

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1974 - 1975

VOLUME II

MINUTES OF  
BOARD OF REGENTS MEETING  
MAY 16, 1975

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
May 16, 1975

M120. The Board of Regents of Texas Tech University met in regular session on May 16, 1975 in the Board Room on the Texas Tech University campus. The following Regents were present: Mr. Clint Formby, Chairman, Dr. Judson F. Williams, Vice Chairman, Mr. J. Fred Bucy, Jr., Mr. Bill E. Collins, Dr. John J. Hinchey, Mr. A. J. Kemp, Jr., Mr. Robert L. Pflugger, Mr. Charles G. Scruggs, and Mr. Don R. Workman. University officials and staff present were: Dr. Grover E. Murray, President, Dr. Glenn E. Barnett, Executive Vice President; Mr. Leo E. Ells, Vice President for Financial Affairs and Treasurer; Dr. Clyde E. Kelsey, Jr., Vice President for Development; Mr. Bill J. Parsley, Vice President for Public Affairs; Dr. William R. Johnson, Interim Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Dr. Monty E. Davenport, Senior Associate Vice President; Dr. Len Ainsworth, Associate Vice President for Academic Affairs; Dr. Floyd Perry, Associate Vice President for Academic Affairs; Mr. Fred J. Wehmeyer, Associate Vice President for Administrative Services; Mr. Clifford Yoder, Assistant Vice President for Auxiliary Activities; Mr. Carlton B. Dodson, Resident Counsel; Mrs. Freda Pierce, Secretary of the Board; Mr. Don Boucher, Director of Internal Relations; Mr. Norman Igo, Director of New Construction; Dr. Anson R. Bertrand, Dean, College of Agricultural Sciences; Dr. Donald Longworth, Dean, College of Home Economics; Dr. Charles Hardwick, Chairman, Executive Committee, Faculty Council; Dr. Harold Luce, Chairman, Department of Music; Dr. William W. Frye, University Professor; Mr. Elo J. Urbanovsky, Professor of Park Administration; Dr. Ken Ketner, Assistant Professor of Philosophy; Dr. Richard C. Gray, Director, Computer Services; Mrs. Bea Zeeck; Assistant Director of Information Services; and Mr. Clyde Westbrook, Budget Officer.

Others present were: Mr. Pete Baker, President, Ex-Students Association; Mr. W. K. Barnett, Ex-Students Association; Mr. George Richie, Architect, Howard K. Smith and Partners; Mr. Berwyn Tisdell and Mr. Bill Adling, Architects, Tisdell and Adling; Mr. Randy Riggs, Avalanche-Journal; Mr. Bob Hannan, Editor, University Daily; Mr. Dan Royal and Mr. Joe Gilbert, KCBD News; Mr. Bruce Hicks, KLBK News; Miss Ruth Foreman, President, Residence Halls Association; Mr. Willis Bell, Residence Halls Association; Mr. Bob Duncan, President, Student Association; Mr. Mike Smiddy, Mr. James Spears and Mr. Steve Eli, Student Association; Miss Dottie Buchanan, Miss Gloria Masso, Mr. Robert Montemayor, Mr. Jim Godfrey, Mr. James Cook and Miss Barbara Smith, Students.

M121. Mr. Formby called the meeting to order and asked Dr. Robert Ewalt to give the invocation.

M122. Mr. Formby asked if there were any corrections to the Minutes of the Board meetings of March 14, 1975, and March 21, 1975. He stated that since there were no corrections, they would stand approved as submitted.

M123. Upon motion made by Dr. Williams, seconded by Mr. Collins, the Board by unanimous vote approved Administrative Actions not previously acted upon by the Board, being Items 8a through 11e.

M124. Mr. Formby then made the following statement; "The Board of Regents now having been duly convened in open session, and statutory notice of this meeting of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce an Executive Session of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and this Executive Session is specifically authorized by Section 2 - Paragraphs E, F, and G of the Statute." The Board reconvened at 10:30 a.m. and Mr. Formby welcomed all who were in attendance, and stated that any and all are invited to attend the Board meetings. He gave a brief outline of the agenda items to be considered.

M125. Dr. Williams gave the report for Academic and Student Affairs. At his request Dr. Johnson came forward to report. The following ten items (M126 through M135) constitute action taken upon the committee recommendations.

M126. Upon motion made by Dr. Williams, seconded by Dr. Hinchey, the Board by unanimous vote conferred emeritus status to the individuals whose names appear on the attached list; Attachment No. 1.

M127. Upon motion made by Dr. Williams, seconded by Mr. Collins, the Board by unanimous vote authorized the creation of a Department of Museum Science within the College of Arts and Sciences.

M128. Dr. Johnson handed each Regent an Annual Faculty Report form and one which is to be completed by the Department Chairman, which forms he devised for the purpose of faculty evaluation and improvement of instruction. The Board was very complimentary of Dr. Johnson's work in initiating this program of merit measurement, and felt that it was probably a unique instrument in academics. He then exhibited a study of formula application of faculty salaries, which generated much interest and discussion. He further explained that he is working on a course inventory, and is making a study of the courses which have been added and deleted within the past six years. He will have a report to make to the Board on this subject in the August meeting.

M129. Mr. Formby then made the following statement regarding the search for a Vice President of Academic Affairs, "The Chairman of the Academic and Student Affairs Committee and I have reviewed the situation with President Murray and Executive Vice President Barnett, including a discussion of the proposals submitted by the Ad Hoc Committee on Academic Organization, and a consideration of the need for close coordination of various medical and health related programs now developing. The appointment is of such importance and interest to the entire spectrum of the University complex academic activities that we have directed the President to withhold his recommendation regarding this position until he and the administration have had time to review carefully the recommended organizational changes and to have considered the most efficient and effective organizational structure for the complex. Dr. William Johnson will continue to serve in an interim

capacity until these studies are completed." Dr. Hinchey stated that he thought the Board has been impressed with Dr. Johnson's performance to date.

M130. Dr. Murray opened the subject of reports by department chairmen which had been requested in prior meetings. After discussion concerning an allowance for time to hear these reports, it was decided the Board would meet on Thursday afternoons preceding Board meetings to hear department chairmen.

M131. Dr. Murray gave a comprehensive report on the importance of new developments within the College of Agricultural Sciences, and the need for additional funding to effectuate the necessary moving of field laboratories to the farm locations. All Board members expressed concern for continued efforts of improving and developing the College, and were complimentary of Dr. Murray and the staff for their time regarding this study and attention to this program.

M132. Mr. Formby interjected that he would like to recognize two important visitors who had just arrived, being Mr. Pete Baker of Abilene, President of the Ex-Students Association, and Mr. Bill Barnett of Levelland, Chairman of a special alumni committee of the Ex-Students Association. He further stated that the Board members had met with these gentlemen yesterday afternoon along with that committee, in what was a very fruitful meeting, and one in which they discussed many common goals for the betterment of this institution. He thanked them for coming by and for the visit with them yesterday.

M133. Dr. Williams then called upon Dr. Ewalt to come forward to report on Student Affairs. Dr. Ewalt stated that there was one action item which was a student request to change the policy regarding alcoholic beverages. The first request is from the Residence Halls Association for possession in the Residence Halls, and the second is from the Student Association for sale of beer in the University Center. Ruth Foreman, President of the Residence Halls Association made the presentation to permit consumption of alcoholic beverages in the dorms. Bob Duncan, President of the Student Association, made the presentation for the sale of beer in the University Center. He was assisted by Mike Smiddy, law student and Mit Spears, student, who presented legal aspects and statistics on a student survey, respectively.

M134. The following motion was made by Dr. Williams, seconded by Dr. Hinchey: I move the approval of the change in the alcohol policy in regard to the recommendation by the Residence Halls Association for the item so considered; that it be tried for one full semester beginning fall, 1975, on a trial basis. Dr. Williams voted in favor of the motion; all other members voted against, and Mr. Formby announced that the motion was defeated.

M135. The following motion was made by Dr. Williams, seconded by Dr. Hinchey: I move the passage of the proposal in regard to the University Center, for the, as presented, proper area for the sale of beer. Dr. Williams and Dr. Hinchey voted in favor of the motion; all other members voted against, and Mr. Formby announced that the motion was defeated and that we will continue with the present policies in both areas.

M136. Mr. Bucy requested that there be placed on the agenda a discussion and proposal for a more rigorous program related to counseling our freshmen and sophomores. Mr. Formby replied that the questionnaire concerning this received

prior to the meeting was extremely interesting, and it does reflect that this is an area that needs to be considered, and it will be done at the next meeting. Dr. Murray explained that work continues in an effort to improve this program. The Board then recessed for lunch and a tour of the library, and reconvened at 1:55 p.m.

M137. Mr. Pfluger gave the report for the Public Relations and Legislative Committee. The following four items (M138 through M141) constitute action taken upon the committee recommendations. At Mr. Pfluger's request, Mr. Parsley came forward and reported on the status of proposed legislation as well as some bills which have already been passed. He praised our own Student Association for their aid in getting the Student Service Fee passed relating to medical services for students.

M138. Upon motion made by Mr. Pfluger, seconded by Dr. Williams, the Board by unanimous vote approved the Resolution as read, commending the Honorable Bill Clayton, Speaker of the House of Representatives; Attachment No. 2.

M139. Upon motion made by Mr. Pfluger, seconded by Dr. Williams, the Board by unanimous vote approved the Resolution as read, commending Lieutenant Governor William P. Hobby; Attachment No. 3.

M140. At Mr. Pfluger's request, Dr. Kelsey came forward and reported on the activities of the Foundation. He mentioned that funding for the Carol of Lights is so limited that the program might suffer. It was the concensus of the Board that funding should be sought and a program pursued to raise money for this project as it is a tradition of utmost importance.

M141. Mr. Formby stated that he would like to appoint a new committee to serve under this Board, which would be called the Development Committee of the Board of Regents. It would work with Dr. Kelsey as a liaison and it would provide Board input in our campaign for funds. It would be in effect for one year, and the Committee is to be composed of Don Workman as Chairman, Robert Pfluger, and Dr. John Hinchey. Mr. Formby commented that he felt that the Regents trip to Junction was a success; that he was hopeful of the Board touring the Brownfield property, the New Deal farmland, and the Amarillo Center to see Pantex by summer or this fall. Dr. Murray reported that the Committee Fifty has developed the summary report furnished each member of the Board; that the committee is essentially on schedule, and it is the plan of the committee to meet sometime this summer for the development of a draft which will come to the Board for approval. He also gave each member the brochure "Profiles of Change at Texas Tech University" which was authored by the committee.

M142. Mr. Bucy gave the report for the Finance Committee. The following fourteen items (M143 through M156) constitute action taken upon the committee recommendations.

M143. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: BE IT RESOLVED, that the Board of Regents of Texas Tech University approves the attached budget for Texas Tech University and Texas Tech University Museum for the 1975-76 fiscal year contingent upon anticipated fund availability indicated on pages S-1 through S-3; Attachment No. 4. Prior to the motion Dr. Murray made a comprehensive presentation of the

proposed budget. He explained each segment of the development of the budget and stated that it is based upon the assumption that it will be approved by the Legislature. Mr. Bucy was complimentary of Dr. Murray's explanation of the line items and detailed information.

M144. Upon motion made by Mr. Scruggs, seconded by Mr. Bucy, the Board by unanimous vote approved that a brief leaflet be developed by the Administration that puts in a clear way on a per student basis, the amount appropriated annually per student as represented by a long-term capital investment, and this be made available to students, parents and the Texas Tech public.

M145. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that a Student Health Service Fee be approved, and that beginning September 1, 1975 a fee of \$9.00 be collected from each student enrolled during the regular session and \$4.50 from each student enrolled during each six-week term of the summer session. Mr. Ells explained that the proposed policy for exceptions to this fee will be presented at the August meeting.

M146. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board by unanimous vote approved the following Resolution: RESOLVED, That effective the beginning of the fall semester, 1975, a compulsory Student Service Fee of \$2.60 per semester credit hour registered shall be collected from each student provided that the maximum shall not be more than twenty-four dollars (\$24.00) for any regular semester or six-week session.

M147. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board approved the following Resolution with Mr. Workman abstaining: BE IT RESOLVED, effective the beginning of the fall semester, 1975, and hereafter, a Student Use Fee of five dollars and fifty cents (\$5.50) per semester credit hour shall be fixed and collected from each student, except that only those students who, on or before the twelfth (12th) class day of the fall or spring semester, applicable, or on the fourth (4th) class day of a summer term, applicable, were employees of Texas Tech University eligible as defined in Chapter 3, Texas Education Code and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas" shall not pay this fee. Contingent upon Coordinating Board approval to construct the identified facilities, authorize the Administration to retain Mr. Sam Maclin of Russ Securities Corporation as bond fiscal agent and McCall, Parkhurst and Horton as bond attorneys, and to proceed, if feasible, with a Student Use Fee Bond sale of approximately \$10,000,000.00. It was the consensus of the Board that priority should be placed on recreational facilities, and they requested a list of priorities.

M148. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote approved the residence halls rates as recommended for 1975-76; Attachment No. 5.

M149. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the collection of 55% of the academic year Residence Halls charges for the fall semester and 45% of the academic year rate to be collected for spring semester for all students entering the residence halls at the beginning of the academic year. Students entering the residence halls at the beginning of the spring semester will be charged one-half of the academic year rate.

M150. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote authorized the Administration to negotiate concession contracts for the period August 26, 1975 to August 25, 1977 with the Ex-Students Association and the present concession contractors; further authorized the Chairman of the Board to sign such negotiated contracts and have the contracts ratified at the August 1, 1975 Board meeting.

M151. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote authorized the Administration to negotiate a concession contract for milk, hot foods, and sandwiches for the period of August 26, 1975 to August 25, 1977 with the Ex-Students Association and the present soft drink concession contractor; further authorized the Chairman of the Board to sign such negotiated contract and have the contract ratified at the August 1, 1975 Board meeting.

M152. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the awarding of a contract to American Yearbook Company for the publishing of the La Ventana yearbook for the years 1976 and 1977 for the base bid of \$36,230.00 for 6,500 copies each year in keeping with their proposal submitted April 10, 1975.

M153. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote authorized the Administration to award the writing of the Student Optional Group Hospital-Medical-Surgical Insurance program to the lowest qualified bidder effective with the fall 1975 semester, with the University to have the option to continue the coverage at the same premiums for the second year, 1976-77.

M154. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote authorized the Administration to continue the Student Optional Life Insurance Program with Eagle Life Insurance Company for the year 1975-76 at the same premiums.

M155. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote authorized the Administration to award the writing of a Student Optional Group Personal Property Insurance program to the lowest qualified bidder effective in the fall of 1975.

M156. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: Resolved that the Chairman of the Board of Regents be and he is hereby authorized and directed by the Board of Regents of Texas Tech University to make, execute, and deliver for and on behalf of the Institution a Distribution and Stipulation Agreement, with the Estate of Jessie Lee Thornton, deceased, a copy of which is attached hereto and incorporated herein for all pertinent purposes. And further resolved that the Chairman of the Board of Regents be and he is hereby authorized and directed to make, execute and deliver for and on behalf of the Institution any and all necessary and proper legal instruments and documents appropriate to legally effectuate the settlement, distribution, consummation, and receipt of the assets of the Estate to be received by the Institution from such Estate including, but not limited to, receipt of stock certificates, cash and other personal properties, execution and delivery of division orders and other appropriate legal instruments in connection with the receipt of oil, gas and other mineral properties. The Distribution and Stipulation Agreement is attached and made a part of the Minutes, Attachment No. 6.

M157. Dr. Hinchey gave the report for the Committee of the Whole. The following two items (M158 and M159) constitute action taken upon the committee recommendations.

M158. Upon motion made by Dr. Hinchey, seconded by Dr. Williams, the Board by unanimous vote extended an invitation to continue on the staff for one year to the individuals shown on the attached list; Attachment No. 7.

M159. Upon motion made by Dr. Hinchey, seconded by Mr. Collins, the Board by unanimous vote adopted the attached Resolution designating administrative personnel for purposes of security clearance; Attachment No. 8.

M160. Mr. Kemp gave the report for the Campus and Building Committee. The following ten items (M161 through M170) constitute action taken upon the committee recommendations.

M161. Upon motion made by Mr. Kemp, seconded by Mr. Bucy, the Board by unanimous vote approved the following Resolution: RESOLVED, that the bid of Hammock Brothers Construction Company in the total amount of \$411,900.00 be accepted and that the contract be duly executed (for repair and minor renovation of Horn Residence Hall).

M162. Upon motion made by Mr. Kemp, seconded by Mr. Bucy, the Board by unanimous vote approved the following Resolution: RESOLVED, that the working drawings for site work and utilities systems, new building, and for moving existing buildings of Phase I of the Agricultural Facilities at New Deal, be approved and authorization be given to receive bids; that permission be given to award a contract for the construction of the site work and utilities if the bids do not exceed \$956,000.00 for that portion of the work.

M163. The general opinion of the Board was that a plan should be devised to fit future programs into foreseeable funds relating to the College of Agricultural Sciences. In line with this Mr. Bucy made the motion, seconded by Dr. Hinchey, and the Board passed unanimously that a committee be formed composed of Mr. Pfluger, Chairman, Mr. Kemp and Mr. Scruggs to work with Mr. Workman to all coordinate with the Dean of Agricultural Sciences to come up with a philosophy and objectives for the College of Agriculture. Chairman Formby requested a report from this committee for the August meeting.

M164. Mr. Kemp then requested Dr. Barnett and Mr. Urbanovsky to show slides relating to a proposed campus loop system. They made a detailed presentation and there was a lengthy discussion concerning the routing of traffic. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the concept of a campus loop system, the preparation of specifications, and the receiving of bids for the first phase of the loop system not to exceed \$190,000.00, with instructions not to relocate any streets until the Board has had a second look at the proposed loop system.

M165. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following Resolution: RESOLVED, that the schematic drawings for the Food Sciences - Home Economics Addition be approved and the project architects be authorized to proceed with the contract documents. Prior to the motion Mr. Berwyn Tisdell of Tisdell and Adling, Architects, presented drawings and proposed schematics of the new building.

M166. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that the bid of Anthony Mechanical, Inc. be accepted in the total amount of \$266,000.00 and that a contract be duly executed (for renovating the original Chemistry Building).

M167. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that the bid of Revcon Corporation be accepted in the total amount of \$166,518.00 and that a contract be duly executed (for the renovation of the north wing of Gaston Hall for research laboratory space).

M168. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that the administration be authorized to initiate the planning of a Recreational Building.

M169. Upon motion made by Mr. Kemp, seconded by Mr. Workman, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Chairman of the Board of Regents be and he is hereby authorized, subject to any required Legislative approval, to make and execute agreements with or easements to various public utility companies to provide electric, water, gas, telephone and other necessary utility services to the Texas Tech University Agricultural Facilities at New Deal, Texas; AND FURTHER RESOLVED, the Board of Regents authorizes the Administration to take any necessary action to secure and obtain any required Legislative authority to consummate the above and foregoing matters.

M170. Mr. Kemp reported that progress is being made on formulating the contract documents to build Indiana Avenue. He stated that there are still problems to be resolved on the intersection at the Tech Freeway and some right turn lanes, but that representatives of the university, the city, and the highway department are working together for the solution to these problems.

M171. Dr. Barnett announced that a lengthy report on space usage was prepared for presentation at this meeting, but Mr. Formby asked that it be postponed until the August meeting due to the absence of some of the Board members as well as the lateness of the hour. Dr. Barnett showed some of the plans and locations for the developments in Engineering relating to the Textile Research Center addition. Mr. Kemp commented that Dr. Murray, Dr. Barnett, and Mr. Igo have spent a lot of time on the building program, and they are to be commended for it.

M172. Mr. Formby stated that it was pertinent to seriously consider going into Board meetings for one and one-half days due to the lack of time to hear reports and make decisions within the span of one day. Dr. Williams suggested having the School of Medicine meeting and departmental reports on the Thursday afternoon preceding the Texas Tech University Board meeting on Friday. It was agreed that it was extremely urgent that all Board members attend the meetings of both days, as both would be meetings of official action.

M173. There being no further business, the meeting adjourned.

Freda Pierce, Secretary

FP:rc

May 16, 1975

Attachments (May 16, 1975)

1. List of Individuals Given Emeritus Status; Item M126.
2. Resolution, Honorable Bill Clayton, Speaker of the House of Representatives; Item M138.
3. Resolution, Lieutenant Governor William P. Hobby; Item M139.
4. Budget, Texas Tech University and Texas Tech University Museum; Item M143.
5. Residence Halls Rates for 1975-76; Item M148.
6. Distribution and Stipulation Agreement, Thornton Estate; Item M156.
7. List of Individuals Invited to Continue on the Staff for One Year; Item M158.
8. Resolution Designating Administrative Personnel for Purposes of Security Clearance; Item M159.

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I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University Board of Regents meeting on May 16, 1975.

Freda Pierce, Secretary

SEAL

May 16, 1975

Individuals Awarded Emeritus Status

John W. Ault, Associate Professor, Department of Mathematics

Vernon T. Clover, Professor, Department of Economics

James E. Kuntz, Professor, Department of Psychology

Mina W. Lamb, Professor, Department of Food and Nutrition

Helen T. Lockard, Professor, Department of Art

Mhyra S. Minnis, Professor, Department of Sociology

Russell W. Strandtmann, Professor, Department of Biological Sciences

Dorothy E. Wallace, Professor, Department of Home and Family Life

Lynwood M. Holland, Professor, Department of Political Science

WHEREAS, the present State Constitution was originally adopted by the people of the State of Texas in 1876, and

WHEREAS, such Constitution has been amended from time to time during the ensuing years, and

WHEREAS, the State Legislature in Regular Session in 1971 provided for a Constitutional Convention, but such Convention was unable to report a Constitution for consideration by the people of the State, and

WHEREAS, the 64th Legislature meeting in regular session has passed a new and revised Constitution for consideration by the people of the State of Texas, and

WHEREAS, the proposed Constitution recognizes the needs and importance of higher education in Texas, and

WHEREAS, the Honorable Bill Clayton, Speaker of the House of Representatives, has demonstrated unusual and outstanding leadership ability in causing the proposed Constitution to be placed before the voters of the State of Texas for due consideration.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University does hereby commend the Honorable Bill Clayton, Speaker of the House of Representatives, for his outstanding leadership of the House of Representatives by accomplishing the passage and presentation of the proposed Constitution to the electorate;

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Board of Regents and a copy duly presented to the Honorable Bill Clayton, Speaker of the House of Representatives, Texas State Legislature.

WHEREAS, the present State Constitution was originally adopted by the people of the State of Texas in 1876, and

WHEREAS, such Constitution has been amended from time to time during the ensuing years, and

WHEREAS, the State Legislature in Regular Session in 1971 provided for a Constitutional Convention, but such Convention was unable to report a Constitution for consideration by the people of the State, and

WHEREAS, the 64th Legislature meeting in regular session has passed a new and revised Constitution for consideration by the people of the State of Texas, and

WHEREAS, the proposed Constitution recognizes the needs and importance of higher education in Texas, and

WHEREAS, the Honorable William P. Hobby, Lieutenant Governor, has demonstrated unusual and outstanding leadership ability in causing the proposed Constitution to be placed before the voters of the State of Texas for due consideration.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University does hereby commend the Honorable William P. Hobby, Lieutenant Governor, for his outstanding leadership of the Senate by accomplishing the passage and presentation of the proposed Constitution to the electorate;

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the Board of Regents and a copy duly presented to the Honorable William P. Hobby, Lieutenant Governor, Texas State Legislature.

TEXAS TECH UNIVERSITY COMPLEX  
ESTIMATED EDUCATIONAL AND GENERAL FUNDS AVAILABLE  
FY 1975-1976

S-1

TEXAS TECH UNIVERSITY

1. General Administration:	
a. President	\$ 37,100
b. All Other	2,258,515
2. General Institutional Expense	640,896
3. Staff Benefits	403,560
4. Resident Instruction:	
a. Faculty Salaries	18,755,553
b. Departmental Operating Expense	3,961,696
c. Instructional Administration	990,480
5. Organized Activities	267,923
6. Vocational Teacher Training	38,105
7. Library	2,102,473
8. Organized Research	704,640
9. Extension and Public Service	282,444
10. Physical Plant Operation:	
a. General Services	683,554
b. Campus Security	174,677
c. Building Maintenance	1,475,081
d. Custodial Services	1,316,251
e. Grounds Maintenance	417,016

TEXAS TECH UNIVERSITY COMPLEX  
ESTIMATED EDUCATIONAL AND GENERAL FUNDS AVAILABLE

S-2

TEXAS TECH UNIVERSITY (Continued)

f. Utilities:	
(1) Purchased Utilities	\$ 3,426,880
(2) All Other Utilities	145,656
11. Special Items:	
a. Tuition Scholarships	5,000
b. Research in Mesquite, Noxious Brush, Weeds and Other Vegetation, Swine and Vegetables	992,300
c. Research in Wool, Mohair, and Cotton	383,500
d. Research in Agriculture, Business Administration, Engineering, Home Economics, and Water	236,000
e. Junction Annex Operation	177,000
f. Research on Problems of Arid and Semi-Arid Lands	47,200
g. Institute for Energy Research	225,000
h. Efficient Beef Production Research	150,000
12. Repairs and Rehabilitation of Facilities	230,600
13. Reserve for New Programs	51,033
14. Endowment Income	10,000

Estimated Total - Texas Tech University

\$ 40,590,133

TEXAS TECH UNIVERSITY COMPLEX  
ESTIMATED EDUCATIONAL AND GENERAL FUNDS AVAILABLE

S-3

TEXAS TECH UNIVERSITY MUSEUM

1. Museum Operations	\$ 269,711
2. Transfer from Texas Tech Physical Plant	<u>58,906</u>
Estimated Total - Texas Tech University Museum	<u>\$ 328,617</u>

Residence Halls Rates for 1975-1976

Gordon, Sneed, Knapp	\$ 990
Weeks, Wells, Carpenter, Bledsoe, Horn	1080
Wall, Gates, Hulen, Clement, Stangel, Murdough	1134
Chitwood, Weymouth, Coleman	1220



after all taxes, spousal allowance, claims and administration expenses have been provided for or paid.

4. After payment or provision for the residual estate that Dan Thornton is entitled to receive as set forth in paragraph 3 above, and after the specific bequests have been paid or provided for, the residue then remaining shall be distributable as follows:

- 1. 70% to Texas Tech University.
- 2. 30% to Western State College.

5. It is agreed that the Court shall enter such orders as may be necessary to carry out this Stipulation without further notice to the parties hereto.

ATTEST:

TEXAS TECH UNIVERSITY, An Institution  
of Higher Education

\_\_\_\_\_  
Freda Pierce, Secretary

By \_\_\_\_\_  
Clint Formby, Chairman, Board of Regents  
Texas Tech University, but being one  
and the same as Trustees of Texas Tech  
University

\_\_\_\_\_  
Dan Thornton

STATE OF TEXAS        Y  
                                  Y  
COUNTY OF \_\_\_\_\_Y

Before me, the undersigned authority, on this day personally appeared Clint Formby, Chairman of the Board of Regents of Texas Tech University at Lubbock, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said institution of higher education.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 1975.

(SEAL)

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County,  
Texas

STATE OF \_\_\_\_\_Y  
                                  Y  
COUNTY OF \_\_\_\_\_Y

Before me, the undersigned authority, on this day personally appeared Dan Thornton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and

consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

(SEAL)

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County,  
\_\_\_\_\_

CONTINUATION OF EMPLOYMENT

Mr. James E. Loughlin, Head - Chemical Processes, Textile Research Center

Mr. Daniel Aleman, Assistant Building Custodian Foreman, University Center

Mr. Otto J. Helweg, Tree Trimmer, Grounds Maintenance

RESOLUTION DESIGNATING ADMINISTRATIVE OFFICERS FOR SECURITY CLEARANCE

BE IT RESOLVED that all members of the Board of Regents of Texas Tech University have agreed to exclude themselves both individually and collectively from access to any and all classified material and/or information which may be entrusted to the University and such action by the Board has been made a matter of Official Record in the Minutes of the Board. The following are members of the Board of Regents of Texas Tech University:

Mr. Clint Formby, Chairman  
Dr. Judson F. Williams, Vice Chairman  
Mr. J. Fred Bucy, Jr.  
Mr. Bill E. Collins  
Dr. John J. Hinchey

Mr. A. J. Kemp, Jr.  
Mr. Robert Pfluger  
Mr. Charles G. Scruggs  
Mr. Don Workman

THEREFORE, BE IT RESOLVED that those persons authorized the following positions among the Officers of Texas Tech University shall be known as the Managerial Group as described in the Industrial Security Manual for Safeguarding Classified Information:

Dr. Grover E. Murray, President  
Dr. Glenn E. Barnett, Executive Vice President  
Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies  
Mrs. Freda Pierce, Secretary of the Board  
Dr. William R. Johnson, Interim Vice President for Academic Affairs  
Mr. Leo E. Ells, Vice President for Financial Affairs/Treasurer

That the members of the Managerial Group have been processed for access to classified information to the level of the facility security clearance granted Texas Tech University as provided for in the aforementioned Industrial Security Manual.

That the said Managerial Group shall be hereby delegated the full authority and responsibility for negotiating, executing, and administering classified contracts of the Department of Defense or other user agencies of the U. S. Government awarded to Texas Tech University.

WITNESS MY HAND this the 16 day of May, 1975.

Board of Regents  
TEXAS TECH UNIVERSITY

By: /s/ Clint Formby  
Mr. Clint Formby, Chairman

ATTEST:

/s/ Freda Pierce  
(Mrs.) Freda Pierce, Secretary

TEXAS TECH UNIVERSITY  
Lubbock, Texas

TABLE OF CONTENTS

<u>Description</u>	<u>Page</u>
1. Appointments - General Administration, Teaching and Non-Classified Positions -----	1
2. Resignations and/or Terminations - General Administration, Teaching and Non-Classified Positions -----	2
3. Summary of Faculty and Professional Staff Appointments other than Professorial Ranks -----	3
4. Summary of Research Appointments -----	4
5. Summary - Employment and Termination of Classified Personnel -----	5
6. Summary of Leaves - Official Travel -----	6
7. List of Research Budgets -----	7
8. <u>Personnel Matters</u>	
a. Commissioning of Peace Officers -----	11
9. <u>Contracts</u>	
a. Atkinson, Atkinson and Associates - Textile Research Center Addition -----	12
b. Carter and Burgess, Inc. - Indiana Avenue Extension -----	19
c. O. W. Chisum and Company - Air Conditioning Administration Building -----	25
d. Tom Mills, Architect - Renovation of Horn and Knapp Halls -----	29
e. H. R. Bundock, Inc., Contractor - Air Conditioning Administration Building -----	36
f. Rountree Mechanical Contractors, Inc. - Air Conditioning Administration Building -----	39

TABLE OF CONTENTS (continued)

	<u>Page</u>
9. <u>Contracts</u> (continued)	
g. City of Lubbock - Canyon Lakes Project -----	43
10. <u>Gifts and Grants</u>	
a. Summary of Gifts and Grants -----	51
b. Drawings, Texas Scholarships - Account No. 391-6621 ---	53
c. William P. Dukes Scholarship Award - Account No. 391-6630 -----	53
d. Maxine Elam Memorial Scholarship - Account No. 391-6666 -----	53
e. Judge Pat Moore Loan Fund - Account No. 591-0698 -----	54
f. Ernest Wallace - Phi Alpha Theta Scholarship - Account No. 691-0312 -----	54
11. <u>Other Authorizations, Approvals and Ratifications</u>	
a. Official Publications - Graduate School Catalog 1975-76 -----	55
b. Official Publications - Summer School Bulletin 1975 ---	55
c. Leaves of Absence -----	56
d. Out of Country Leaves -----	57
e. Memorandum of Agreement - William Beaumont Army Medical Center -----	62

TEXAS TECH UNIVERSITY  
 Lubbock, Texas

1. For Information Only: Appointments - General Administration,  
 Teaching, and Non-Classified Positions

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. B. S. Schweigert Adjunct Professor	Food & Nutrition	1/16/75 8/31/75	Non-Salaried 7½ months
Mr. James Edward Davidson Lecturer	Mass Communi- cations	9/1/75 5/31/76	\$ 2,250.00 25%
Dr. John L. Kice Chairman & Professor	Chemistry	9/1/75 5/31/76	29,000.00 9 months
Dr. Robert Joseph Krajewski Associate Professor	Education	9/1/75 5/31/76	16,500.00 9 months
Dr. John M. Malloy Associate Professor	Business Administration	7/14/75 8/23/75	3,667.00 6 weeks
Dr. Forrest Arthur Newlin Associate Professor	Speech and Theatre Arts	9/1/75 5/31/76	16,000.00 9 months
Dr. Andrew M. Torres Visiting Professor	Biological Sciences	6/1/75 6/21/75	1,660.00 3 weeks
Dr. James Barry Wilcox Associate Professor	Business Administration	7/14/75 8/23/75	3,250.00 6 weeks
Dr. G. Milton Wing Visiting Professor	Mathematics	9/1/75 5/31/76	25,000.00 9 months

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching and  
Non-Classified Positions

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2.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Deore J. Cannon Associate Professor	Psychology	3/25/75 (Deceased)
Dr. Alexander Pope Hull, Jr. Associate Professor	Germanic & Slavonic Languages	5/31/75
Dr. Gerald S. Kirby Associate Professor	Mechanical Engineering	7/15/75
Dr. Samuel Hunt Lee Professor	Chemistry	4/3/75 (Deceased)
Dr. Raymond E. Meyer Associate Professor	Agronomy	4/1/75
Mr. Paul Milosevich Associate Professor	Art	5/31/75
Dr. Dale W. Zinn Professor	Animal Sciences	5/31/75

TEXAS TECH UNIVERSITY  
Lubbock, Texas

3. Summary of Faculty and Professional Staff Appointments  
other than Professorial Ranks

	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4½ months or under</u>
1. Instructor -----	-0-	-0-
2. Instructor (Part-time, non-student) -----	-0-	1
3. Part-time Instructor (Graduate Student) ----	2	1
4. Teaching Assistant -----	23	3
5. Other Professional Personnel -----	<u>-0-</u>	<u>3</u>
Total -----	<u>25</u>	<u>8</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

4. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months and over</u>	<u>4½ months and under</u>
1. Research Associate -----	1	-0-
2. Research Assistant -----	<u>-0-</u>	<u>16</u>
Total -----	<u>1</u>	<u>16</u>

Texas Tech University

Lubbock, Texas

5. For Information Only: Employment and Termination of  
Classified Personnel

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	62	55	29
2. Equipment Operators --	-0-	-0-	-0-
3. Building, Grounds Services -----	6	1	3
4. Engineering, Trades, Technical -----	11	20	11
5. Personnel Services, Residence Halls and Public Relations -----	9	6	12
6. Agricultural Services -----	-0-	-0-	-0-
7. Stores and Purchasing Group -----	3	-0-	2
8. Miscellaneous Group --	11	1	2
9. Food Service Worker --	<u>-0-</u>	<u>1</u>	<u>-0-</u>
Total -----	<u>102</u>	<u>84</u>	<u>59</u>

TEXAS TECH UNIVERSITY  
 Lubbock, Texas

6. For Information Only: Official Travel

Out-of-State Travel Leaves

1. Purpose of Leaves summarized into four groups:	<u>Number</u>
a. To Present an Original Research Paper -----	67
b. To Attend a Professional Meeting -----	103
c. Trip in Conjunction with Research Project -----	7
d. Trip Required in Performance of University Duties -----	<u>14</u>
Total -----	<u>191</u>

2. Estimated Expenses and Source of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds -----	56	\$36,883.23
b. From Auxiliary Accounts -----	24	5,756.43
c. Gifts, Grants and/or Contract Research -----	95	26,718.27
d. From Current Restricted Funds -----	5	2,648.00
e. From Revolving Funds -----	5	943.96
f. From Museum -----	5	1,188.00
g. From Unappropriated Funds -----	<u>1</u>	<u>160.00</u>
Total -----	<u>191</u>	<u>\$74,297.89</u>

\* Federal  
\*\* Private

TEXAS TECH UNIVERSITY  
Lubbock, Texas

(191-State Appropriated Funds  
(391-Sponsored Funds from Federal,  
Private and Other Sources

7. For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3084 **	MTM Association	Biomechanics Research in Industrial Engineering	M.M. Ayoub	Ind. Eng.	2/01/75 1/31/76	\$10,200
391-3669 **	Robert A. Welch Foundation	Spectroscopy and Photobiology of Biological Molecules	P.S. Song	Chemistry	6/01/75 5/31/75	18,000
391-3090 **	Cotton Incorporated	Analysis of Seed Cotton Storage and Handling Systems	M. Smith	Ind. Eng.	11/01/74 6/30/75	20,000
191-5405	OR 191-4001	Chemical Kinetics of the Reaction of Singlet Oxygen with Sulfur Dioxide	R. Tock	Chem. Eng.	9/01/74 8/31/75	1,000
191-8701	SI 191-8728	The Effects of Rapid Freezing Techniques on the Nutritional and Storage Properties of Raw and Cooked Cottonseed Cookies	J. Williford	F&N	2/01/75 8/31/75	585

Acciybt Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3305 *	NASA	The Development of a Prototype Physiological Data Plus Voice-Telemetry	W. Portnoy	EE	2/03/75 2/28/76	\$ 30,000
391-1272	Texas Comm. Alcoholism	Female Project	G. Lawlis C. Stapleton	Psychology	3/01/75 8/31/75	1,000
391-3003 *	AFOSR	Radiation Generation from Exploding Wire	J. Craig	E.E.	4/01/75 3/31/76	14,000
391-3088 **	Cotton, Inc.	Anatomical Analysis of Cotton Wastes	P. Morey	Biol. Sci.	1/01/75 12/31/75	11,000
391-3150 **	Argonne Nat'l Labs.	Design Criteria for Wind Resistant Structures at the Site	J. McDonald	Civ. Eng.	3/11/75 8/31/75	14,850
391-3314 *	NSF	Chemistry of Electronic Excited States of Biological Molecules	P. Song	Chemistry	4/01/75 9/30/77	40,000
391-3427 **	Arrowhead Mills	Soybean Research	S. Yang	F&N	3/01/75 2/29/76	2,000
391-3428 **	Pioneer Hi-Bred	Sorghum Genotype Soil Water Availability Study	D. Krieg	Agronomy	4/01/75 8/31/76	5,500

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
191-8822	SI 191-8820	Food and Nutrition Education Based on Food Intake of Selected Populations in Lubbock, Texas	J. Williford	F&N	1/15/75 8/31/75	\$ 800
391-3445	Texas Historical Commission	Texas Historic Engineering Site Inventory	W. Griggs	Civil Eng.	2/01/75 1/31/76	25,000
391-3129 *	NIH	Determination and Modeling of Lifting Capacity	M. Ayoub	Ind. Eng.	3/01/75 2/29/76	50,283
191-4331	OR 191-4702	Application of Spatial Price Discrimination Theory in Forecasting the Effect of Rising Gasoline Prices.....	J. Greenhut	Economics	9/01/74 8/31/75	1,600
191-4330	OR 191-4702	Class, Ethnicity, Familism and Health Service Use	P. Heller	Sociology	" " "	3,500
191-4302	OR 191-4400	University Theatre Tent Show Research Project	C. Ashby	Speech & Theatre	2/01/75 8/31/75	600
391-3446 **	Various Agencies	Texas Historic Engineering Site Inventory	W. Griggs J. Minor	Civil Eng.	2/01/75 1/31/76	5,763
391-1291 *	Veterans Admin.	Veterans Counseling Contract	R. Greene	Psychology	1/01/75 12/31/75	28,523

<u>Account No.</u>	<u>Source</u>	<u>Short Title</u>	<u>Prin. Inv. or Institute Director</u>	<u>Dept.</u>	<u>Period</u>	<u>Amount</u>
<u>INSTRUCTIONAL</u>						
391-1462 *	NSF	Undergraduate Research Participation	J. Reichert	E.E.	2/15/75 5/31/76	16,680
391-1501	TEA	Food Service Supervisors Course	M. Harden	F & N	8/28/74 6/30/75	6,244

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Approval of Administrative Actions

Personnel Matters

Commissioning of Peace Officers

8. a. Commission as Peace Officers, effective the following dates, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971.

<u>Name</u>	<u>Date</u>
Larry A. Campbell	April 7, 1975
Michael William Unger	March 19, 1975
Clifton Dwane Riggs, Jr.	April 28, 1975

\* \* \* \* \*

Contracts

Atkinson, Atkinson and Associates - Textile Research Center Addition

9. a. Ratify the following Agreement with Atkinson, Atkinson and Associates for the Addition to the Textile Research Center as described. Execution of this contract was authorized in the Board meeting of March 21, 1975, Item M117.

Contract No. 106

AGREEMENT

Made the twenty sixth day of March in the year of Nineteen Hundred and Seventy-five

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Clint Formby, Chairman, the Owner, and Atkinson, Atkinson and Associates, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications and provide the administration of general construction, mechanical and electrical work and work attendant thereto for an Addition to the Textile Research Center, with the total project cost not to exceed one million dollars.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect/Engineer.

Make periodic visits to the site to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.

2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services six percent (6%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

Payments to the Architect for basic services will be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The Direct Personnel Expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain at their own expense consultants. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Atkinson, Atkinson and Associates  
1214 - 14th Street  
Lubbock, Texas 79401

Likewise, termination by the Architects shall be accomplished by directing written notice to

Chairman, Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, based upon completion of work through any phase under the fee basis as applicable, or on a Direct Personnel Expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to Atkinson, Atkinson and Associates in respect to all stipulations, terms and covenants of this Agreement; and likewise, Atkinson, Atkinson and Associates hereby binds itself, their successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any matter transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent to the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this the 25th day of April, 1975.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
ATKINSON, ATKINSON AND ASSOCIATES

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Atmar Atkinson

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Carter and Burgess, Inc. - Indiana Avenue Extension

9. b. Ratify the following Agreement with Carter and Burgess, Inc. for engineering services for the construction of the extension of Indiana Avenue. Execution of this contract was authorized in the Board meeting of January 31, 1975, Item M81.

Contract No. 104

AGREEMENT

Effective the 3rd day of February in the year of Nineteen Hundred and Seventy-five

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through its Chairman, Clint Formby, the Owner, and Carter and Burgess, Inc., Fort Worth, Texas, the Project Engineer.

A. SCOPE OF THE WORK

Provide engineering services to prepare plans and specifications, receive bids, and provide the administration for the construction of street and storm drainage improvements and incidental improvements such as sprinkler system, landscaping, street lighting, signal lights and other items as approved by the Owner for Indiana Avenue extension from 4th Street to 19th Street, Texas Tech University, City of Lubbock, Texas.

B. ENGINEERING SERVICES

The Engineer shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Engineer shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Engineer shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Engineer shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Engineer shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Engineer.

Make periodic visits to the site to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Engineer shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.

2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Engineer's basic fee. Such personnel shall be mutually acceptable to the Owner and the Engineer.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Engineer with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Engineer's latest Statement of Probable Construction Cost. See section below on payment for Alternates.
4. Construction Cost does not include the fees for the Engineer and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Engineer.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Engineer and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full engineering fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Engineer 80% of the engineering fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ENGINEER

The Owner agrees to pay the Engineer as compensation for the basic service the following percentage of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in paragraph D above. In this connection, it is specifically understood and agreed, that compensation for basic services shall be determined by the application of the appropriate percentage figure to the whole of authorized and approved construction cost figure as such term is defined in this contract, rather than on a graduated basis.

Up to	\$300,000	9.00%
\$300,000 to	400,000	8.75%
400,000 to	500,000	8.50%
500,000 to	600,000	8.25%
600,000 to	700,000	8.00%
700,000 to	800,000	7.75%
800,000 to	900,000	7.50%

1. Payments to the Engineer for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

2. For subcontract services such as survey work, soils borings, and performing laboratory tests on soils samples and other materials, authorized and given prior approval by the Owner as to the extent of the work to be performed together with terms and amounts, and performed by the Engineer, the Owner will reimburse the Engineer for the cost plus a service charge for ten percent (10%) of such cost.

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any work. Compensation to the Engineer for additional services shall be as follows:

1. Direct Personnel Expense

The Engineer will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are

assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The Direct Personnel Expense will be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

## 2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Engineer by the Owner.

## G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain at their own expense consultants. It is specifically understood and agreed that any consultant retained by the Engineer shall be the Engineer's expense; however, the Owner reserves the right to approve such consultants and conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Engineer.

## H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

## I. NONDISCRIMINATION IN EMPLOYMENT

The Engineer agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, or sex.

## J. ENGINEER'S ACCOUNTING RECORDS

Records of the Engineer's Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Carter & Burgess, Inc.  
1100 Macon Street  
Fort Worth, Texas 76102

Likewise, termination by the Engineer shall be accomplished by directing written notice to

Chairman, Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

In the event of termination, the Engineer shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, based upon completion of work through any phase under the fee basis as applicable, or on a Direct Personnel Expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future engineers on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to Carter & Burgess, Inc. in respect to all stipulations, terms and covenants of this Agreement; and likewise, Carter & Burgess, Inc. hereby binds itself, their successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Engineer shall assign, sublet or in any matter transfer it or their respective interest in this Agreement to any other

person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Engineer.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Engineer is otherwise notified in writing by Owner and directed to Engineer at their address as above set forth.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this the 11 day of March 1975.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ENGINEER  
CARTER & BURGESS, INC.

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Wilton N. Hammond  
Senior Vice President

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ John Hanson  
Secretary

\* \* \* \* \*

O. W. Chisum and Company - Air Conditioning Administration Building

- 9. c. Approve the following contract with O. W. Chisum and Company, Mechanical Contractor, in the amount of \$131,400.00 for the work as specified. Execution of this contract was approved in the Board meeting of January 31, 1975, Item M87.

Contract No. 103

AGREEMENT

made this 10th day of February in the year of Nineteen Hundred and Seventy Five

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and O. W. Chisum and Company, Mechanical Contractor, Lubbock, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. 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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for work in tunnel shown on sheets T-1 and T-2, dated January 31, 1975, of Architect's Project No. 7402 "Air Conditioning and Alterations for the Administration Building at Texas Tech University, Lubbock, Texas".

ARTICLE 3

ARCHITECTS

Langwith, Wilson, King and House, 17 S. Briar Hollow Lane, Houston, Texas 77027.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in written "Notice to Proceed" from the Owner and completed in 180 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$40 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

One hundred thirty one thousand four  
hundred dollars (\$131,400).

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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:

Specifications, Project No. 7402 "Air Conditioning and Alterations for the Administration Building at Texas Tech University, Lubbock, Texas."

	<u>Pages</u>
Table of Contents	4
Notice to Bidders	1
Information to Bidders	4
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications Divisions	16
Drawings Dated Jan. 31, 1975	
Tunnel, Sheets T-1 and T-2	2
Addenda 1 thru 4	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$88,000.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and

designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
O. W. CHISUM & COMPANY

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Oliver W. Chisum

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Tom Mills, Architect - Renovation of Horn and Knapp Halls

- d. Ratify the following Agreement with Tom Mills, Project Architect for the services as specified therein for repairs and minor renovation of Horn and Knapp Halls and other residence halls. Execution of this Agreement was approved in the Board meeting of March 21, 1975, Item M112.

Contract No. 105

AGREEMENT

Made the twenty-sixth day of March in the year of Nineteen Hundred and Seventy-five

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Clint Formby, Chairman, the Owner, and Tom Mills, Lubbock, Texas, the Project Architect.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications and provide the administration of general construction, mechanical and electrical work for repairs and minor renovation of Horn and Knapp Halls and other residence halls.

B. ARCHITECTURE SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and shall submit to the Owner a statement of probable construction cost based on current market conditions in the area.
3. When applicable for the purpose of preparing grant applications, the Architect shall furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to materials, structure, mechanical and electrical systems, and such other essentials as may be appropriate.

The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

5. Prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications.

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by changes in requirements agreed to by the Owner, or general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Contract and to be the Owner's representative during construction and until final payment.

Advise and consult with the Owner and all the Owner's instructions to the Contractor will be issued through the Architect/Engineer.

Make daily visits to the site on working days at no extra cost to the Owner to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents.

8. Based on such observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owing to the Contractor and shall issue and recommend Certificates for Payment in such amounts, subject to the conditions of the Contract Documents.

9. Furnish the Owner with two sets of Schematic Design Studies, two sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678g., Chapter 324 Vernon's Civil Statutes, as amended.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law of the Contract Documents and a complete survey of the site and utilities serving it, soil analysis, and a program of the work outlining in detail the space requirements and their general relationship.
2. The Owner shall furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, the cost of such supervisory personnel shall be borne by the Owner in addition to the Architect's basic fee. Such personnel shall be mutually acceptable to the Owner and the Architect.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

Construction Cost based upon all work designed or specified by the Architect with the authorization and approval of the Owner shall be determined as follows, with precedence in the order listed.

1. For completed construction, the total cost to the Owner of all such work. See section below on payment for alternates; or
2. When Project or any part thereof is not constructed, the lowest bona fide bid received from a qualified bidder for any or all of such work. See section below on payment for alternates; or
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate, or (2) the Architect's latest Statement of Probable Construction Cost. See section below on payment for Alternates.

4. Construction Cost does not include the fees for the Architect and consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner as provided in Article C.
5. The preparation of change orders on such applicable construction shall be the responsibility of the Architect.

ALTERNATES

1. No payment for Deductive or Additive Alternates prepared for the convenience of the Architect to assure that the project cost is within the Architect's budget and not specifically requested by the Owner will be made by the Owner unless the same are incorporated into the work and actually constructed.
2. When Deductive or Additive Alternates are specifically requested and approved by the Owner, the Owner will pay the full architectural fee if same are incorporated into the work and actually constructed. If not constructed, the Owner will pay the Architect 80% of the architectural fee for such alternates. Amount will be determined as shown in paragraphs 2 and 3 of "Construction Cost" above.

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services eight percent (8%) of the authorized and approved construction cost, as such term "Construction cost and alternates" is defined in paragraph D above.

1. Payments to the Architect for basic services may be made monthly in proportion to the service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Documents Phase	40%
Bidding or Negotiation Phase	5%
Construction Phase	20%

F. ADDITIONAL SERVICES

During the course of the study, revisions or additions to the services may be requested by the Owner. Such changes and expenses shall be as mutually agreed upon in writing and as approved by Owner or its duly authorized and designated representative prior to the beginning of any

designated representative prior to the beginning of any work. Compensation to the Architect for additional services shall be as follows:

1. Direct Personnel Expense

The Architect will be reimbursed for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project which includes architect, engineers, designers, draftsmen, and specification writers, in consultation, research, designing, drawings, specifications or other documents pertaining to the project.

The Direct Personnel Expense will be based on an amount of 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Expenses such as reproduction, postage, out-of-state travel directly related to such agreed additional services must be approved in writing by the Owner or its duly authorized and designated representative before the same are incurred for such expenses to be reimbursed to the Architect by the Owner.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement that both parties may wish to retain at their own expense consultants. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may from time to time wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner and at no expense to the Architect.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue, delay, abandon, or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

The Architect agrees not to discriminate against an employee or applicant for employment because of race, religion, color, national origin, or sex.

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel Expenses and records of accounts of Reimbursable Expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner or its duly authorized and designated representative. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This agreement may be terminated by either party on thirty days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner giving written notice directed as follows:

Tom Mills  
2506 - 48th Street  
Lubbock, Texas 79413

Likewise, termination by the Architects shall be accomplished by directing written notice to

Chairman, Board of Regents  
Texas Tech University  
P. O. Box 4610  
Lubbock, Texas 79409

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, based upon completion of work through any phase under the fee basis as applicable, or on a Direct Personnel Expense basis, or a combination thereof, as the case may be and approved by Owner or its duly authorized and designated representative.

Copies of drawings, specifications, or any other materials to date of termination will be furnished to the Owner on date of termination.

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the project for which they are made is executed or not provided, however, that should original drawings, specifications and other documents be used by the Owner on the completion of this project then in such event, there shall be no additional charge for the same without regard to the services of other or future architects on various other or future phases of the project.

M. SUCCESSORS AND ASSIGNS

The Owner hereby binds itself, its successors, assigns, and legal representatives to Tom Mills in respect to all stipulations, terms and covenants of this Agreement; and likewise, Tom Mills hereby binds himself, his successors, assigns and legal representatives to the Owner, in respect to all stipulations, terms and covenants of this Agreement.

N. ASSIGNMENT

Neither the Owner nor the Architect shall assign, sublet or in any matter transfer it or their respective interest in this Agreement to any other person, individual, firm, corporation or other interest without prior written consent of the other respective party.

O. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and the Architect and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

P. APPLICABLE LAW

This Agreement shall be considered to be performed in Lubbock County, Texas.

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at their address as above set forth.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this the 16 day of April, 1975.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
TOM MILLS

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Tom Mills

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

H. R. Bundock, Inc., Contractor - Air Conditioning Administration Building  
9. e. Ratify the following Agreement with H. R. Bundock, Contractor, in the amount of \$402,212.00 to perform the general construction work as described for the alterations and air conditioning in the Administration Building. Execution of this contract was authorized in the Board meeting of March 21, 1975, Item M116.

Contract No. 107

AGREEMENT

made this first day of April in the year of Nineteen Hundred and Seventy-five

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and H. R. Bundock, Inc., Contractor, hereafter referred to as Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. 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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the general construction work, excluding the mechanical, electrical and plumbing portions, as required by the Contract Documents, including Alternates 1, 2, 3, 4 and 5, for the Alterations and Air conditioning Work for Administration Building.

ARTICLE 3

ARCHITECTS

Langwith, Wilson, King & House, Houston, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 550 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140.00 for each consecutive calendar day after date shown in Notice to Proceed.

#### ARTICLE 5

##### CONTRACT SUM

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

Four Hundred Two Thousand Two Hundred  
Twelve Dollars (\$402,212).

Above amount includes Alternates 1, 2, 3, 4, and 5.

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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:

Only those items pertaining to the general construction work are a part of this contract. Those items pertaining to mechanical, electrical and plumbing work are a part of another contract.

	Pages
Table of Contents	4
Notice to Bidders	1
Information to Bidders	4
Proposal (General Construction)	3
Proposal (M-E-P Work)	4
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Minimum Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1 thru 16	
Drawings Dated February 3, 1975	
Architectural C-1 through A-23. (A-23 revised February 27, 1975)	
Structural S-1 Only	
Mechanical ME-1, ME-1 through M15	
Electrical ME-1, E-1 through E-11	
Addenda 1 through 5	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$290,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

ARTICLE 10

OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
H. R. BUNDOCK, INC.

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ H. R. Bundock

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Lucille Farrell

\* \* \* \* \*

Rountree Mechanical Contractors, Inc. - Air Conditioning Administration Building  
9. f. Ratify the following Agreement in the amount of \$889,100.00 with Rountree Mechanical Contractors, Inc. for mechanical and electrical work for alterations and air conditioning work in the Administration Building. Execution of this Agreement was authorized in the Board meeting of March 21, 1975, Item M116.

Contract No. 108

AGREEMENT

made this first day of April in the year of Nineteen Hundred and Seventy-five.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents,

the Owner, and Rountree Mechanical Contractors, Inc., hereinafter referred to as Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. 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 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents including Alternates 1, 2, 3, 4 and 5 for Mechanical and Electrical work for Alterations and Air Conditioning Work for Administration Building.

ARTICLE 3

ARCHITECTS

Langwith, Wilson, King & House, Houston, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed in 520 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$210.00 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Eight Hundred Eighty Nine Thousand  
One Hundred Dollars (\$889,100)

Above amount includes Alternates 1, 2, 3, 4 and 5.

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain ten per cent (10%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty per cent (50%) of the Work has been completed finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and provided further that, upon completion and acceptance of each separate building, public work, or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work he may increase the total payments to ninety-five per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Architect.

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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:

	<u>Pages</u>
Table of Contents	4
Notice to Bidders	1
Information to Bidders	4
Proposal (Mechanical & Electrical)	3
Proposal (M-E-P Work)	4
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Minimum Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1 thru 16	
Drawings Dated February 3, 1975	
Architectural C-1 thru A-23. (A-23 revised February 17, 1975)	
Structural S-1 only	
Mechanical ME-1, ME-1 thru M15	
Electrical ME-1, E-1 thru E-11	
Addenda 1 thru 4	

The Owner reserves the right to do work and to award other contracts in connection with other portions of the project.

Included in the total contract sum is \$651,572 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

#### ARTICLE 9

##### PAYMENT AND PERFORMANCE BONDS

It is hereby agreed that a Performance Bond and a Payment Bond, each of 100% of the contract sum, are included herein and made a part of this contract.

#### ARTICLE 10

##### OWNER'S REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative as that term is used and appears in this Agreement to act for and on behalf of Owner. This designation shall remain in full force and effect until and unless Contractor is otherwise notified in writing by Owner and directed to Contractor at his address.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
ROUNTREE MECHANICAL CONTRACTORS, INC.

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ T. H. Chamberlain  
President

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Bruce M. Riley  
Secretary - Treasurer

\* \* \* \* \*

City of Lubbock - Canyon Lakes Project

9. g. Ratify the following contract for Archaeological Survey with the City of Lubbock for the services of Texas Tech University as described therein.

CONTRACT FOR  
ARCHAEOLOGICAL SURVEY

WHEREAS, the FEDERAL ADVISORY COUNCIL ON HISTORIC PRESERVATION has requested the BUREAU OF OUTDOOR RECREATION OF U. S. DEPARTMENT OF INTERIOR on or about February 19, 1975, to investigate to determine whether Sections 1 (3) or Section 2 (B) of U. S. Presidential Executive Order 11593 are applicable under guidelines and procedure set forth in Volume 36 Code of Federal Regulations Part 800, as regards the Canyon Lakes Project (Yellowhouse Canyon), partially funded by BOR and HUD; and,

WHEREAS, such report and investigation was requested for such purposes as aforesaid, and in order to expedite such matters, it calls for the carrying out of an Archaeological Survey as soon as possible since same has been delayed and no notice was heretofore given the CITY OF LUBBOCK of the need therefor in the Canyon Lakes Project from its inception by approval of the Canyon Lakes Project bond election approval by the voters of LUBBOCK, TEXAS, Proposition 4 for \$2,800,000.00 in general obligation bonds held on August 8, 1970, and construction contract for the Canyon Lakes Dams undertaken for the CITY OF LUBBOCK by Commercial Concrete Construction Company, Inc., in September 9, 1974, in the amount of \$1,252,176.90, as a part of recovery and resulting from a natural disaster, to-wit the Lubbock Tornado of May 11, 1970, until in or about the month of January, 1975, when a series of meetings began between representatives of the CITY OF LUBBOCK and TEXAS TECH UNIVERSITY representatives to discuss whether the CITY OF LUBBOCK should and/or would sponsor such a survey, and after various such meetings TEXAS TECH representatives requested Federal Department of Interior Officials to, in turn, request the investigation hereinabove set forth in accordance with Federal Regulations applicable in the premises; and,

WHEREAS, after such delay, the CITY OF LUBBOCK desires to proceed in such matters and engage the services of TEXAS TECH UNIVERSITY as a CONTRACTOR to

complete such survey and/or recovery and preservation of Archaeological Data, as requested by the FEDERAL DEPARTMENT OF INTERIOR; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

This Agreement entered into as of the 28th day of April, 1975, by and between the CITY OF LUBBOCK, TEXAS, a Texas Home-rule Municipality, acting through its MAYOR hereunto duly authorized, hereinafter called "CITY", and TEXAS TECH UNIVERSITY acting through its Executive Vice-President herein called "CONTRACTOR", to-wit:

I.

TERM

The term of this Agreement shall be a ninety (90) day term, being from the date hereof next-above written until ninety (90) days from and after said date.

II.

PURPOSE

The purpose of this contract is to accomplish a preliminary survey and/or investigation for possible archaeological, historical, and/or pre-historical data and potential preservation thereof, being requested by Federal Officials as set forth in the preamble hereof.

III.

SCOPE OF SERVICES

CONTRACTOR is to perform said survey in the Yellowhouse Canyon in what is sometimes known as the Canyon Lakes Project. The length of time is ninety (90) days to complete the Project. Before any exploration or survey begins in a given area, CONTRACTOR shall give CITY one week's notice of the exact location and extent thereof.

CONTRACTOR is to perform the following services, principally through the Museum of TEXAS TECH UNIVERSITY or such other Department as CONTRACTOR shall designate.

Survey work as hereinabove indicated and writing of a report will be substantially as follows:

The three stages or steps of the survey are presented below with an estimated time schedule and personnel required. The steps are essentially concurrent since the trenching and drilling aspects of the operation can proceed at the same time as the surficial survey. The Project Supervisor is responsible for the survey work and writing of the report.

- Step I: Initial reconnaissance and assessment
- A. Surface reconnaissance for archaeological and historical sites, including the assessment of sites already discovered by construction operations.
  - B. Surficial geological and geomorphological assessment of areas most likely to contain buried sites.
  - C. Time estimated at two weeks with two field surveyors.
- Step II: Preliminary testing and stratigraphic reconnaissance
- A. Drilling and trenching of selected areas.
  - B. Correlation, preliminary mapping, evaluation of data.
  - C. Time estimated at one week with backhoe operator and two field archaeologists.
- Step III: Augmented testing and sampling of areas most likely to reveal buried sites.
- A. Based on results of Step II.
  - B. Time estimated at seven weeks with a backhoe operator and two field archaeologists.

A lab assistant is necessary to process and catalog the sites and materials recovered during the survey. The Project Supervisor will spend the third month of the survey compiling surface and subsurface data, writing the report and making recommendations for further archaeological work in the project area. Depending on the results of the survey, the recommendations and the decisions of the Texas Historical Commission, the second phase of archaeological research would be the excavation of selected sites. A separate proposal and budget will be submitted if this phase becomes necessary, and is not included within the scope of this contract as presently executed.

The CONTRACTOR will prepare a report entitled "Preliminary Reconnaissance and Assessment of Cultural Resources in the Canyon Lakes Project"--which will include, but not limited to, narratives, maps and tables as outlined below:

- (1) Narrative description of the criteria upon which the need for said survey is based and narrative and graphic summary of the areas studied and/or surveyed.
- (2) Narrative description of survey technique and procedures used.
- (3) Narrative and graphic description of the survey results to include stated recommendations.

The ownership of all final and finished drawings, tracings, negatives and reproducible originals and narratives prepared by the CONTRACTOR shall become the property of the CITY.

#### IV.

#### BUDGET

The Budget for the Project shall, subject to minor adjustments as agreed to in writing by the parties shall be substantially as follows:

Personnel:

1 Project Supervisor @ \$1,000/mo. for 3 mos.	\$3000.00	
1 Equipment Operator @ \$4.50/hr. for 2 mos.	1440.00	
2 Field Archaeologists @ \$3.50/hr. for 2 mos.	2240.00	
2 Field Surveyors @ \$3.00/hr. for 2 wks.	480.00	
1 Lab Assistant half time @ \$3.00/hr. for 2 mos.	480.00	
1 Draftsman/Photographer quarter time @ \$3.00/hr. for 1 month	120.00	
1 Secretary quarter time @ \$3.00/hr. for 1 mo.	120.00	
	<u>\$7,880.00</u>	
10% Fringe Benefits	788.00	
10% University Overhead	<u>788.00</u>	
Subtotal	\$9456.00	\$9456.00

Equipment Rental and Expendables:

1 Combination 18-20 ft. backhoe/front end loader @ \$1000/mo. for 2 mos.	\$2000.00	
Fuel, lubrication, hydraulic fluid for backhoe	350.00	
1 Vehicle (rental pickup) @ \$215/mo. for 2 mos.	430.00	
Mileage and gas for pickup @ 8 cents/mi. and 50 cents/gal. for 1000 miles	125.00	
Lab Supplies (forms, bags, tags, film, vials, etc.)	250.00	
Report preparation and supplies (film chemicals, paper, offset publication, etc.)	260.00	
Subtotal	<u>\$3415.00</u>	\$3415.00
TOTAL		\$12871.00

V.

INDEPENDENT CONTRACTOR

Personnel used by the CONTRACTOR shall at all times be considered as employees, agents, servants, and/or representatives of CONTRACTOR and CONTRACTOR alone, and CONTRACTOR is hereby declared to be an INDEPENDENT CONTRACTOR in all respects, and CONTRACTOR shall assume liability and responsibility for the actions of all its principals, agents, and personnel who are engaged for any of the service performed under this agreement as authorized and permitted by the Texas Tort Claims Act. CONTRACTOR shall select its personnel with reasonable care as regards background, education, and experience so as to assure quality performance of this Contract in compliance with Federal and State of Texas Regulations applicable hereto.

VI.

REIMBURSEMENT

CONTRACTOR is to be reimbursed in accordance with the above budget upon presentation to CITY Office of Senior Planner and/or Director of Planning by CONTRACTOR of a bill for expenses for reimbursement to the office of undersigned Executive Vice-President of CONTRACTOR on a monthly basis, the total amount of which shall be within the limits of the above budget, to-wit: \$12,871.00. CITY will be reimbursed by Texas Parks and Wildlife Department and/or U.S. Department of Interior for  $\frac{1}{2}$  (50%) of such expenses.

The CITY shall withhold final payment of 10% of the amount due to the CONTRACTOR under this Agreement until the CITY gives its final approval of completion of the scope of services.

VII.

REQUEST FOR CITY WORK STOPPAGE

Any request by CONTRACTOR or its representative to the CITY OF LUBBOCK for a work stoppage on the CITY'S Canyon Lakes Project shall be to the City Superintendent of Parks or Director of Parks and Recreation of the CITY. Any artifacts or objects of antiquity which might be discovered may be removed by CONTRACTOR and the CITY Senior Planner or Director of Planning will be notified of such discovery, and the disposition made thereof as soon as possible, in any event not to exceed seven (7) days after such discovery; PROVIDED HOWEVER, it shall never be construed that the CITY OF LUBBOCK is in any wise relinquishing any right, title, or interest in any artifact or object of antiquity by virtue of allowing CONTRACTOR to remove same.

VIII.

SAFETY

CONTRACTOR shall comply with all State and Federal Regulations as regards all antiquities and/or Archaeological Survey and Preservation activities, and in connection therewith, the safety of excavation, ditching and all other hazardous activity accomplished hereunder, and shall expedite the project as rapidly as possible so as not to create and/or cause delays in construction compensable to the CITY OF LUBBOCK by the U.S. Secretary of Interior as set forth in Title 16 United States Code, Sections 469A-1(B) and 469A-2. Time is hereby declared to be of the essence of this Contract in order to expedite its orderly completion within the ninety (90) day term hereinabove set forth.

The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Attachment A and made a part hereof) and Executive Order 11246.

IX.

CANCELLATION

This Contract may be cancelled by either party hereto upon seven (7) days notice to the other party by registered U. S. Mail. In case of such cancellation, CITY shall be liable for expenses hereunder only to date of cancellation.

X.

DAILY LOG

The CONTRACTOR shall keep a daily log of all activities, the original of which will become the property of the CITY.

EXECUTED AS OF DATE OF FIRST ABOVE WRITTEN, witness our hands and seals respectively set at Lubbock, Texas.

CITY OF LUBBOCK

BY: \_\_\_\_\_  
ROY BASS, MAYOR

ATTEST:

\_\_\_\_\_  
Treva Phillips, City Secretary-  
Treasurer

APPROVED AS TO FORM:

/s/ Fred O. Senter, Jr.  
Fred O. Senter, Jr., City Attorney

TEXAS TECH UNIVERSITY

BY: /s/ Glenn E. Barnett  
GLENN E. BARNETT  
EXECUTIVE VICE-PRESIDENT

ATTEST:

/s/ Freda Pierce  
Secretary, Board of Regents

During the performance of this contract, the contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
  - f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of these paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ATTACHMENT A

\* \* \* \* \*

10. a. GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

Accept gifts and grants from private sources in the amount of \$143,689.90 received by Texas Tech University or the Texas Tech University Foundation through the Office of Development for the period of February 1 through March 31, 1975. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) Gifts-in-Kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
480	487	\$ 118,933.38

2. Gifts-in-Kind to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
1	1	\$ 1.00

3. Gifts to athletic scholarship fund from Red Raider Club:

Total  
\$ 24,755.52

TEXAS TECH UNIVERSITY

GIFTS & GRANTS BY TYPE OF DONOR AND GEOGRAPHIC AREA

FEBRUARY 1 - MARCH 31, 1975

TYPE	LUBBOCK		TEXAS		NATIONAL		TOTALS	
	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT
A. Individuals	290	\$ 10,046.53	79	\$ 2,311.00	20	\$ 530.00	389	\$ 12,887.53
B. Business and Industry	31	5,747.50	11	7,920.00	17	25,128.89	59	38,796.39
C. Foundations	4	1,660.00	1	1,000.00	12	16,865.00	17	19,525.00
D. Associations	14	19,264.46	4	3,350.00	2	60.00	20	22,674.46
E. Bequests	1	50.00	1	25,000.00	0	0	2	25,050.00
TOTALS	340	\$ 36,768.49	96	\$ 39,581.00	51	\$ 42,583.89	487	\$ 118,933.38
YEAR TO DATE	738	\$521,580.21	329	\$211,482.25	200	\$267,495.54	1,267	\$1,000,558.00

Drawings, Texas Scholarships - Account No. 391-6621

10. b. Approve the establishment of the Drawings, Texas Scholarships, effective fall, 1975. The proposed Scholarship Bulletin description is given below:

Drawings, Texas Scholarships

Origin: Helen Jones; may vary from year to year

Eligibility: Awarded to top winners of an annual high school drawing exhibition sponsored by the Department of Art; all high school seniors in Texas are eligible to enter the competition.

Amount: \$1,000.00; five awards of \$200.00

Information: Faculty Committee - Department of Art

William P. Dukes Scholarship Award - Account No. 391-6630

10. c. Approve the establishment of the William P. Dukes Scholarship Award effective spring, 1975, as described below:

William P. Dukes Scholarship Award

Origin: Dr. William P. Dukes

Eligibility: Finance major, to be selected by the College of Business Administration Awards Committee

Amount: \$300.00; three awards of \$100.00 each

Information: College of Business Administration Awards Committee

Maxine Elam Memorial Scholarship - Account No. 391-6666

10. d. Approve the establishment of the Maxine Elam Memorial Scholarship effective fall, 1975. The proposed Scholarship Bulletin description is given below:

Maxine Elam Memorial Scholarship

Origin: Lubbock Professional Chapter of Women in Communications

Eligibility: Junior or Senior Journalism or Telecommunications Major, 2.50 GPA or above; may not be the recipient of another award.

Amount: \$50.00; Annual award of \$100.00

Information: Scholarship selection committee in the Department of Mass Communications

Judge Pat Moore Loan Fund - Account No. 591-0698

10. e. Approve the establishment of the Judge Pat Moore Loan Fund effective fall, 1975. The proposed Scholarship Bulletin description is given below:

Judge Pat Moore Loan Fund

Origin: Altrusa Club and other donors  
Eligibility: Any law student of financial need  
Amount: \$100.00; maximum amount of loan \$200.00  
Information: Director of Financial Aids

Ernest Wallace - Phi Alpha Theta Scholarship - Account No. 691-0312

10. f. Approve the establishment of the Ernest Wallace - Phi Alpha Theta Scholarship effective when fund reaches \$2,000.00. The proposed Scholarship Bulletin description is given below:

Ernest Wallace - Phi Alpha Theta Scholarship

Origin: Active and alumni members of Zeta Iota Chapter of Phi Alpha Theta  
Eligibility: Students majoring in History with 3.0 GPA, with financial need.  
Amount: \$100.00; Awards variable, \$100.00 minimum.  
Information: Chairman of the History Department and Committee

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Other Authorizations, Approvals  
and Ratifications

Official Publications

Graduate School Catalog 1975-76

11. a. Approve the Graduate School Catalog 1975-76 published as Vol. LI, March, 1975, No. 4, as an official bulletin of Texas Tech University. A copy of the bulletin has been furnished to all Board members.

Summer School Bulletin 1975

11. b. Approve the Summer School Bulletin, Vol. LI April, 1975 No. 5, as an official bulletin of Texas Tech University. A copy of the bulletin has been mailed to all Regents.

\* \* \* \* \*

Leaves of Absence

11. c. Approve leave of absence without pay for Dr. D. A. Howe, Associate Professor of Physics, for the academic year 1975-76. This leave is requested to permit him to accept a temporary appointment at the University of Western Australia where he will be teaching, directing graduate student research and participating in a cryogenic gravity wave detection experiment. These experiences will enhance his teaching and research activities at Texas Tech. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for the fall semester of 1975 for Dr. Clarence Kincaid, Professor of Art. He plans to pursue his art production on a full time basis for a full semester. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Mr. Rod Parkinson, Associate Professor of Art, for the 1975-76 academic year. This leave is requested to permit him adequate time to complete commissioned work, along with research and creative work. Also, he needs extra free time to establish a market for his professional work in illustration. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Dr. Gustavo Quesada, Associate Professor of Health Communications and Sociology, for July and August, 1975, and the fall semester of 1975. The purpose of this leave is to accept a research fellowship from the Organization of American States, and a visiting professorship from the Universidade Federal de Vicosa. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for the fall semester of 1975 for Mr. Steve Reynolds, Associate Professor of Art. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve a second year's leave of absence without pay for Mrs. Jane Ann Wilson, Assistant Professor of Music, to enable her to complete doctoral studies at Indiana University. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

\* \* \* \* \*

Out of Country Leaves

11. d. Approve leave for Mr. Tony L. Burgess, Research Assistant in Biological Sciences, from 8:00 a.m. March 22, 1975 to 11:00 p.m. March 29, 1975, to go to Coahuila and Chihuahua, Mexico to locate and sample populations of *Yucca carnerosana* for a project funded by the Welder Wildlife Foundation. Additional collections of Agave for personal research and various Cactaceae for the Chihuahuan Desert Cactus Collection of the Museum will be made. (Estimated cost \$10.00, Account No. 191-4016)

Approve leave for Dr. Orlo E. Childs, University Professor, from 8:00 a.m. May 15, 1975 to 5:00 p.m. June 13, 1975 to go to Canada as part of the preparation for the Honors course in Energy and for the continuation of the Seminar in Petroleum Geology. He plans to attend the 1975 Exploration Update of the Canadian Society of Petroleum Geologists in Calgary, Alberta May 20-23. In addition, field trips are planned to oil fields in western Canada, coal strip mines in Montana, and oil producing areas through Wyoming and Utah. Visual aids, as Kodachrome slides, will be prepared on the planned trip into the field as he returns from the Calgary Technical Program. (Estimated cost \$1,084.33, Account No. 191-4728)

Approve leave for Dr. Duane Christian, Assistant Professor in the College of Education, from 1:00 p.m. March 13, 1975 to 10:00 p.m. March 26, 1975, to go to Durango, Mexico. The trip is with thirteen prospective teachers of Mexican-American pupils for a student field visit to selected schools. The participants will observe, instruct, present demonstrations and variously interact with the Mexican pupils and teachers. These experiences will broaden their perspectives and skills as they prepare for student teaching and later become teachers in ethnically integrated Texas public schools. They will become aware of cultural values of Mexican-Americans while functioning as minority persons in a Mexican setting. (Estimated cost \$280.00, Account No. 391-1180)

Approve leave for Dr John F. Deethardt, Jr., Associate Professor of Speech and Theatre Arts, from 7:00 a.m. August 25, 1975 to 11:00 p.m. August 31, 1975, to go to Stuttgart, Germany. The purpose of the trip is to attend the sessions of the Fourth International Congress of the International Association of Applied Linguistics as organizing chairman of a section of papers on speech education which, for the first time, is being included as a substantive area of interest to applied linguists. He was recommended by Dr. Josef Schnorrenberg of the German Society for Speech Science and Speech Education (University of Cologne) and appointed by Dr. Gerhard Nickel (University of Stuttgart) organizer of the AILA Congress. Information gathered about programs in sixteen nations and the United States will be of direct use and benefit to Texas Tech University, Department of Speech and Theatre Arts. He will also read a paper. (Estimated cost \$1,040.00, Account No. 191-4001. Other costs to be borne by applicant personally.)

Approve leave for Dr. Alice Denham, Assistant Professor in the College of Education, from 1:00 p.m. March 13, 1975 to 5:00 p.m. March 26, 1975 to go to Durango, Mexico. This trip is with thirteen prospective teachers of Mexican-American pupils for a field visit to selected schools. The participants will observe, present demonstrations and variously interact with the Mexican pupils and teachers. These experiences will broaden their perspective and skills as they prepare for student teaching and later teach in ethnically integrated Texas schools. They will be aware of cultural values of Mexican-Americans while functioning as minority persons in a Mexican setting. (Estimated cost \$170.00, Account No. 391-1180)

Approve leave for Ms. Marguerite Harkness, Visiting Assistant Professor of English, from 7:00 a.m. May 30, 1975 to 7:00 p.m. June 30, 1975 to attend and participate in the Fifth International James Joyce Symposium to be held in Paris, France. She will deliver a paper, and traditionally the symposium has resulted in a collection of papers which will be beneficial to her teaching. (Estimated cost \$263.48, Account No. 191-2570 Intra-United States only)

Approve leave for Dr. Mitsuko Inano, Assistant Professor of Food and Nutrition, from 3:00 p.m. March 14, 1975 to 6:00 p.m. March 27, 1975 to go to Durango, Mexico, as the Coordinator of the Mexico Field Experience Program for Students in the College of Home Economics. The purpose of this trip is to provide our students with an intercultural experience which will be useful to their future work. (Estimated cost \$175.00, Account No. 191-2850)

Approve leave for Dr. Neven P. Lamb, Associate Professor of Anthropology, from 8:00 a.m. November 16, 1974 to 12:00 p.m. November 26, 1974, to go to Mexico City, to attend the annual meeting of the American Anthropological Association and to consult with colleagues about research in progress. (Estimated cost \$400.00, Account No. 391-3149)

Approve leave for Ms. Amy Fuge McCollough, Teaching Assistant in Biological Sciences, from 12:00 a.m. March 13, 1975 to 12:00 a.m. March 17, 1975, to go to northeastern Mexico for the purpose of collecting *Sophora secundiflora*. The materials will be used for Master's research. (Estimated cost \$50.00, Account No. 191-4016)

Approve leave for Dr. R. D. Mehta, Research Associate in the Textile Research Center, from 9:40 a.m. May 18, 1975 to 12 Noon July 7, 1975, to go to Bombay, India. He will be in India at his own expense for vacation and has been invited to visit and give a seminar at the Ahmedahad Textile Industry's Research Association tentatively on May 27, 28 and 29. This seminar will cover research conducted at the Textile Research Center on the flammability of cotton/polyester and cotton/wool blends and durable press finishing of cotton/wool blends. This work has been conducted by TRC under an agreement with NFFPC. Only the transportation from Bombay to Ahmedahad and back to Bombay and living expenses incurred during the period of the seminar will be paid by the TRC. (Estimated cost \$250.00, Account No. 391-3490)

Approve leave for Dr. Marion C. Michael, Professor and Chairman of English, from 8:00 a.m. May 29, 1975 to 12:00 p.m. June 22, 1975, to go to London, England to meet with others in order to discuss the details of the publication by the Cambridge University Press of the authoritative editions of Joseph Conrad's novels being prepared by the Institute for Textual Studies at Texas Tech University. In January, Cambridge University Press entered into an agreement with the Textual Studies Institute to publish these editions. Already the work of the Institute is bringing much national and international recognition to Texas Tech University. (Three weeks vacation is included in the leave dates) (Estimated cost \$600.00, Account No. 191-4332)

Approve a revised leave for Ms. Betty J. Mills, Curator of Historical Fashions, changing the date to 9:00 a.m. April 3, 1975 to 11:25 p.m. April 17, 1975 to go first to a Costume Symposium in Edinburg, Scotland, then to London, England. From there she will visit Victoria and Albert Museum and London's Outdoor Antique Market and other costume and fashion research centers in England, which will benefit interpretation, development and status of the costume collection in the Museum. (Estimated cost \$500.00, Account No. 398-0377) Initial leave approved March 21, 1975, page 26.

Approve a blanket leave for Dr. David K. Northington, Assistant Professor of Biological Sciences, from 8:00 a.m. March 1, 1975 to 11:00 p.m. August 31, 1975, to collect in the state of Texas, surrounding states and Mexico during the above period. These collecting trips will be made on weekends and other days not conflicting with his classes and often depend upon weather conditions and other variables that cannot be predetermined more than one or two days in advance. These trips are for classes and personal research. (Estimated cost \$100.00, Account No. 191-4016; \$100.00, Account No. 191-4724)

Approve leave for Dr. David K. Northington, Assistant Professor of Biological Sciences, from 5:00 a.m. March 7, 1975 to 10:00 p.m. March 10, 1975, to go to Chihuahua City, Mexico and nearby areas to collect specimens for research projects on systematics and ecology. (Estimated cost \$50.00, Account No. 191-4016)

Approve leave for Dr. John C. Owens, Associate Professor of Entomology, from 8:00 a.m. April 11, 1975 to 12:00 p.m. April 27, 1975, to go to Bari, Italy to participate, as an invited guest, in the International Workshop on Pest and Disease Appraisal and Control by Management Systems. The Workshop is limited to 25 participants from throughout the world, and will be conducted at the University of Bari. (Estimated cost \$682.00, Account No. 391-1695; \$682.00, Account No. 391-3271)

Approve leave for Dr. C. C. Reeves, Jr., Associate Professor of Geosciences, from 6:00 a.m. May 22, 1975 to 6:00 p.m. May 26, 1975, to go to Toronto, Canada to attend Quarternary Stratigraphy Symposium at York University and present a paper. (Estimated cost \$200.00, Account No. 191-2160)

Approve leave for Dr. Henry J. Shine, Horn Professor and Chairman of Chemistry, from 7:00 a.m. June 29, 1975 to 11:00 p.m. July 28, 1975. The purpose of this leave is to attend the Vth Symposium on Heterocyclic Chemistry, Bratislava, Czechoslovakia July 6-11, and to present a paper; also to attend the Vth International Congress of Heterocyclic Chemistry, Ljubljana, Yugoslavia, July 13-18, and to present a paper, which papers have been submitted for publication. He will also visit the University of Padua, Italy, University of Vienna, Austria, and the University of Liverpool, England, to discuss research with members of their faculties of chemistry. This travel will be of benefit to Texas Tech in that information gained from meetings and from discussions with other scientists will be incorporated into teaching and research. (Estimated cost \$1,000.00, Account No. 191-2570)

Approve leave for Dr. Pill-Soon Song, Horn Professor of Chemistry, from 8:00 a.m. August 24, 1975 to 8:00 p.m. August 29, 1975, to go to Berne, Switzerland, to present an invited paper at the 4th International Symposium on Carotenoids. This symposium is sponsored by International Union of Pure and Applied Chemistry and Swiss Council of Science. A paper based on this talk will be published in a scientific journal, and the trip is necessary for performance of duties of position held and will be beneficial to Texas Tech in that information gained will be incorporated into this teaching and research. (Estimated cost \$1,000.00, Account No. 391-3314)

Approve leave for Dr. Dalton Tarwater, Chairman of Mathematics, from 8:00 a.m. April 13, 1975 to 5:00 p.m. April 17, 1975, to go to Monterrey, Mexico, to present an original research paper. Also, he will examine various teaching methods and devices used by Mathematics faculty at Instituto Tecnológico Y De Estudios Superiores De Monterrey. (Estimated cost \$244.25, Account No. 191-2220)

Approve leave for Dr. G. A. Whetstone, Professor of Civil Engineering, from 9:00 a.m. April 5, 1975 to 6:15 p.m. April 13, 1975, to go to Harrison Hot Springs, British Columbia, to participate in a seminar on "Spray Irrigation of Treated Wastewater Effluents" and to present a paper. Also he will visit on subjects pertinent to ongoing research at the Western Regional Headquarters of Environment Canada and at the University of British Columbia. (No expense)

Approve leave for Dr. Wolodymyr T. Zyla, Professor of Germanic and Slavonic Languages, from 7:00 a.m. August 22, 1975 to 7:25 p.m. August 30, 1975, to go to Boerne, Switzerland to attend the Twelfth International Congress of Onomastic Sciences, and to present an original research paper. In the past he has participated in three International Congresses, one of which brought him special recognition. He feels that during this Congress he can also make a significant contribution to scholarship in the field in which he has been working for years. The paper he is presenting will be published, and information gained will be used in the class work and in the preparation of Comparative Literature Symposia. (Estimated cost \$1,016.77, Account No. 191-2165)

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Approve leave for Dr. Pill-Soon Song, Horn Professor of Chemistry, from 8:00 a.m. July 10, 1975 to 8:00 p.m. September 5, 1975, to present a paper at the International Conference on Luminescence, Tokyo, Japan. The paper is based on research supported by the Robert A. Welch Foundation. He will also conduct a series of seminars at Nagoya University, Osaka City University and Hokkaido University and discuss further collaborative research with a professor at the last institution. He will also be a guest lecturer at Korea Advanced Institute of Science, Seoul, Korea. This trip is taken for necessary performance of duties of position held. (Estimated cost \$800.00, Account No. 191-4741; \$400.00, Account No. 391-3669)

William Beaumont Army Medical Center - Psychology Trainees

11. e. Ratify the following Memorandum of Agreement with the William Beaumont Army Medical Center, El Paso, Texas for the purpose of providing clinical facilities for psychology trainees of Texas Tech University.

DEPARTMENT OF THE ARMY  
WILLIAM BEAUMONT ARMY MEDICAL CENTER  
EL PASO, TEXAS 79920

MEMORANDUM OF AGREEMENT

I. BACKGROUND

1. Texas Tech University, Lubbock, Texas, has established an approved professional program of special training in preparation for Ph.D. in Psychology. The program requires clinical facilities where the psychology trainee can obtain the clinical learning experience required in the curriculum.
2. The US Army medical facility, WILLIAM BEAUMONT ARMY MEDICAL CENTER, has the needed clinical facilities for psychology trainees at Texas Tech University, Lubbock, to obtain part of the clinical learning experience required. It is to the benefit of the Texas Tech University, Lubbock, for psychology trainees to use the clinical facilities of the US Army medical facility, William Beaumont Army Medical Center, to obtain their clinical learning experience.
3. The US Army Medical facility, William Beaumont Army Medical Center, and the Department of the Army will benefit from making clinical facilities available to psychology trainees of the Texas Tech University, Lubbock. The Army will obtain the trainees' clinical learning experience while contributing to the educational preparation of a future supply of clinical and counseling psychologists.
4. Clinical trainees, during clinical training at the Army medical facility will be under the jurisdiction of facility officials for training purposes and will follow facility rules.
5. The affiliation is controlled by and subject to title 5, US Code, section 5351-6, 8144 and 8331-2, and AR 351-24.

II. UNDERSTANDING

1. The US Army medical facility will --
  - a. Make available the clinical and related facilities needed for the clinical learning experience in psychology by interns enrolled in the basic professional psychology program at Texas Tech University, Lubbock, and who are designated by Texas Tech University, Lubbock, for such learning experience under the supervision of Texas Tech University, Lubbock.
  - b. Arrange clinical learning experience schedules that will not conflict with those of the educational institutions.

c. Designate an officer of the Medical Service Corps to coordinate the trainees' clinical learning experience in the Psychology Service. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide, whenever possible, in connection with the trainees' clinical learning experience, reasonable classroom, conference room, office, and storage space for participating trainees and their faculty or staff supervisors, if assigned, and if feasible, dressing and locker room space.

e. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the Texas Tech University.

f. Provide meals in the messhall provided the trainee pays for same. In addition, the trainee can utilize recreational privileges available at William Beaumont Army Medical Center.

g. Provide trainee access to the medical library.

h. Provide medical treatment to trainees as authorized by subparagraph 6e, AR 351-24.

2. Texas Tech University will - -

a. Provide the commanding officer of the facility with the number of trainees to be assigned, the dates and hours they will be assigned, and the clinical service to which they will be assigned, by the beginning of each training period.

b. Where indicated and upon mutual agreement, provide faculty or staff members to assume the responsibility for instruction and supervision of the trainees' clinical learning experiences.

c. Have the faculty or staff member, if any, coordinate with designated Medical Service Corps officers, the assignment that will be assumed by the trainees while participating in their clinical learning experience, and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the facility.

d. Provide and maintain the personal records and reports necessary for conducting the trainees' clinical learning experience.

e. Enforce rules and regulations governing trainees that are mutually agreed on by the non-federal institution and the facility.

f. Be responsible for health examinations and such other medical examinations and protective measures as the facility and non-Federal institution mutually found to be necessary.

g. Prohibit the publication by the trainees and faculty or staff members of any material relative to their clinical learning experience that has not been approved for release for publication by the Army medical facility and Texas Tech University at Lubbock.

III. TRAINING

The training term shall be from January to December. This agreement may be terminated by either institution or an individual trainee by written notification to all concerned. Except under unusual conditions, such information will be submitted prior to the beginning of a particular training period.

TEXAS TECH UNIVERSITY  
AT LUBBOCK, TEXAS

UNITED STATES OF AMERICA  
By and through the Department of the Army

By: \_\_\_\_\_

\_\_\_\_\_  
ROBERT M. HARDAWAY, III, M.D.  
Brigadier General, MC  
William Beaumont Army Medical Center

\_\_\_\_\_  
President of the University

Date: \_\_\_\_\_

Date: \_\_\_\_\_