $90,900 by Storer Equipment Company of Shreveport, Louisiana, for the replacement chiller in Hall 17 and installation.
89-70
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the budget for the replacement of the chiller in Hall 17 in the amount of $113,300 be ratified.

89-71
Upon motion of Regent Blake, seconded by Regent Bryce, with all members voting aye, it was ordered that the low bid of J. E. Kingham, of Nacogdoches, be accepted and alternates 2, 4, and 5 be included in the contract for $910,550 for the renovation of Wisely Hall and the Chairman of the Board be authorized to sign the contract. (See page 38 for copy of contract).

89-72
Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the budget for the renovation of Wisely Hall be approved for $999,500.

89-73
Upon motion of Regent Haynes, seconded by Regent Hile, with all members voting aye, it was ordered that the low bid of ABCO Industries, Inc., of Abilene, Texas, of $43,068 for two replacement boilers in the University Center be accepted and the Chairman of the Board be authorized to sign the purchase order.

89-74
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the installation of boilers, chillers, and related equipment for the University Center be awarded to the low bidder, upon the approval of the Chairman of the Board, and that the Chairman be authorized to sign the contract.

89-75
Upon motion of Regent Windham, seconded by Regent Hile, with all members voting aye, it was ordered that the low bid from Merico Abatement Contractors, Inc. of Longview for the removal of asbestos in the University Center for $71,175, and the low bid from Certified Abatement Systems, Inc. of Houston for the removal of asbestos in the University Center Mechanical Room for $16,562 be accepted and that the
Chairman of the Board be authorized to sign the purchase orders.

89-76
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the engineering firm of Schaumburg and Polk, Inc. be employed to prepare plans for a storm sewer to be located between Raguet and Lanana Creek running under East College Street in connection with a sanitary sewer improvement proposed by the City of Nacogdoches for the same area, and that the Chairman of the Board be authorized to sign the contract.

89-77
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the University enter into an agreement with the City of Nacogdoches to contract for a sanitary sewer and storm sewer improvement project from Raguet Street to Lanana Creek running down East College Street, and that the Chairman of the Board be authorized to sign the agreement. (See page 49 for copy of agreement.)

89-78
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that bids be taken for the East College Storm Sewer project and that the Chairman of the Board be authorized to sign the contract.

89-79
Upon motion of Regent Blake, seconded by Regent Haynes, with all members voting aye, it was ordered that the agreement with the T.L.L. Temple Foundation and Stephen F. Austin State University Foundation, Incorporated be approved and that the Chairman of the Board be authorized to sign the agreement. (See page 61 for copy of agreement.)

89-80
Upon motion of Regent Hile, seconded by Regent Christopher, with all members voting aye, it was ordered that the Resolution honoring Ms. Willia Murphy Wooten be approved. (See page 67 for Resolution.)
89-81
Upon motion of Regent Jones, seconded by Regent Blake, with all members voting aye, it was ordered that the Resolution honoring Mr. Lavoy Moore be approved. (See page 68 for Resolution.)

89-82
Upon motion of Regent Wright, seconded by Regent Jones, with all members voting aye, it was ordered that the Resolution honoring Mr. A. Nelson Rusche be approved. (See page 69 for Resolution.)

89-83
Upon motion of Regent Haynes, seconded by Regent Hile, with all members voting aye, it was ordered that the Resolution honoring Mr. M. M. Stripling be approved. (See page 70 for Resolution.)

89-84
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that a Resolution be drafted honoring immediate past chairman of the Board of Regents, Mr. Dan Haynes.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

made of the Eighteenth day of April in the year of Nineteen Hundred and Eighty Nine

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

AND THE CONTRACTOR: BONNER ROOFING & METAL, INC.
509 LOCKE
LUFKIN, TEXAS 75901

THE PROJECT: RE-ROOFING - 1989
STEEN LIBRARY
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, Uniform 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 1989
STEEN LIBRARY
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 at the date to be established in the Notice to Proceed, and subject to authorized adjustments, Substantial Completion shall be achieved as follows:

Begin May 15, 1989 and fully complete the project by July 19, 1989.
The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in "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 Thirty Seven Thousand Four Hundred Sixty and No/100 Dollars ($137,460.00) 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$137,460.00</td>
</tr>
<tr>
<td>CONTRACT AMOUNT</td>
<td>$137,460.00</td>
</tr>
</tbody>
</table>
ARTICLE 5

PROGRESS PAYMENTS

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

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety 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 not later than 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 - 1989
STEEN LIBRARY
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS"

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

2. This contract is to cover the General Contract work, including related Mechanical 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 Contract 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 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: 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 canceled 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 recovered 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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$59,440.00</td>
</tr>
<tr>
<td>Materials</td>
<td>$77,320.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$137,460.00</strong></td>
</tr>
</tbody>
</table>

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

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY

Peggy W. Wright
CHAIRMAN

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

ADDRESS

BY

President

READ AND EXAMINED:

Board of Regents, Stephen F. Austin State University

(1) Corporation name of Owner

(2) Title of authorized official

(3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing Contract.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

COUNTY OF NACOGDOCHES

AGREEMENT

made of the Twenty Sixth day of April in the year of Nineteen Hundred and Eighty Nine

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

AND THE CONTRACTOR: MOORE BROTHERS CONSTRUCTION CO., INC.
P. O. BOX 35
LUFKIN, TEXAS 75901

THE PROJECT: COLISEUM PARKING,
RE-PAVING 1989
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, Uniform 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

COLISEUM PARKING
RE-PAVING 1989
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 at the date to be established in the Notice to Proceed, and subject to authorized adjustments, Substantial Completion shall be achieved as follows:

Begin May 15, 1989 and fully complete the project by July 28, 1989
The Contractor further agrees to pay as liquidated damages the sum of $100.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in "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 Seventy Thousand Fifty One and No/100 Dollars ($170,051.00) 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$ 157,007.00</td>
</tr>
<tr>
<td>ALTERNATE NO. 1</td>
<td>10,044.00</td>
</tr>
<tr>
<td>(Lime Treatment)</td>
<td></td>
</tr>
<tr>
<td>ALTERNATE NO. 2</td>
<td>3,000.00</td>
</tr>
<tr>
<td>(Paint Striping)</td>
<td></td>
</tr>
<tr>
<td><strong>CONTRACT AMOUNT</strong></td>
<td><strong>$ 170,051.00</strong></td>
</tr>
</tbody>
</table>
ARTICLE 5
PROGRESS PAYMENTS

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

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety 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 not later than 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:

1. Drawings and Specifications entitled

"COLISEUM PARKING
RE-PAVING 1989
STEPHEN F. AUSTIN STATE UNIVERSITY
NACOGDOCHES, TEXAS"

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

2. This contract is to cover the General Contract work, including related Mechanical 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 Contract 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 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, 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:** 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 canceled 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 recovered 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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>15,072.56</td>
</tr>
<tr>
<td>Materials</td>
<td>92,073.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 170,051.00</strong></td>
</tr>
</tbody>
</table>

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

SEAL

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

BY

Peggy M. Wright
CHAIRMAN

BY

MOORE BROTHERS CONSTRUCTION COMPANY
P. O. BOX 35
LUKFIN, TEXAS 75901

ADDRESS

SEAL

Kay Bullock
Kay Bullock, Assis. Corp. Sec.

BY

Raymond Moore
Vice-President

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.
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NACOGDOCHES

AGREEMENT

made of the Twenty Sixth day of April in the year of Nineteen Hundred and Eighty Nine

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

AND THE CONTRACTOR: J.E. KINGHAM CONSTRUCTION COMPANY INC. P.O. BOX 632 NACOGDOCHES, TEXAS 75963

THE PROJECT: ALTERATIONS -1989 WISELY HALL 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, Uniform 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 -

ALTERATIONS - 1989
WISELY HALL
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 at the date to be established in the Notice to Proceed, and subject to authorized adjustments, Substantial Completion shall be achieved as follows:

Begin May 15, 1989 and fully complete the project by January 1, 1990.
The Contractor further agrees to pay as liquidated damages the sum of $1000.00 per day for each consecutive calendar day thereafter the work remains unfinished as specified in "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 Nine Hundred Ten Thousand Five Hundred Fifty and no/100 ($910,550.00) 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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td>$878,000.00</td>
</tr>
<tr>
<td>ALTERNATE NO. 2 (New Fixtures Toilet 129)</td>
<td>+ 6,000.00</td>
</tr>
<tr>
<td>ALTERNATE NO. 4 (Additional electric plugs)</td>
<td>+ 4,300.00</td>
</tr>
<tr>
<td>ALTERNATE NO. 5 (Ceramic Tile Bath Walls)</td>
<td>+ 22,250.00</td>
</tr>
<tr>
<td>CONTRACT AMOUNT</td>
<td>$910,550.00</td>
</tr>
</tbody>
</table>
ARTICLE 5

PROGRESS PAYMENTS

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

Not later than Thirty days following the end of the period covered by the Application for Payment Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and Ninety Five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire work, a sum sufficient to increase the total payments to Ninety Five (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.
ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor not later than 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:

1. Drawings and Project Manual entitled "ALTERATIONS -1989 WISELY HALL STEPHEN F. AUSTIN STATE UNIVERSITY NACOGDOCHES, TEXAS"

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

2. This contract is to cover the General Contract Work, including related Mechanical 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 re-pay Owner all outlay and expense which Owner may incur in making good any default.
2.) That Contractor shall pay all persons who have contracts directly with Contractor for labor and materials save which persons shall have a direct action against Contractor and the surety on his bond, subject to Owner's priority.

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

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

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

a) Compensation and Employers 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 $1,000,000.00 combined bodily injury and property damage, including personal injury or accidental death to any one person.

**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:** 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:

Bodily Injury and Property Damage: $1,000,000.00

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 canceled 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 recovered 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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>Materials</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$910,550.00</td>
</tr>
</tbody>
</table>

Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the anti-trust 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

BY

J.E. KINGHAM CONSTRUCTION CO. INC.
P.O. BOX 632
NACOGDOCHES, TEXAS 75963
ADDRESS

READ AND EXAMINED:

SECRETARY 4-27-89

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.
Mr. Jarvis Ammons, City Manager  
City of Nacogdoches  
P.O. Box 630648  
Nacogdoches, Texas  75963-0648  

Re: Agreement for Joint Construction Project - Sanitary Sewer and Storm Sewer Improvements - East College Street  

Dear Mr. Ammons:

This letter is offered as an agreement between Stephen F. Austin State University (University) and the City of Nacogdoches (City) to provide for the division of costs on the joint storm sewer-sanitary sewer improvement project to be constructed on East College Street from LaNana Creek to Raguet Street. The project generally consists of the construction of a new sanitary sewer to intercept flows from existing 10" and 12" sanitary sewers and the construction of a new storm sewer system to collect surface storm runoff along East College Street.

The costs of the project shall be allocated as follows:

The University shall pay—

1. Costs of storm sewer pipe, related excavations, pipe installation, backfill, concrete street replacement, and asphalt overlay.
2. Catch basins and junction boxes.
3. Rip-rap and other storm drainage related improvements at LaNana Creek.
4. Any additional asphalt surface replacement or overlay outside of trench area.
5. Proportionate share of engineering costs.

The City shall pay—

1. Costs of sanitary sewer pipe, related excavation, pipe installation, backfill, concrete street replacement, and asphalt overlay.
2. Manholes, cleanouts, and sanitary sewer tie-ins.
3. Proportionate share of engineering costs.

AN EQUAL OPPORTUNITY EMPLOYER
The method for arriving at each entity's construction cost shall be based on the contractor's Monthly Estimate. The Monthly Estimate shall reflect the Engineer's best judgment of the proportion of actual costs and expenses attributable to the City and the University, respectively. The form of the Monthly Estimate shall be prepared by the Engineer and filled out by the contractor, see Attachment 1. Also attached is a sample Bid Proposal page, Bid Breakdown page, Sanitary/Storm Percentage page, and a sample Sanitary/Storm percentage sketch. (Attachments 2 to 5). In addition to filling in the Bid Proposal page(s) (Attachment 2), the contractor will be required to complete a Bid Breakdown page (Attachment 3) for each Bid item which is a combination of sanitary and storm sewer improvements. The unit prices provided in the Bid Breakdown will be used to determine the respective Sanitary/Storm Percentage(s).

The cost of engineering services will be prorated to each entity based on the ratio of the entity's share of costs to the total costs.

It is understood that the City will advertise the project for bids the latter part of April with construction to begin approximately May 22, 1989. Construction should be finished on or before September 1, 1989. The University and the City will make payments for their respective shares of the construction costs directly to the contractor upon submittal of requests for payment from the contractor and after receipt of the Monthly Estimate prepared by the Engineer. Also, the University will make payments for their respective shares of the engineering costs directly to the Engineer upon submittal of invoices showing the division of costs.

As a part of this agreement, the University will grant an easement to the City for the installation of the proposed sanitary sewer from the intersection of existing sanitary sewers at East College Street and Raguet Street traversing below East College Street in an easterly direction to an existing sanitary sewer at LaNana Creek. The term of such easement shall be for only so long as the City of Nacogdoches or its successors use such easement for either storm sewer or sanitary sewer purposes.

Further, the University and the City agree that it shall be the duty and responsibility of the contractor of this project and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Sec. 651 et seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of this Act. In addition, the contractor and all of
it subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, and all amendments thereto. (Attachment 6).

The University and the City agree that the successful low bidder will submit a trenching plan to the City within fifteen (15) days after bid opening. The plan will be approved and sealed by a professional engineer registered in the State of Texas and employed by the contractor. Receipt of the plan is prerequisite to award of a contract. Failure to submit a plan as required will result in forfeiture of the bid bond. The trenching plan submitted by the contractor shall, as a minimum, comply with the requirements of Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards. (Attachment 6).

It is expressly understood that the City and Stephen F. Austin State University are agreeing to this joint construction in order to mutually save time and expense. The City is letting bids and construction contracts for all construction and Stephen F. Austin State University is giving an easement and paying for a portion of construction costs. Despite that arrangement, the City is not assuming the duties of a contractor as to Stephen F. Austin State University nor shall the City acquire or incur any liability or responsibility to Stephen F. Austin State University beyond what is specifically agreed in the Letter Agreement.

Should the above be acceptable to the City, please execute two copies of this letter, retain one for the City, and return one copy to my office.

Yours truly,

Don Henry, Vice President
Administrative & Fiscal Affairs
Stephen F. Austin State University

Approved:

Peggy W. Wright
Chairman, Board of Regents
Stephen F. Austin State University
Accepted:

Jarvis Ammons, City Manager
City of Nacogdoches

4-27-89
Date
### Monthly Estimate For
**City of Hacquadoches - Sanitary Sewer/Storm Sewer Improvements**  
**East College Street**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Work Done This Est.</th>
<th>Work Done To Date</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Sanitary Sewer Portion</th>
<th>Storm Sewer Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1150</td>
<td>L.F.</td>
<td>15&quot; Sanitary Sewer &amp; 48&quot; Storm sewer installed in trench under street</td>
<td>000</td>
<td>000</td>
<td>$193.70</td>
<td>$154,960.00</td>
<td>(35%)</td>
<td>(65%)</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>EA.</td>
<td>Sanitary sewer Manholes</td>
<td>2</td>
<td>2</td>
<td>$1500.00</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>EA.</td>
<td>Storm sewer Junction box with two catch basins</td>
<td>2</td>
<td>2</td>
<td>$7000.00</td>
<td>$14,000.00</td>
<td>$0.00</td>
<td>$14,000.00</td>
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Date Ending June 30, 1989
Bid Proposal
For
City of Nacogdoches
Sanitary Sewer/Storm Sewer Improvements
East College Street

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1150</td>
<td>L.F.</td>
<td><strong>15&quot; Sanitary Sewer and 48&quot; storm sewer installed in trench under concrete and/or asphalt street, complete in place, all depths, including embedment, backfill, pavement removal/replacement, &amp; testing, all in accordance with plans &amp; specifications for One Hundred Ninety-Three Dollars &amp; Seventy Cents</strong></td>
<td>$193.70</td>
<td>$</td>
</tr>
</tbody>
</table>

- Sample Page -
## Bid Breakdown

### City of Nacogdoches

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Excavation</td>
<td>3.8</td>
<td>C.Y.</td>
<td>$20.00</td>
<td>$76.00</td>
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<tr>
<td>2</td>
<td>15&quot; sanitary sewer installed with embedment &amp; tested</td>
<td>1</td>
<td>L.F.</td>
<td>$15.40</td>
<td>$15.40</td>
</tr>
<tr>
<td>3</td>
<td>48&quot; sanitary sewer, installed with embedment</td>
<td>1</td>
<td>L.F.</td>
<td>$40.60</td>
<td>$40.60</td>
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<tr>
<td>4</td>
<td>Backfill, including compaction</td>
<td>1.9</td>
<td>C.Y.</td>
<td>$8.00</td>
<td>$15.20</td>
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<tr>
<td>5</td>
<td>Pavement removal &amp; replacement, including sawcutting pavement</td>
<td>1.7</td>
<td>S.Y.</td>
<td>$27.35</td>
<td>$46.50</td>
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</tbody>
</table>

Total (Must equal Unit Price of Bid Item 1) $193.70
Sanitary/Storm Percentage
Bid Item 1
City of Nacogdoches

Sanitary Sewer Cost

Excavation = 1.3 C.Y. @ $20.00 / C.Y. = $26.00
15" Sanitary sewer installed with embedment & tested = 1 L.F. @ $15.40 / L.F. = $15.40
Backfill, including compaction = 0.9 C.Y. @ $8.00 / C.Y. = $7.20
Pavement removal & replacement, including sawcutting = 0.7 S.Y. @ $27.35 / S.Y. = $19.15
Total: $67.75

Storm Sewer Cost

Excavation = 2.5 C.Y. @ $20.00 / C.Y. = $50.00
48" storm sewer installed with embedment = 1 L.F. @ $40.60 / C.Y. = $40.60
Backfill, including compaction = 1.0 C.Y. @ $8.00 / C.Y. = $8.00
Pavement removal & replacement, including sawcutting = 1.0 S.Y. @ $27.35 / S.Y. = $27.35
Total: $125.95

Percentages

Sanitary Sewer = $67.75 / ($67.75 + $125.95) = 35.0 %
Storm Sewer = $125.95 / ($67.75 + $125.95) = 65.0 %
East College Street

Pavement Replacement

Proposed Storm Sewer

Proposed Sanitary Sewer

SANITARY/STORM PERCENTAGE
BID ITEM 1
CITY OF NACOGDOCHES
Chapter XVII—Occupational Safety and Health Admin. § 1926.652

§ 1926.652 Specific trenching requirements.

(a) Banks more than 5 feet high shall be shored, laid back to a stable slope, or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. Refer to Table P-1 as a guide in sloping of banks. Trenches less than 5 feet in depth shall also be effectively protected when examination of the ground indicates hazardous ground movement may be expected.

(b) Sides of trenches in unstable or soft material, 5 feet or more in depth, shall be shored, sheeted, braced, sloped, or otherwise supported by means of sufficient strength to protect the employees working within them. See Tables P-1, P-2 (following paragraph (g) of this section).

(c) Sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is more than 5 feet in depth and 8 feet or more in length. In lieu of shoring, the sides of the trench above the 5-foot level may be sloped to preclude collapse, but shall not be steeper than a 1-foot rise to each 3-foot horizontal. When the outside diameter of a pipe is greater than 6 feet, a bench of 4-foot minimum shall be provided at the toe of the sloped portion.

(d) Materials used for sheeting and sheet piling, bracing, shoring, and underpinning, shall be in good serviceable condition, and timbers used shall be sound and free from large or loose knots, and shall be designed and installed so as to be effective to the bottom of the excavation.

(e) Additional precautions by way of shoring and bracing shall be taken to prevent slides or cave-ins when excavations or trenches are made in locations adjacent to backfilled excavations, or where excavations are subjected to vibrations from railroad or highway traffic, the operation of machinery, or any other source.

(f) Employees entering bell-bottom pier holes shall be protected by the installation of a removable-type casing of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier hole which is above the bell. A lifeline, suitable for instant rescue and securely fastened to a shoulder harness, shall be worn by each employee entering the shafts. This lifeline shall be individually manned and separate from any line used to remove materials excavated from the bell footing.

(g)(1) Minimum requirements for trench timbering shall be in accordance with Table P-2.

(2) Braces and diagonal shores in a wood shoring system shall not be subjected to compressive stress in excess of values given by the following formula:

\[ S = 13 - \frac{20L}{D} \]

Where:
- \( L \) = Length, unsupported, in inches.
- \( D \) = Least side of the timber in inches.
- \( S \) = Allowable stress in pounds per square inch of cross-section.
§ 1926.653

(h) When employees are required to be in trenches 4 feet deep or more, an adequate means of exit, such as a ladder or steps, shall be provided and located so as to require no more than 25 feet of lateral travel.

(i) Bracing or shoring of trenches shall be carried along with the excavation.

(j) Cross braces or trench jacks shall be placed in true horizontal position, be spaced vertically, and be secured to prevent sliding, falling, or kickouts.

(k) Portable trench boxes or sliding trench shields may be used for the protection of personnel in lieu of a shoring system or sloping. Where such trench boxes or shields are used, they shall be designed, constructed, and maintained in a manner which will provide protection equal to or greater than the sheeting or shoring required for the trench.

(l) Backfilling and removal of trench supports shall progress together from the bottom of the trench. Jacks or braces shall be released slowly and, in unstable soil, ropes shall be used to pull out the jacks or braces from above after employees have cleared the trench.

§ 1926.653 Definitions applicable to this subpart.

(a) "Accepted engineering requirements (or practices)"—Those requirements or practices which are compatible with standards required by a registered architect, a registered professional engineer, or other duly licensed or recognized authority.

(b) "Angle of repose"—The greatest angle above the horizontal plane at which a material will lie without sliding.

(c) "Bank"—A mass of soil rising above a digging level.

(d) "Belled excavation"—A part of a shaft or footing excavation, usually near the bottom and bell-shaped; i.e., an enlargement of the cross section above.

(e) "Braces (trench)"—The horizontal members of the shoring system whose ends bear against the uprights or springers.

(f) "Excavation"—Any manmade cavity or depression in the earth's surface, including its sides, walls, or faces, formed by earth removal and producing unsupported earth conditions by reasons of the excavation. If installed forms or similar structures reduce the depth-to-width relationship, an excavation may become a trench.

(g) "Faces"—See paragraph (k) of this section.

(h) "Hard compact soil"—All earth materials not classified as running or unstable.

(i) "Kickouts"—Accidental release or failure of a shore or brace.

(j) "Sheet pile"—A pile, or sheeting, that may form one of a continuous interlocking line, or a row of timber, concrete, or steel piles, driven in close contact to provide a tight wall to resist the lateral pressure of water, adjacent earth, or other materials.

(k) "Sides", "Walls", or "Faces"—The vertical or inclined earth surfaces formed as a result of excavation work.

(l) "Slope"—The angle with the horizontal at which a particular earth material will stand indefinitely without movement.

(m) "Stringers (wales)—The horizontal members of a shoring system whose sides bear against the uprights or earth.

(n) "Trench"—A narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet.

(o) "Trench Jack"—Screw or hydraulic type jacks used as cross bracing in a trench shoring system.

(p) "Trench shield"—A shoring system composed of steel plates and bracing, welded or bolted together, which support the walls of a trench from the ground level to the trench bottom and which can be moved along as work progresses.

(q) "Unstable soil"—Earth material, other than running, that because of its nature or the influence of related conditions, cannot be depended upon to remain in place without extra support, such as would be furnished by a system of shoring.

(r) "Uprights"—The vertical members of a shoring system.

(s) "Wales"—See paragraph (m) of this section.

(t) "Walls"—See paragraph (k) of this section.
<table>
<thead>
<tr>
<th>Slope</th>
<th>Height (H)</th>
<th>Angle of Repose (θ)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:2</td>
<td>5.0</td>
<td>35°</td>
</tr>
<tr>
<td>1:3</td>
<td>6.0</td>
<td>33°</td>
</tr>
<tr>
<td>1:4</td>
<td>7.0</td>
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<td>27°</td>
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<td>11°</td>
</tr>
<tr>
<td>1:20</td>
<td>32.0</td>
<td>9°</td>
</tr>
</tbody>
</table>

**Approximate Angle of Repose**

For sloping of sides of excavations.
Recognizing the significant educational opportunities and academic benefits which are and will be provided to persons by Stephen F. Austin State University at Nacogdoches, Texas, herein, called "UNIVERSITY," and particularly in its School of Forestry, and to help provide these benefits, the T.L.L. Temple Foundation is making a Grant to the Stephen F. Austin State University Foundation, Incorporated, herein called "FOUNDATION," in the amount of $1,000,000 to provide an endowment fund to establish the Temple Chair at Stephen F. Austin State University. This Grant is based upon the joint application filed with the Temple Foundation by the UNIVERSITY, and FOUNDATION, which FOUNDATION was created and operates for educational purposes under Section 501 (c)(3) of the Internal Revenue Code of the United States, and exclusively for the benefit of Stephen F. Austin State University within the meaning of Section 170(b)(1)(A)(iv) of the Internal Revenue Code.

Pursuant to the joint request of the UNIVERSITY and the FOUNDATION, the funds in the amount of $1,000,000 are being paid to the FOUNDATION as an Endowment Fund. The principal amount shall be invested by the FOUNDATION and the income, such as dividends and interest, shall be used solely and only to fund a salary supplement and operating expenses of the Temple Chair in Forestry at the UNIVERSITY. This includes, but is not limited to, such items as a salary supplementation above regular faculty salary in order to attract the highest qualified person; research associates or graduate student stipends; research operating expenses including travel, equipment, publications and personnel services; seminars and short-courses on forestry; and guest lecturers. The principal Grant, the increases in value and any capital gains resulting from sales or exchanges shall constitute principal of the Endowment Fund and shall not be used for operations.

1. The Temple Chair will be held by a regular member of the faculty of the UNIVERSITY and School of Forestry and shall enjoy all of the rights and responsibilities of regular faculty membership and who:
1.1. has outstanding and superior professional and academic credentials and stature that is recognized nationally as well as internationally;

1.2. because of outstanding professional and academic stature, will attract and develop the young men and women who will be tomorrow's teachers, business, professional and governmental leaders;

1.3. will devote a reasonable portion of his/her time to teaching at the UNIVERSITY and School of Forestry;

1.4. has the ability and experience to work in consonance with the business, professional and governmental leaders of Texas and the Nation beyond the academic realm;

1.5. has a reasonable period remaining in his/her professional career to ensure continuing high-level contributions; and,

1.6. has an outstanding reputation in the business, professional, governmental and academic communities.

2. T.L.L. Temple, in whose honor the T.L.L. Temple Foundation was created, was one of the pioneers in Texas in believing and practicing the concepts of forest regeneration and multiple use of forest resources. It is the desire of the Temple Foundation that this Chair will help to implement, enlarge upon and refine these concepts in order that the forest of East Texas may be as great a benefit as is possible for all of the citizens. All of the parties to this agreement envision that this Chair in Forestry at the UNIVERSITY will be used in an effort to accomplish the following general goals and objectives:

2.1. Creates a focal point for in-depth research, accumulation of factual data and making recommendations in all aspects of forestry and the various forces impacting forest use in East Texas;

2.2. Supporting studies in such areas as environmental concerns, consumption of timber and timber products for industrial uses, multiple uses of the forests, and enjoyment of the forests for hunting, fishing and other recreational purposes;
2.3 Studies of the impact of legal, social and economic activities and demands affecting the forests, including laws, regulations, court decisions and other pertinent matters;

2.4 Through research, study and/or testing and the accumulation of factual data and information to be able to make reliable recommendations in all of the areas contemplated by the establishment of this Chair;

2.5 In making recommendations as mentioned in the foregoing sub-paragraphs, to articulate both the reasons for, and/or against each and every recommendation, as may be appropriate, and perhaps suggesting alternative means and methods for accomplishing a single purpose;

2.6 To always carry out the purposes of the creation of this Chair in a fair, impartial, factual and reliable method contributing to the maximum beneficial use of the forests for all of the citizens of East Texas, and by so doing gain stature as a non-partisan effort producing reliable data that may be safely relied upon by persons in all walks of life; and,

2.7 to contribute to the excellence in research and teaching in the School of Forestry and the UNIVERSITY.

2.8 To strive continually to enhance the credibility and need for professional expertise in the long-term management of forest resources.

3. The FOUNDATION accepts the Grant of $1,000,000 subject to all of the terms and conditions herein and will faithfully perform its duties as herein specified and as defined in a separate agreement between it and the University. Attached hereto as Exhibit "A" is a certified copy of that agreement.

4. The UNIVERSITY agrees to take any and all actions necessary and proper in order to create, support and implement the Temple Chair in Forestry in the School of Forestry of Stephen F. Austin State University, and will operate such Chair in Forestry as herein described. Attached hereto as Exhibit "B" is a certified copy of a Resolution enacted by the Board of Regents of the UNIVERSITY authorizing execution hereof.
5. This is an absolute gift by the T.L.L. Temple Foundation, and the Foundation does not reserve and shall not have any right to in any matter control or attempt to control any of the operations of such Chair in Forestry. The UNIVERSITY, through its proper actions and personnel, shall have the full and exclusive power and authority to establish, operate and control such Chair in Forestry, but in accordance with the principles hereof. The managing and investing of the endowment fund shall be under the full power and authority of the FOUNDATION, acting through its proper officials and as agreed between it and the UNIVERSITY.

6. All endowment earnings will be made available to the University in a timely and consistent manner in order to maintain a continuing source of support for the Temple Chair in Forestry.

7. The T.L.L. Temple Foundation, upon request to the UNIVERSITY, will be furnished full reports upon the operation of the Temple Chair in Forestry and receive copies of any and all papers and publications issued to the public by the UNIVERSITY as developed by the Chair in Forestry.

EXECUTED THIS 15TH DAY OF May, 1989.

STEPHEN F. AUSTIN STATE UNIVERSITY

BY Peggy W. Wright, Chairman
Board of Regents

A. Lavoy Moore, Chairman

STEPHEN F. AUSTIN STATE UNIVERSITY FOUNDATION, INC.
T.L.L. TEMPLE FOUNDATION

BY: Arthur Temple, Chairman

Approved as to form:

Robert Provan, Legal Counsel
Stephen F. Austin State University
AGREEMENT FOR USE OF UNIVERSITY FACILITIES BY THE
STEPHEN F. AUSTIN STATE UNIVERSITY
FOUNDATION, INC.

This agreement between Stephen F. Austin State University and the Stephen F. Austin State University Foundation, Inc. will become effective July 22, 1985, and will renew automatically each year thereafter until notice of termination is given in writing by either party to the other with at least thirty (30) days of advance notice. However, arrangements for modifications in the agreement may be worked out by mutual consent.

I.
SERVICES PROVIDED BY STEPHEN F. AUSTIN STATE UNIVERSITY
FOUNDATION, INC.

The Stephen F. Austin State University Foundation, Inc. agrees:
1. To provide scholarship funds for students at SFASU;
2. To solicit and maintain endowment funds for academic excellence and achievement at SFASU;
3. To solicit and maintain funds for operational development expenses of the University;
4. To develop special program funding for University sponsored proposals or projects through private contributions;
5. To provide record maintenance and enhancement of donor lists;
6. To develop, maintain, and record management agreements between private donors and SFASU.

II.
SERVICES PROVIDED BY STEPHEN F. AUSTIN STATE UNIVERSITY

Stephen F. Austin State University agrees:
1. To provide office space and office equipment;
2. To provide telephone service;
3. To provide utilities;
4. To provide parking space for officers and employees of the SFASU Foundation, Inc.;
5. To provide custodial services.

SIGNED

Chairman, Board of Regents
Stephen F. Austin State University

Chairman, Board of Directors
Stephen F. Austin State University Foundation, Inc.
WILLIA MURPHY WOOTEN: RESOLUTION OF APPRECIATION

WHEREAS, Willia Murphy Wooten, who received a Master of Education degree from Stephen F. Austin State University in 1978, has established a reputation as an outstanding teacher and public school administrator;

WHEREAS, the Governor of the State of Texas appointed Ms. Wooten to the Board of Regents in 1983;

WHEREAS, Ms. Wooten was the first African-American to serve on the Board;

WHEREAS, Ms. Wooten has represented and supported the University in innumerable ways; and

WHEREAS, Ms. Wooten's term on the Board expired in January, 1989;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-sixth day of April, 1989, that appreciation be expressed to Ms. Wooten for her outstanding service and that best wishes be extended to her in her 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 Ms. Wooten.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Peggy W. Wright, Chairman

Roy Blake

Kelly Jones, Vice Chairman

Homer Bryce

Larry J. Christopher

Don L. Henry, Secretary to the Board

James M. Windham, Jr.
A. LAVOY MOORE: RESOLUTION OF APPRECIATION

WHEREAS, A. Lavoy Moore, a native of Nacogdoches who attended Stephen F. Austin State Teachers College (now University), established, and continues to operate, a highly successful business;

WHEREAS, Mr. Moore, as a businessman and civic leader has for many years made important contributions in both his local community and the region;

WHEREAS, in 1986, the Governor of the State of Texas appointed Mr. Moore to the Board of Regents of Stephen F. Austin State University;

WHEREAS, Mr. Moore served as Vice Chairman of the Board in 1987-89;

WHEREAS, Mr. Moore has been an effective spokesman for and supporter of the University for many years; and

WHEREAS, Mr. Moore's term on the Board expired in January, 1989;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-sixth day of April, 1989, that appreciation be expressed to Mr. Moore 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. Moore.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Peggy W. Wright, Chairman

Roy Blake

Kelly Jones, Vice Chairman

Homer Bryce

Larry J. Christopher

Dan Haynes

Attest:

Richard C. Hile

Don L. Henry, Secretary to the Board

James M. Windham, Jr.
A. NELSON RUSCHE: RESOLUTION OF APPRECIATION

WHEREAS, A. Nelson Rusche, a 1949 graduate with a Bachelor of Business Administration degree from Stephen F. Austin State College (now University), has had an eminently successful business career and served his community in numerous capacities;

WHEREAS, the Governor of the State of Texas appointed Mr. Rusche to the Board of Regents of his alma mater in 1985;

WHEREAS, Mr. Rusche has demonstrated his devotion to the well-being of the University on many occasions and in many ways; and

WHEREAS, Mr. Rusche's term on the Board expired in January, 1989;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-sixth day of April, 1989, that appreciation be expressed to Mr. Rusche 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. Rusche.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Peggy W. Wright, Chairman

Kelly Jones, Vice Chairman

Attest:

Don L. Henry, Secretary to the Board

Roy Blake

Homer Bryce

Larry J. Christopher

Dan Haynes

Richard C. Hile

James M. Windham, Jr.
M. M. STRIPLING: RESOLUTION OF APPRECIATION

WHEREAS, M. M. (Mack) Stripling, a 1933 graduate with a Bachelor of Arts degree from Stephen F. Austin State Teachers College (now University), has long provided leadership to his native Nacogdoches and East Texas through his professional and civic activities;

WHEREAS, in 1986 the Governor of the State of Texas appointed Mr. Stripling to the Board of Regents of his alma mater;

WHEREAS, Mr. Stripling's service on the Board of Regents represented only the most recent of the long term support he has provided the University;

WHEREAS, Mr. Stripling found it necessary to resign his position on the Board in 1989; and

WHEREAS, Mr. Stripling has indicated his willingness to continue his support to the University in the future;

NOW THEREFORE BE IT RESOLVED by the Board of Regents of Stephen F. Austin State University, in meeting assembled this twenty-sixth day of April, 1989, that appreciation be expressed to Mr. Stripling 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. Stripling.

THE BOARD OF REGENTS, STEPHEN F. AUSTIN STATE UNIVERSITY

Peggy W. Wright, Chairman

Roy Blake

Kelly Jones, Vice Chairman

Homer Bryce

Larry J. Christopher

Dan Haynes

Attest:

Richard C. Hile

Don L. Henry, Secretary to the Board

James M. Windham, Jr.