

MINUTES OF  
BOARD OF REGENTS MEETING  
MAY 20, 1977

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
May 20, 1977

M134. The Board of Regents of Texas Tech University met in regular session May 20, 1977 at 8:45 a.m. in the Board of Regents Suite on campus. The following Regents were present: Dr. Judson F. Williams, Chairman, Mr. Robert L. Pfluger, Vice Chairman, Mr. J. Fred Bucy, Mr. Bill E. Collins, Mr. Clint Formby, Dr. John J. Hinchey, Mr. A. J. Kemp, Jr., Mr. Charles G. Scruggs and Mr. Don R. Workman. University officials and staff present were: Dr. Cecil Mackey, President; Dr. Glenn E. Barnett, Executive Vice President; Dr. Charles S. Hardwick, Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Bill J. Parsley, Director of Public Affairs; Mr. Kenneth Thompson, Vice President for Administration; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Clyde E. Kelsey, Jr., Vice President for Development and University Relations; 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; Mrs. Freda Pierce, Secretary of the Board; Mr. Carlton B. Dodson, Resident Legal Counsel; Mr. Norman Igo, Director of New Construction; Mr. Mike Sanders, Assistant Director of Public Affairs; Mr. Clyde J. Morganti, Assistant to the President; Ms. Sharon Nelson, Special Assistant to the Office of the President; Ms. Jane Brandenberger, Director of University News and Publications; Ms. Jane Ann Cummings, Secretary, Office of the President and Mrs. Sharon Jordan, Secretary, Office of the Board of Regents.

Others present were: Mr. Marshall Pennington; Mr. Sam Maclin, Russ Securities Corp.; Ms. Candy Sagon, Avalanche-Journal; Mr. Joe Gilbert, KCBD-TV; Mr. Skip Watson, KSEL; Ms. Pat Bruno, Mr. Ashton Thornhill, KMCC-TV; Mr. Ken Jarvis, KTXT-TV; Ms. Mary Alice Robbins, Mr. Bruce Hicks, KLBK-TV; Mr. David Sterrett, Internal Vice President, Mr. Ronnie Bobbitt, External Vice President, Student Association; Mr. Don Hase, President and Mr. Ronnie Lewis, Vice President for Men, Residence Halls Association.

M136. Dr. Williams called upon Mr. Bucy as Chairman of the Finance Committee to present the bond proposal. Mr. Bucy subsequently requested Mr. Kenneth Thompson to explain the range of bids. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote authorized the sale of \$8,000,000 Texas Tech University Student Fee Revenue Bonds, Series 1977 to First National Bank in Dallas and Associates, being the low bidder, and authorized the Chairman to execute all documents necessary to effect the sale. The General Certificate is attached and made a part of the Minutes; Attachment No. 1. The Certificate for Resolution Authorizing the Issuance of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977, \$8,000,000 is attached and made a part of the Minutes, Attachment No. 2. The Resolution Authorizing the Issuance of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977, \$8,000,000 is

attached and made a part of the Minutes, Attachment No. 3. The Certificate for the Benefit of the Attorney General of the State of Texas is attached and made a part of the Minutes, Attachment No. 4.

M137. Dr. Williams then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University School of Medicine now having been duly convened in open session, and Statutory notice of these meetings 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 Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute."

M138. The Board reconvened in open session at 11:12 a.m., with the Board of Regents of Texas Tech University School of Medicine recessed until the conclusion of the present session. Upon motion made by Mr. Pfluger, seconded by Mr. Collins, the Board by unanimous vote approved the Minutes of the regular Board meeting of April 7, 1977.

M139. Upon motion made by Dr. Hinchey, seconded by Mr. Pfluger, the Board by unanimous vote approved the items for Board approval or ratification, being Items 1 a through 3 b.

M140. Mr. Bucy gave the report for the Finance Committee. The following seven items (M141 through M147) constitute action taken upon the committee recommendations. At Mr. Bucy's request, Dr. Mackey came forward to present the proposals.

M141. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the residence halls rates as recommended, for 1977-78; Attachment No. 5.

M142. Dr. Mackey explained the method of obtaining depository bank bids. The Chairman excused Mr. Workman from the room during the discussion and vote due to the fact he is an officer with the bank which submitted the bid. After lengthy discussion concerning the feasibility of obtaining state-wide bids, Mr. Bucy made the following motion: I move we delay action and get state-wide bids. Mr. Pfluger seconded; the Chairman called for a show of hands. Voting for the motion were Mr. Bucy, Mr. Pfluger and Mr. Scruggs; voting against the motion were Mr. Collins, Mr. Kemp, Dr. Hinchey, and Mr. Formby. The Chairman declared the motion had failed.

M143. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the acceptance of the Depository Bank bid from First National Bank of Lubbock for the period of September 1, 1977, to August 31, 1979, and authorized the Chairman of the Board to sign the contract. Additionally, the Board instructed the administration to make a report as soon as possible in regard to the possibilities of going state-wide, and also splitting the funds. Mr. Scruggs interjected that the First National Bank should be properly notified that this Board commends the bank for their spirit of public service, and the qualities of citizenship they exemplify for this university as well as other things. The Board was strong in its praise for the manner in which the depository

account has been handled by the bank, and the university and community support manifested by the bank and its principals.

M144. Upon motion made by Mr. Workman, seconded by Dr. Hinchey, the Board by unanimous vote approved the following motions: Authorized the President to award the Student Life Insurance Program to Keystone Life Insurance Company of Texas for the year 1977-78; Authorized the President to award the Student Personal Property Insurance program to National Lloyds Insurance Company for the year 1977-78; Authorized the President to award the \$10,000 Major Medical Student Health and Accident Insurance Program to Keystone Life Insurance Company of Texas for the year 1977-78 with the University having the option to continue the program for 1978-79 at the same premiums.

M145. Upon motion made by Mr. Workman, seconded by Mr. Pfluger, the Board by unanimous vote approved the awarding of a contract for the printing and binding of the LA VENTANA Yearbook for the years 1978 and 1979 to Josten's/American Yearbook Company as recommended by Student Publications Committee and authorized the Chairman of the Board to sign the contract.

M146. Upon motion made by Mr. Workman, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED: "That effective the beginning of the fall semester, 1977, a compulsory Student Service Fee of \$2.17 per semester credit hour registered shall be collected from each student provided that the maximum shall not be more than twenty-six dollars (\$26.00) for any regular semester or six-week session.

M147. Upon motion made by Mr. Workman, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED: "That effective beginning the fall semester 1977, a compulsory Student Health Service Fee of \$10.50 be collected from each student enrolling for four or more semester credit hours during the regular session and a fee of \$5.25 be collected from each student enrolling for four or more semester credit hours during each six-week term of the summer session.

M148. Mr. Kemp gave the report for the Campus and Building Committee. The following nine items (M149 through M157) constitute action taken upon the committee recommendations.

M149. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolutions: RESOLVED, that the bid of Goodyear Sprinkler in the amount of \$113,495.45 is accepted for the landscape/irrigation for Indiana Avenue and that a contract be duly executed. RESOLVED, that the bid of Evergreen Landscape and Maintenance in the amount of \$30,869.40 is accepted for the landscaping of Indiana Avenue and that a contract be duly executed.

M150. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolutions: RESOLVED, that the bid of Jerry Gailey Construction Company in the amount of \$149,990.00 is accepted

for the General Renovation of the dining room, concession area and ballroom stage and that a construction contract for the University Center Renovation be duly executed. RESOLVED, that the bid of Food Service Equipment and Supply in the amount of \$14,957.25 is accepted for the food service equipment and that a contract be duly executed.

M151. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolutions: RESOLVED, that the bid of Hagoods, Inc. in the amount of \$182,299.30 for the renovation of the maintenance building and study unit is accepted and that a contract for construction at Texas Tech University Center at Junction be duly executed. RESOLVED, that the bid of Hagoods, Inc. in the amount of \$25,940.00 for the renovation of the rest-room facility is accepted contingent on funds being available from the legislative appropriation for further rehabilitation at Junction in fiscal year 1978, and that a contract for the purpose be duly executed when the appropriation is finalized.

M152. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that April 5, 1977 be recorded as the acceptance date for the construction of the Textile Research Center.

M153. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that the building now being used for natural science research be named Natural Science Research Laboratory.

M154. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board approved the following Resolution: RESOLVED, that the Agricultural Pavilion be sited so that it faces directly east and that the long dimension of the show area be directly north and south, that the Board take the recommendation of the Administration as to its general location. Mr. Bucy voted against the motion.

M155. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following motions: RESOLVED, that the Board of Regents authorizes the President to prepare plans and specifications, receive bids and award a contract for the construction of a street immediately south of the Physical Plant parking lot, provided that the total cost for the project does not exceed \$78,291.00: RESOLVED, that the Board of Regents authorizes the President to prepare plans and specifications, receive bids and award a contract for the construction of a parking lot west of Indiana Avenue, provided that the total cost does not exceed \$98,577.00.

M156. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following motion: RESOLVED, that the Board of Regents authorizes the President with the advice of the Chairman of the Campus and Building Committee of the Board to award contracts for the construction of Phase II of the Texas Tech University - Agricultural Field Laboratories - Lubbock County, the sum of contracts not to exceed \$2,500,000.

- M157. Upon motion made by Mr. Formby, seconded by Mr. Kemp, the Board by unanimous vote approved the following Resolution: RESOLVED, that the attached Traffic and Parking Regulations for Texas Tech University for the 1977-78 school year be approved; Attachment No. 6.
- M158. Mr. Pfluger gave the report for the Public Affairs, Development and University Relations Committee. The following four items (M159 through M162) constitute action taken upon the committee recommendations.
- M159. Upon motion made by Mr. Pfluger, seconded by Mr. Workman, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University upon recommendation of the Board of Directors, Texas Tech University Foundation, appoints the persons nominated as Directors of the Texas Tech University Foundation as reflected on the attached list; Attachment No. 7.
- M160. At Mr. Pfluger's request, Bill Parsley and Mike Sanders reported on the status of bills which the Legislature has adopted, and are on the Governor's desk for approval. Dr. Williams praised both men on behalf of the Board for their dedicated efforts in the interest of the University.
- M161. Dr. Williams appointed a Liaison Committee composed of Mr. Workman as Chairman, Mr. Formby, and Mr. Pfluger, to be in touch with the Governor and his staff in order that we are assured of the full factual information, and offered himself as ex-officio to assist.
- M162. Mr. Formby reiterated the need of a Policy Manual for the purpose of publishing specific Board policy, so that there is no conflict of understanding. Dr. Mackey responded by stating that this was in process and is scheduled for perusal by the Board by the end of the summer or early fall.
- M163. Mr. Formby gave the report for the Academic and Student Affairs Committee. The following six items (M164 through M169) constitute action taken upon the committee recommendations.
- M164. Upon motion made by Mr. Formby, seconded by Mr. Scruggs, the Board by unanimous vote designated Dr. Magne Kristiansen, Professor of Electrical Engineering, as Horn Professor, effective May 20, 1977.
- M165. Upon motion made by Mr. Formby, seconded by Mr. Workman, the Board by unanimous vote approved the following: RESOLVED, that Section 4 of Article II of the Board's policy on the Faculty Council Charter is hereby amended and deleted, and the following paragraph is substituted in lieu thereof as follows: "The Chairperson of the Executive Committee shall serve as presiding Officer of the Faculty Council. In the absence of the Chairperson, the Vice Chairperson or the Secretary shall preside, in that order. No decision, recommendation, or advice shall come from the general faculty except when one of the above is presiding."

M166. Mr. Formby requested a status report concerning entrance requirements. Dr. Mackey responded by stating that the policy is scheduled to come to the Board for formal approval in August. The Academic Council has completed its last review and has approved the one to be presented, but there were some details to work out concerning counseling requirements before presentation to the Board.

M167. Mr. Formby inquired concerning the curriculum of the Textile Engineering Department. The Board requested a comprehensive report concerning projection of the industry, the programs in textiles including research, and possibly a report from the Textile Advisory Committee.

M168. Mr. Formby stated that a study has been instituted in regard to utilization of potentials of T.V. cameras and use of television on this campus. He requested a report concerning the matter as we may have possible duplication of effort in this area.

M169. Mr. Pfluger reported that the objectives and goals of the College of Agriculture had been reviewed by the Agriculture Committee, and he asked Mr. Workman and Mr. Scruggs to meet with Dr. Mackey in regard to information and content of this report.

M170. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:rc

May 20, 1977

Attachments (May 20, 1977)

1. The General Certificate, \$8,000,000 Texas Tech University Student Fee Revenue Bonds, Series 1977; Item M136.
2. The Certificate for Resolution Authorizing the Issuance of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977, \$8,000,000; Item M136.
3. The Resolution Authorizing the Issuance of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977, \$8,000,000; Item M136.
4. The Certificate for the Benefit of the Attorney General of the State of Texas, \$8,000,000 Texas Tech University Student Fee Revenue Bonds, Series 1977; Item M136.

Attachment (May 20, 1977) (continued)

5. Residence Halls Rates, 1977-78; Item M141.
6. Traffic and Parking Regulations, 1977-78; Item M157.
7. Directors, Texas Tech University Foundation; 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 20, 1977.

(Mrs.) Freda Pierce, Secretary

SEAL

May 20, 1977

GENERAL CERTIFICATE

THE STATE OF TEXAS :  
COUNTY OF LUBBOCK :  
TEXAS TECH UNIVERSITY :

We, the undersigned, being the Chairman and Secretary, respectively, of the Board of Regents of Texas Tech University, hereby certify as follows:

1. That this certificate is made for the benefit of the Attorney General of the State of Texas and the prospective holders of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977, in the principal amount of \$8,000,000 (hereinafter called the "Bonds").

2. That the Texas Tech University is a duly established educational institution of higher learning of the State of Texas, existing by virtue of and operating under the Constitution and laws of the State of Texas.

3. That other than for the payment of the Bonds, the Texas Technological College Student Fee Revenue Bonds, Series 3 of 1968, and the Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1971, the Student Fees, as such term is defined in the Resolution authorizing the Bonds, are not in any manner pledged to the payment of any debt or obligation of said Board or the Texas Tech University.

4. That no litigation of any nature has been filed or is now pending to restrain or enjoin the issuance or delivery of said Bonds or which would affect the provisions made for their payment or security, or in any manner questioning the validity of said Bonds or the proceedings or authority pertaining to the issuance of said Bonds, and that so far as we know and believe, no such litigation is threatened.

5. That neither the corporate existence of said Board or of the Texas Tech University nor the title of the present officers of said Board to their respective offices, is being contested, and that no authority or proceedings for the issuance of said Bonds have been repealed, revoked, or rescinded.

6. That the Board has deposited to the credit of the Reserve Fund created by the Resolution authorizing the Series 1977 Bonds, from funds now on hand and available for such purpose, an amount which caused the Reserve Fund to contain an amount of money and investments in market value at least equal to the average annual principal and interest requirements of the Series 3 of 1968 Bonds, the Series 1971 Bonds, and the Bonds.

7. That Kenneth W. Thompson is the Vice President for Administration of Texas Tech University, and is the senior financial officer of Texas Tech University.

SIGNED AND SEALED this the 20th day of May, 1977.

/s/ Freda Pierce  
Secretary, Board of Regents

/s/ Judson Williams  
Chairman, Board of Regents

(SEAL)

CERTIFICATE FOR  
RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD  
OF REGENTS OF TEXAS TECH UNIVERSITY STUDENT  
FEE REVENUE BONDS, SERIES 1977, \$8,000,000

THE STATE OF TEXAS :  
COUNTY OF LUBBOCK :  
TEXAS TECH UNIVERSITY :

We, the undersigned officers of the Board of Regents of Texas Tech University, hereby certify as follows:

1. The Board of Regents of Texas Tech University convened in  
REGULAR MEETING ON THE 20TH DAY OF MAY, 1977,  
at the designated meeting place, and the roll was called of the duly constituted  
officers and members of said Board, to-wit:

Freda Pierce, Secretary  
J. Fred Bucy, Jr.  
Dr. John J. Hinchey  
Charles G. Scruggs  
Clint Formby

Dr. Judson F. Williams, Chairman  
Robert L. Pfluger, Vice Chairman  
A. J. Kemp, Jr.  
Bill E. Collins  
Don R. Workman

and all of said persons were present, except the following absentees: None

thus constituting a quorum. Whereupon, among other business, the following was  
transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD  
OF REGENTS OF TEXAS TECH UNIVERSITY STUDENT  
FEE REVENUE BONDS, SERIES 1977, \$8,000,000

was duly introduced for the consideration of said Board and read in full. It  
was then duly moved and seconded that said Resolution be adopted; and, after  
due discussion, said motion, carrying with it the adoption of said Resolution,  
prevailed and carried by the following vote:

AYES: All members of said Board shown present above voted "Aye".

NOES: None.

2. That a true, full, and correct copy of the aforesaid Resolution adopted  
at the Meeting described in the above and foregoing paragraph is attached to and  
follows this Certificate; that said Resolution has been duly recorded in said  
Board's minutes of said Meeting pertaining to the adoption of said Resolution;  
that the persons named in the above and foregoing paragraph are the duly chosen,  
qualified, and acting officers and members of said Board as indicated therein;  
that each of the officers and members of said Board was duly and sufficiently  
notified officially and personally, in advance, of the time, place, and purpose  
of the aforesaid Meeting, and that said Resolution would be introduced and con-  
sidered for adoption at said Meeting, and each of said officers and members

consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Vernon's Ann. Civ. St. Article 6252-17.

SIGNED AND SEALED the 20th day of May, 1977.

/s/ Freda Pierce

Secretary

/s/ Judson Williams

Chairman

(SEAL)

RESOLUTION AUTHORIZING THE ISSUANCE OF BOARD  
OF REGENTS OF TEXAS TECH UNIVERSITY STUDENT  
FEE REVENUE BONDS, SERIES 1977, \$8,000,000

WHEREAS, the Board of Regents of Texas Tech University is authorized to issue the bonds hereinafter authorized pursuant to Chapter 55, Texas Education Code.

THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY:

Section 1. That said Board's negotiable, serial, coupon bonds to be designated "BOARD OF REGENTS OF TEXAS TECH UNIVERSITY STUDENT FEE REVENUE BONDS, SERIES 1977", are hereby authorized to be issued, sold, and delivered in the principal amount of \$8,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, AND EQUIPPING AGRICULTURAL FIELD LABORATORIES AND RELATED FACILITIES FOR THE TEXAS TECH UNIVERSITY FARM IN LUBBOCK COUNTY, TEXAS, AND AN INDOOR RECREATIONAL BUILDING ON THE MAIN CAMPUS OF TEXAS TECH UNIVERSITY IN THE CITY OF LUBBOCK, TEXAS.

Section 2. That said bonds shall be dated JUNE 1, 1977, shall be numbered consecutively from 1 THROUGH 1600, shall be in the denomination of \$5,000 EACH, and shall mature and become due and payable serially on JUNE 1 in each of the years, and in the amounts, respectively, as set forth in the following schedule:

<u>YEARS</u>	<u>AMOUNTS</u>	<u>YEARS</u>	<u>AMOUNTS</u>
1978	\$100,000	1993	\$240,000
1979	105,000	1994	255,000
1980	110,000	1995	270,000
1981	120,000	1996	290,000
1982	130,000	1997	305,000
1983	135,000	1998	325,000
1984	145,000	1999	345,000
1985	155,000	2000	365,000
1986	160,000	2001	385,000
1987	170,000	2002	410,000
1988	180,000	2003	435,000
1989	190,000	2004	450,000
1990	200,000	2005	495,000
1991	215,000	2006	530,000
1992	225,000	2007	560,000

Said bonds may be redeemed prior to their scheduled maturities, at the option of said Board, on the dates stated, and in the manner provided, in the FORM OF BOND set forth in this Resolution.

Section 3. That said bonds scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

maturities 1978 through 1995, 6.50%  
maturities 1996 through 1998, 5.60%  
maturities 1999, 5.70%  
maturities 2000 through 2004, 5.75%  
maturities 2005 through 2007, 5.00%

Said interest shall be evidenced by interest coupons which shall appertain to said bonds, and which shall be payable on the dates stated in the FORM OF BOND set forth in this Resolution.

Section 4. That said bonds, and the interest coupons appertaining thereto, shall be payable, may be redeemed prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and said bonds shall be sealed), all as provided, and in the manner indicated, in the FORM OF BOND set forth in this Resolution.

Section 5. That the form of said bonds, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and endorsed on each of said bonds, and the form of the aforesaid interest coupons which shall appertain and be attached initially to each of said bonds, shall be, respectively, substantially as follows:

FORM OF BOND:

NO. \_\_\_\_\_

\$5,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
BOARD OF REGENTS OF TEXAS TECH UNIVERSITY  
STUDENT FEE REVENUE BOND  
SERIES 1977

ON JUNE 1, 19\_\_\_, the BOARD OF REGENTS OF TEXAS TECH UNIVERSITY, for and on behalf of TEXAS TECH UNIVERSITY, promises to pay to bearer the principal amount of

FIVE THOUSAND DOLLARS

and to pay interest thereon, from the date hereof, at the rate of \_\_\_% per annum, evidenced by interest coupons payable DECEMBER 1, 1977, and semiannually thereafter on each JUNE 1 and DECEMBER 1 while this bond is outstanding.

THE PRINCIPAL of this bond and the interest coupons appertaining hereto shall be payable to bearer, in lawful money of the United States of America, without exchange or collection charges to the bearer, upon presentation and surrender of this bond or proper interest coupon, at the following, which shall constitute and be defined as the "Paying Agent" for this Series of Bonds:

FIRST NATIONAL BANK AT LUBBOCK, LUBBOCK, TEXAS,  
OR, AT THE OPTION OF THE BEARER, AT  
CHEMICAL BANK, NEW YORK, NEW YORK.

THIS BOND is one of a Series of negotiable, serial, coupon bonds, dated JUNE 1, 1977, issued in the principal amount of \$8,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, AND EQUIPPING AGRICULTURAL FIELD LABORATORIES AND RELATED FACILITIES FOR THE TEXAS TECH UNIVERSITY FARM IN LUBBOCK COUNTY, TEXAS, AND AN INDOOR RECREATIONAL BUILDING ON THE MAIN CAMPUS OF TEXAS TECH UNIVERSITY IN THE CITY OF LUBBOCK, TEXAS.

ON JUNE 1, 1987, OR ON ANY INTEREST PAYMENT DATE THEREAFTER, the outstanding bonds of this Series may be redeemed prior to their scheduled maturities, at the option of said Board, IN WHOLE, OR IN PART, for the principal amount thereof and accrued interest thereon to the date fixed for redemption, plus a premium on the principal amount of each such bond as follows:

- 2% if redeemed June 1, 1987 through December 1, 1989;
- 1-1/2% if redeemed June 1, 1990 through December 1, 1992;
- 1% if redeemed June 1, 1993 through December 1, 1996;
- 0% if redeemed June 1, 1997, or thereafter.

At least thirty days prior to the date fixed for any such redemption said Board shall cause a written notice of such redemption to be published at least once in a financial publication published in the City of New York, New York, or in the City of Austin, Texas. By the date fixed for any such redemption due provision shall be made with the "Paying Agent" for the payment of the required redemption price. If such written notice of redemption is published and if due provision for such payment is made, all as provided above, the bonds which are to be so redeemed thereby automatically shall be redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the purpose of being paid by the "Paying Agent" with the funds so provided for such payment.

IT IS HEREBY certified, recited, and covenanted that this bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this bond and the Series of which it is a part, together with other outstanding revenue bonds, are secured by and payable from an irrevocable first lien on and pledge of Student Fees at Texas Tech University, as provided in the Resolution authorizing this Series of bonds.

SAID BOARD has reserved the right, subject to the restrictions stated in said Resolution authorizing this Series of bonds, to issue additional parity revenue bonds which also may be secured by and made payable from an irrevocable first lien on and pledge of the aforesaid Student Fees.

THE HOLDER hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, this bond and the interest coupons appertaining hereto have been signed with the facsimile signature of the Chairman of said Board and countersigned with the facsimile signature of the Secretary of said Board, and the official seal of said Board has been duly impressed, or placed in facsimile, on this bond.

XXXXXXXXXXXXXXXXXXXX  
\_\_\_\_\_  
Secretary, Board of Regents,  
Texas Tech University

XXXXXXXXXXXXXXXXXXXX  
\_\_\_\_\_  
Chairman, Board of Regents,  
Texas Tech University.

FORM OF REGISTRATION CERTIFICATE:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

XXXXXXXXXXXXXXXXXXXX  
\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas.

FORM OF INTEREST COUPON:

NO. \_\_\_\_\_ \$ \_\_\_\_\_

ON \_\_\_\_\_ 1, \_\_\_\_\_,

THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY, for and on behalf of TEXAS TECH UNIVERSITY, promises to pay to bearer the amount shown on this interest coupon, in lawful money of the United States of America, without exchange or collection charges to the bearer, unless due provision has been made for the redemption prior to maturity of the bond to which this interest coupon appertains, upon presentation and surrender of this interest coupon, at the

FIRST NATIONAL BANK AT LUBBOCK, LUBBOCK, TEXAS,  
OR, AT THE OPTION OF THE BEARER, AT  
CHEMICAL BANK, NEW YORK, NEW YORK,

said amount being interest due that day on the bond, bearing the number herein- after designated, of that issue of BOARD OF REGENTS OF TEXAS TECH UNIVERSITY STUDENT FEE REVENUE BONDS, SERIES 1977, DATED JUNE 1, 1977. The holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. Bond No. \_\_\_\_\_.

XXXXXXXXXXXXXXXXXXXX

Secretary, Board of Regents

XXXXXXXXXXXXXXXXXXXX

Chairman, Board of Regents

Section 6. That as hereinafter used in this Resolution the following terms as used herein shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

The term "Board" shall mean the Board of Regents of Texas Tech University.

The term "University" shall mean Texas Tech University, at Lubbock, Texas.

The term "Student Health Center Building" shall mean the existing building and facilities therein located on the campus of the University used to provide health and medical services for students at the University, together with all improvements and additions thereto, and any replacement thereof. It is hereby determined and declared that the Student Health Center Building is a revenue producing facility at the University.

The term "Business Administration and General Classroom Building" shall mean the existing building constructed and equipped on the campus of the University with part of the proceeds from the sale and delivery of the Texas Technological College Student Fee Revenue Bonds, Series 1, 2, and 3 of 1968 (the "Series 1968 Bonds"), and used for business administration instruction and for general academic classroom purposes.

The term "Biology and General Classroom Building" shall mean the building constructed and equipped on the campus of the University with part of the proceeds from the sale and delivery of the Series 1968 Bonds, and used for biology instruction and for general academic classroom purposes.

The term "Student Fees" or "Use Fees" shall mean the gross collections of the fees to be fixed, charged, and collected from all students regularly enrolled at the University, for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, in the manner and to the extent provided in this Resolution.

The term "Series 1977 Bonds" means the bonds authorized by this Resolution.

The term "Series 3 of 1968 Bonds" means the Texas Technological College Student Fee Revenue Bonds, Series 3 of 1968, authorized by resolution of the Board adopted on May 31, 1968, and which were issued concurrently and on a parity with the Texas Technological College Student Fee Revenue Bonds, Series 1 and 2 of 1968.

The term "Series 1971 Bonds" means the Texas Tech University Student Fee Revenue Bonds, Series 1971, authorized by resolution of the Board adopted on April 2, 1971, which refunded and replaced those issues of Texas Technological College Student Fee Revenue Bonds, Series 1 and 2 of 1968, and which are on a parity with the Series 3 of 1968 Bonds.

The term "Bonds" shall mean collectively the Series 3 of 1968 Bonds, the Series 1971 Bonds, and the Series 1977 Bonds.

The term "Additional Bonds" shall mean the additional parity revenue bonds permitted to be authorized in the resolution authorizing the Series 3 of 1968 Bonds and in this Resolution.

Section 7. That the Series 1977 Bonds are Additional Bonds issued as permitted by Section 33 of the resolution authorizing the Series 3 of 1968 Bonds; and the Series 1977 Bonds, the Series 3 of 1968 Bonds, and the Series 1971 Bonds are and shall be secured and payable equally and ratably on a parity; and that the following Sections of this Resolution are cumulative of and supplemental to the pertinent provisions of the resolutions authorizing the Series 3 of 1968 Bonds and the Series 1971 Bonds.

Section 8. That the Bonds and any future Additional Bonds are and shall be secured by and payable from an irrevocable first lien on and pledge of the Student Fees, to be fixed and collected as provided by this Resolution.

Section 9. That the Bonds and any future Additional Bonds and interest coupons appertaining thereto shall constitute special obligations of the Board, payable solely from the pledged Student Fees, and such obligations shall not constitute a prohibited indebtedness of the University, the Board, nor the State of Texas, and the holders of the Bonds and Additional Bonds and the coupons attached thereto shall never have the right to demand payment out of funds raised or to be raised by taxation.

Section 10. That there is hereby created and shall be established on the books of the University a separate account to be entitled the "Student Fees Fund". All gross collections of the Student Fees shall be credited to the Student Fees Fund.

Section 11. That to pay the principal of and interest on all outstanding Bonds and Additional Bonds, if any, as the same come due, there is hereby created and shall be established at an official depository of the Board (which must be a member of the Federal Deposit Insurance Corporation) a separate fund to be entitled the "Student Fee Revenue Bonds Interest and Sinking Fund" (hereinafter sometimes called the "Interest and Sinking Fund").

Section 12. That there is hereby created and ordered to be established, at an official depository of the Board (which must be a member of the Federal Deposit Insurance Corporation), a separate fund to be known as the "Student Fee Revenue Bonds Reserve Fund" (hereinafter sometimes called the "Reserve Fund"). The Reserve Fund shall be used finally in retiring the last of the outstanding Bonds and Additional Bonds, if any, or for paying principal of and interest on any outstanding Bonds and Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is otherwise insufficient for such purpose.

Section 13. Money in any Fund established pursuant to this Resolution may, at the option of the Board, be placed in time deposits or invested in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America. Such investments shall be valued in terms of current market value as of June 30 and December 31 of each year. Interest and income derived from such deposits and investment shall be credited to the Fund from which the deposit or investment was made. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or Additional Bonds.

Section 14. (a) That immediately after the delivery of the Series 1977 Bonds all accrued interest and any premium received from the sale of such bonds, shall be deposited to the credit of the Interest and Sinking Fund, and shall be used for paying interest on such bonds.

(b) That on or before the last day of November, 1977, and semiannually thereafter on or before the last day of each May and November, the Board shall transfer from the Student Fees in the Student Fees Fund and deposit to the credit of the Interest and Sinking Fund an amount which, together with any other amounts then on deposit therein and available for such purpose, will be sufficient to provide for the payment of the interest scheduled to come due on the Bonds on the next succeeding interest payment date.

(c) That on or before the last day of November, 1977, and semiannually thereafter on or before the last day of each May and November, the Board shall transfer from the Student Fees in the Student Fees Fund and deposit to the credit of the Interest and Sinking Fund an amount equal to one half of all principal scheduled to mature and come due on the Bonds on the next succeeding June 1.

Section 15. (a) That prior to the delivery of the Series 1977 Bonds, the Board shall deposit to the credit of the Reserve Fund, from funds now on hand and available for such purpose, an amount which will cause the Reserve Fund to contain an amount of money and investments in market value at least equal to the average annual principal and interest requirements of all Bonds.

(b) So long as the money and investments in the Reserve Fund are not less in market value than a required amount equal to the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds (the "Required Amount"), no additional deposits need be made into the Reserve Fund; but if, at any time, the Reserve Fund should be depleted to less than said Required Amount in market value, then, subject to making the required deposits to the credit of the Interest and Sinking Fund, the Board shall transfer from the Student Fees in the Student Fees Fund, and deposit to the credit of the Reserve Fund, semiannually, on or before the last day of each May and November thereafter, a sum at least equal to 1/10th of the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, or the sum of \$100,000, whichever of said sums is the greater, until the Reserve Fund is restored to said Required Amount. So long as the Reserve Fund contains said Required Amount, any surplus in the Reserve Fund over said Required Amount shall be transferred and deposited into the Interest and Sinking Fund.

Section 16. (a) That if on any occasion there shall not be sufficient pledged Student Fees in the Student Fees Fund to make the required deposits into the Interest and Sinking Fund or the Reserve Fund, then such deficiency shall be made up as soon as possible from the next available pledged Student Fees, or from any other sources available for such purpose.

(b) Subject to making all deposits to the credit of the Interest and Sinking Fund and the Reserve Fund, as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, the surplus Student Fees in the Student Fees Fund shall be used by the Board to pay the premiums on the insurance required to be carried by this Resolution, and any other surplus may be used by the Board for any lawful purpose.

Section 17. (a) The Board covenants and agrees to fix, levy, charge, and collect Student Fees, from each student regularly enrolled in the University at each regular fall and spring semester and at each term of each summer session, for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, in such amounts, without any limitation whatsoever, as will be at least sufficient at all times to provide money for making all deposits required to be made to the credit of the Interest and Sinking Fund and the Reserve Fund in connection with the Bonds and any Additional Bonds, and for paying the premiums on the insurance required to be carried by this Resolution. It is hereby officially found, determined and declared by the Board that said Student Fees in such amounts are reasonable in all respects, taking into consideration the cost of providing facilities at the University, the use to be made of them, and the advantages to be derived therefrom by all students of the University and by the University.

(b) That effective and commencing with the regular fall semester in August, 1975, the Student Fees for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, were fixed, and are hereby confirmed and shall be collected from each student regularly enrolled at the University, as follows:

at each of the regular fall and spring semesters, and at each term of each summer session, \$3.44 per semester credit hour registered;

and such Student Fees shall be and remain in effect unless and until changed as permitted or required by this Section.

(c) It is specifically found and determined by the Board that the Series 1977 Bonds are issued pursuant to Section 55.17 of the Education Code, to be secured by a pledge of an unlimited use fee (the Student Fees), and that (1) the estimated maximum amount per semester hour of the pledged Student Fees (based on current enrollment and conditions) during any future semester necessary to provide for the payment of the principal of and interest on the

Series 1977 Bonds when due, together with (2) the aggregate amount of all use fees which were levied on a semester hour basis for the now current spring semester of 1977 to pay the principal of and interest on all previously issued bonds, do not exceed \$6.00 per semester hour; and it is hereby further found and determined that the aggregate of all use fees levied on a semester hour basis for the now current spring semester was \$5.50 per semester hour, which amount includes the aforesaid pledged Student Fees in the amount of \$3.44 per semester hour, which is more than sufficient (based on current enrollment and conditions) to provide, for the current semester and each future semester, for the payment of the principal of and interest on all of the Bonds, including the Series 1977 Bonds.

Section 18. That the Board shall have the right and power at any time and from time to time, and in one or more Series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds") in any amounts, for any lawful purpose. Such Additional Bonds, if and when authorized, issued, and delivered in accordance with this Resolution, shall be secured and payable equally and ratably on a parity with the Bonds, and all other outstanding Additional Bonds, by an irrevocable first lien and pledge of the Student Fees.

Section 19. (a) Each resolution under which Additional Bonds are issued shall provide that the Interest and Sinking Fund and the Reserve Fund established by this Resolution shall secure and be used to pay all Additional Bonds, as well as the Bonds. However, each resolution under which Additional Bonds are issued shall specifically provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of any other resolution or resolutions authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund and the Reserve Fund, the Board shall transfer from the pledged Student Fees and deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same comes due, and that the Board shall transfer from said pledged Student Fees and deposit to the credit of the Reserve Fund at least such amounts as will, together with any other amounts already required to be deposited in the Reserve Fund in connection with the Bonds and any other outstanding Additional Bonds, be sufficient to cause the Reserve Fund to accumulate and contain within a period of not to exceed five years from the date of said Additional Bonds then being issued, a total amount of money and investments at least equal in market value to the average principal and interest requirements of such proposed Additional Bonds and the then outstanding Bonds, and any then outstanding Additional Bonds, and that thereafter such deposits shall be made to the credit of the Reserve Fund as will cause the Reserve Fund at all times to contain a total amount of money and investments at least equal in market value to the average annual principal and interest requirements of such proposed Additional Bonds, the outstanding Bonds, and any outstanding Additional Bonds.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on June 1 of the years in which such principal is scheduled to be paid or mature; and all interest thereon must be payable on June 1 and December 1.

Section 20. Additional Bonds shall be issued only in accordance with this Resolution, but notwithstanding any provisions of this Resolution to the contrary, no installment, Series, or issue of Additional Bonds shall be issued or delivered unless:

(a) The senior financial officer of the University signs a written certificate to the effect that the Board is not in default as to any covenant, condition, or obligation in connection with all outstanding Bonds and Additional Bonds, and the resolutions authorizing same, and that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be therein.

(b) The State Auditor of the State of Texas, or a certified public accountant, signs a written certificate to the effect that, during either the University's fiscal year, or the twelve calendar month period, next preceding the date of execution of such certificate, the Student Fees collected were at least equal to 1.25 times the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, if any.

(c) The senior financial officer of the University signs a written certificate to the effect that during each University fiscal year while any Bonds or Additional Bonds, including the proposed Additional Bonds, are scheduled to be outstanding (beginning with the fiscal year next following the date of the then proposed Additional Bonds), the estimated Student Fees to be collected will be at least equal to 1.25 times the average annual principal and interest requirements of all then outstanding Bonds and Additional Bonds, if any, and the then proposed Additional Bonds.

Section 21. On or before the first day of December, 1977, and on or before the first day of each June and of each December thereafter while any of the Bonds and Additional Bonds, if any, are outstanding and unpaid, there shall be made available to the paying agents therefor, out of the Interest and Sinking Fund, or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds and Additional Bonds, if any, as will accrue or mature on such December 1 or June 1.

Section 22. (a) That all money in all Funds created by this Resolution, to the extent not invested, shall be secured in the manner prescribed by law for securing funds of Texas Tech University, in principal amounts at all times not less than the amounts of money credited to such Funds, respectively.

(b) That whenever the total amount in the Interest and Sinking Fund and the Reserve Fund shall be equivalent to (1) the aggregate principal amount of Bonds and Additional Bonds, if any, outstanding, plus (2) the aggregate amount of all unpaid coupons thereto appertaining unmatured and matured, no further payments

need be made into the Interest and Sinking Fund or the Reserve Fund. In determining the amount of Bonds or Additional Bonds outstanding, there shall be subtracted the amount of any Bonds or Additional Bonds which shall have been duly called for redemption and for which funds shall have been deposited with the paying agents sufficient for such redemption.

Section 23. The Board covenants and agrees that:

(a) It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution and in each and every Bond and Additional Bond; that it will promptly pay or cause to be paid from the pledged Student Fees the principal of and interest on every Bond and Additional Bond, on the dates and in the places and manner prescribed in such Bonds or Additional Bonds; and that it will, at the times and in the manner prescribed herein, deposit or cause to be deposited, from the pledged Student Fees, the amounts of money specified herein.

(b) It is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable special obligations of the Board in accordance with their terms.

(c) It lawfully owns and is lawfully possessed of the lands upon which the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, are and will be located, and has a good and indefeasible estate in such lands in fee simple, that the Business Administration and General Classroom Building, and the Biology and General Classroom Building have been completed in accordance with the plans and specifications heretofore approved and adopted, that it warrants that it has, and will defend, the title to all the aforesaid lands and facilities, and every part thereof and improvements thereon, for the benefit of the holders and owners of the Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Student Fees pledged hereunder to the payment of the Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens

hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Board.

(e) It will not do or suffer any act or thing whereby the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of said facilities and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep all buildings, structures, and equipment pertaining thereto and every part and parcel thereof in good condition, repair, and working order. The Board covenants and agrees that all expenses of operating and maintaining said facilities shall be paid from the general funds of the University in the same manner as the expenses of operation and maintenance of educational and general facilities at the University, or paid from any other sources or funds lawfully available to the University or the Board for such purpose.

(f) That while the Bonds or Additional Bonds, if any, are outstanding and unpaid, the Board shall not additionally encumber the pledged Student Fees in any manner, except as permitted in this Resolution in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution.

(g) That while the Bonds or Additional Bonds, if any, are outstanding and unpaid, the Board shall not sell, convey, encumber, mortgage, or in any manner transfer title to, or lease, or otherwise dispose of, any property constituting part of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, except that whenever the Board deems it necessary to dispose of any fixtures or equipment of such facilities, it may sell or otherwise dispose of such fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor.

(h) That at all times hereafter the Board shall procure boiler explosion insurance on all boilers servicing the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building in an amount not less than \$50,000 against loss suffered by reason of a boiler explosion. Further, at all times hereafter the Board shall procure fire and extended coverage insurance on the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building. The foregoing boiler explosion and fire and extended coverage insurance shall be maintained so long as Bonds or Additional Bonds are outstanding and such fire and extended coverage insurance shall be in amounts at least sufficient to provide for full recovery to the extent that the damage does not exceed 80% of full insurable value. Such insurance shall be carried with a reliable insurance company or companies. In lieu of providing fire and extended coverage insurance as required above, the Board may, at its option, provide the equivalent of such insurance under its University-Wide Fire and Extended Coverage

Insurance policy, subject to a deductible provision which is reasonable in amount, provided the Board establishes and maintains a special account containing funds which are at least sufficient to offset said deductible amount and which are immediately available for such purpose. Upon the happening of any loss or damage covered by such insurance from one or more of said causes, the Board shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Board. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Board for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds shall be used promptly as follows:

(1) for the redemption prior to maturity of the Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each Series or issue of Bonds or Additional Bonds bears to the total outstanding principal of all Bonds and Additional Bonds; provided that if on any such occasion the principal of any such Series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(2) if none of the outstanding Bonds or Additional Bonds are subject to redemption, then for the purchase on the open market and retirement of said Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (1), to the extent practicable; provided that the purchase price for any such Bond or Additional Bond shall not exceed the redemption price of such Bond or Additional Bond on the first date upon which it becomes subject to redemption; or

(3) to the extent that the foregoing clauses (1) and (2) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Board, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (1) and (2) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(1) At all times when the Reserve Fund does not contain the maximum aggregate amount required to be therein, the Board shall procure and maintain use and occupancy insurance on all the facilities, buildings, and structures of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, to the extent obtainable, in an amount sufficient to enable the Board to deposit in the Interest and Sinking Fund and the Reserve Fund, out of the proceeds of such insurance, an amount equal to the sums that are required to be deposited in said Funds from the

pledged Student Fees, during the time said facilities are wholly or partially unusable, as a result of loss of use or occupancy caused by the perils covered by fire and extended coverage insurance.

(j) It will, on or before October 1 of each year, file with the original purchasers of the Bonds a certificate signed by the senior financial officer of the University stating that the Board has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and that all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(k) Proper books of record and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the pledged Student Fees, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request by the holders of not less than 25% of the outstanding Bonds and Additional Bonds.

(l) That each year while any of the Bonds or Additional Bonds, if any, are outstanding, an audit will be made of its books and accounts relating to the pledged Student Fees by the State Auditor of the State of Texas, or a certified public accountant, such audit to be based on the fiscal year of the University beginning on September 1 of each year and ending on August 31 of each year. As soon as practicable after the close of each such fiscal year, and when said audit has been completed and made available to the Board, a copy of such audit for the preceding fiscal year shall be mailed to the original purchasers of the Bonds, and to all bondholders who shall so request. Such annual audit reports shall be open to the inspection of the bond holders and their agents and representatives at all reasonable times.

Section 24. That either the Chairman or the Vice-Chairman of the Board of Regents is hereby authorized to have control of said Bonds and all necessary records and proceedings pertaining to said Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of said Bonds, said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate printed and endorsed on each of said Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on each of said Bonds.

Section 25. That the Board covenants to and with the purchaser of the Series 1977 Bonds that it will make no use of the proceeds of the Series 1977 Bonds at any time throughout the term of this issue of Series 1977 Bonds which, if such use had been reasonably expected on the date of delivery of the Series 1977 Bonds to and payment for the Series 1977 Bonds by the purchasers, would have caused the Series 1977 Bonds to be arbitrage bonds within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or

rulings pertaining thereto; and by this covenant the Board is obligated to comply with the requirements of the aforesaid Section 103(c) and all applicable and pertinent Department of the Treasury regulations relating to arbitrage bonds. The Board further covenants that the proceeds of the Series 1977 Bonds will not otherwise be used directly or indirectly so as to cause all or any part of the Series 1977 Bonds to be or become arbitrage bonds within the meaning of the aforesaid Section 103(c), or any regulations or rulings pertaining thereto.

Section 26. That the Series 1977 Bonds are hereby sold and shall be delivered to a Syndicate headed or managed by First National Bank in Dallas, Dallas, Texas, for cash for the par value thereof and accrued interest thereon to date of delivery, plus a premium of \$1.00.

Section 27. That it is hereby officially found, determined and declared that said bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Official Statement dated April 28, 1977, prepared and distributed in connection with the sale of said bonds. Said Official Notice of Sale and Official Statement have been and are hereby approved by the Board. It is further officially found, determined, and declared that the statements and representations contained in said Official Notice of Sale and Official Statement are true and correct in all material respects, to the best knowledge and belief of the Board.

THE STATE OF TEXAS :  
COUNTY OF LUBBOCK :  
TEXAS TECH UNIVERSITY :

I, the undersigned, being the senior financial officer of Texas Tech University (the "University"), hereby certify as follows:

1. That this certificate is executed for the benefit of the Attorney General of the State of Texas and the prospective holders of Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1977 (the "Series 1977 Bonds"), in the principal amount of \$8,000,000.

2. That the Board of Regents of Texas Tech University is not in default as to any covenant, condition, or obligation in connection with Texas Technological College Student Fee Revenue Bonds, Series 3 of 1968 (the "Series 3 of 1968 Bonds"), or the resolution adopted May 31, 1968, authorizing same, or Board of Regents of Texas Tech University Student Fee Revenue Bonds, Series 1971 (the "Series 1971 Bonds"), or the resolution adopted on April 2, 1971, authorizing same; and that the Interest and Sinking Fund and the Reserve Fund created for the benefit of said Series 3 of 1968 Bonds, said Series 1971 Bonds, and all Additional Bonds permitted to be issued on a parity therewith, each contains the amount now required to be therein.

3. That, during each University fiscal year hereafter while any of the Series 3 of 1968 Bonds, the Series 1971 Bonds, and the Series 1977 Bonds are scheduled to be outstanding, the estimated "Student Fees", as such term is defined in the Resolution authorizing the Series 1977 Bonds, will be at least equal to 1.25 times the average annual principal and interest requirements of the Series 3 of 1968 Bonds, the Series 1971 Bonds, and the Series 1977 Bonds.

SIGNED AND SEALED this the 20th day of May, 1977.

/s/ Kenneth W. Thompson  
Kenneth W. Thompson  
Senior Financial Officer, Texas Tech  
University

(SEAL OF TEXAS  
TECH UNIVERSITY)

Residence Halls Rates

1977-78

Gordon and Sneed

\$1045

Horn, Knapp, Weeks, Wells,  
Carpenter and Bledsoe

1135

Wall, Gates, Hulen, Clement  
Stangel and Murdough

1209

Chitwood, Weymouth and Coleman

1295

TEXAS TECH UNIVERSITY COMPLEX  
Traffic and Parking Regulations

Board Minutes  
May 20, 1977  
Attachment No. 6  
Item M157

1977-1978

Academic Year

I. Introduction

These regulations are established by the University Complex to facilitate the safe and orderly conduct of University Complex business and to provide parking space as conveniently as possible within the limits of space available. Operating a motor vehicle on campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations; Penalty-

A. The governing board of each state institution of higher education, including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys, and any other institutional property under its control, including but not limited to the following:

1. limiting the rate of speed;
2. assigning parking spaces and designating parking areas and their

use and assessing a charge for parking;

3. prohibiting parking as it deems necessary;
  4. removing vehicles parked in violation of institutional rules and regulations or law at the expense of the violator; and
  5. instituting a system of registration for vehicle identification, including a reasonable charge.
- B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

#### IV. General Regulations

- A. The University Complex makes every effort to provide protection to vehicles parked on campus but cannot assume responsibility for any loss.
- B. The person to whom a vehicle is registered with the University Complex maintains non-transferable parking privileges and is responsible for all violations of the parking rules.
- C. Pedestrians will be given the right-of-way at all times.
- D. The maximum speed limit on campus streets is 20 miles-per-hour, unless otherwise posted. The parking lot speed limit is 10 miles-per-hour.
- E. The campus is defined as all lands owned by the University Complex within the City of Lubbock, Texas.
- F. Any vehicle in violation of the regulations and not having a valid Texas Tech University Complex permit, and not having arranged with the Traffic and Parking Counselor to park on campus in lieu of such permit, will be issued a City of Lubbock citation.

- G. The following regulations apply to all University Complex faculty, staff and students, as well as others who have registered their vehicles on campus.

V. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, an operator must obtain in his name a vehicle registration permit. No person may register a vehicle in his name which belongs to another student, faculty or staff member. Operation of a vehicle without a permit is a violation of the Code of Student Affairs and University Complex policy.
- B. Students are required to register motor vehicles to be operated on campus at the time they register for school or at the time they commence operating a vehicle on campus.
- C. Faculty and staff shall register their vehicles on or before the date they commence operating a vehicle on campus.
- D. Any person giving false information, or failing to complete the vehicle registration form, is subject to appropriate disciplinary action and revocation of parking privileges.
- E. Parking permits must be permanently affixed to the front windshield above or adjacent to the Texas Inspection Sticker. Residence hall permits include a second decal for application in the lower corner of the rear windshield on the driver's side. All permits are self-adhering and application in any other manner will subject the vehicle to ticketing.
- F. Replacement permits will be issued when remnants of, or proof of loss or destruction of, the permit is given. A fee of \$0.50 will be charged for each replacement permit.
- G. Reserved parking space holders may obtain a total of two permits for their reserved space at no charge. Additional permits will be \$0.50 each. Exceptional circumstances may warrant the issuance of a duplicate permit

to a vehicle operated by a person other than the holder of the reserved space. Such an arrangement must be authorized by the Traffic and Parking Counselor. Duplicate permits do not allow for more than one vehicle on campus during the reserved period.

VI. Types of Parking Permits (See Map for Areas)

- A. Reserved space permits are issued to full-time faculty and staff, and part-time staff not enrolled as students. Any remaining space after the needs of the faculty and staff are met will be available for assignment to Part-Time Instructors, Teaching Assistants, and Research Assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate the regular faculty and staff requirements. Nine-month parking permits are not issued to staff members holding twelve-month appointments.
1. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:00 a.m. to 5:30 p.m., Monday through Friday. During the summer sessions, hours are 7:00 a.m. to 3:00 p.m.
  2. In certain designated reserved lots, a limited area is reserved 24 hours per day, Monday through Friday, for use of the permit holders of that reserved lot only. Residence hall staff living in the dormitories will be provided parking spaces that are reserved 24 hours daily.
- B. Reserved area permits are issued for either of two locations: the Physical Plant (R-18) or the new School of Medicine. R-18 permits will be available to faculty, staff, and part-time staff enrolled as students should space permit. TTUSM area permits are only for the designated area adjacent to the new facility and are issued to their faculty, staff, and students.
- C. Residence hall permits will be issued to the residents for their vehicles

only. The permit is valid from 7:00 a.m. to 5:30 p.m., Monday through Friday for the designated residence hall lot only. Permits will be issued for the capacity of the lot. Excess vehicles will be issued commuter permits until the residence hall lot has available space.

- D. Commuter permits will be issued for vehicles belonging to students not residing in on-campus residence halls.
  - 1. Parking is available in three paved and one unpaved University lots.
  - 2. When not in use for programs and events, the Coliseum-Auditorium lot on which the City has an easement will also be available.
- E. Persons with physical disabilities will be issued parking permits to assist them. Sufficient documentation of disability must be provided the staff of Student Health for review. Limited parking space necessitates restriction of permits to those most seriously handicapped.
  - 1. Persons with disabilities identified as severe will be provided parking permits to enable them to park in areas designated for the handicapped. These handicap areas are reserved 7:00 a.m. to 9:00 p.m., Monday through Friday.
  - 2. Persons with disabilities identified as minor will be accommodated with an available parking space in proximity to their need.
- F. Motorcycle permits will be issued to allow parking in designated two-wheel areas. Permits must be permanently attached to the top of the front headlight, fender or shock absorbers.
- G. Temporary permits will be issued for \$0.75 per week for area parking, \$1.50 per week for reserved space parking.
- H. Summer school permits will be issued to students attending one or both sessions. Students may utilize residence hall parking not in use during the summer sessions; however, time limit and reserved areas continue to be enforced.

VII. Motorcycles, Motorbikes and Bicycles

- A. In the State of Texas the previously mentioned vehicles are subject

to the same rules and regulations as automobiles. Operators are subject to a moving violation to be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas, for failing to comply with the Official Texas Motor Vehicle Laws Booklet.

- B. Motorcycles and motorbikes must be parked in designated areas for parking of such vehicles (see map).
- C. Bicycles should be parked in racks whenever available. Use of shrubs and trees to secure bicycles may result in said bicycles being impounded by the University Police Department at owner's expense.
- D. No person shall operate a bicycle upon a sidewalk or sidewalk area.

#### VIII. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. The absence of No Parking signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted. A valid parking space is defined as an area designated on three sides by yellow lines and/or posts, curbs or other types of barriers.
- B. The following illegal parking acts may result in a citation being issued:
  - 1. Parking in non-designated area
  - 2. Parking permit not properly installed
  - 3. Parking permit on vehicle other than authorized
  - 4. Falsifying, reproducing, or altering of parking permit
  - 5. Parking in No Parking Zone
  - 6. Parking in service or access drives to lots
  - 7. Unauthorized parking in reserved lots
  - 8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container and building entrance or exit

9. Parking overtime
10. Parking in a striped zone
11. Parking a vehicle with any part thereof extending across a yellow line
12. Parking in 24 Hour Reserved Zones without proper permit
13. Parking on wrong side of street facing on-coming traffic
14. Parking by a fire plug
15. Parking in a Tow-Away Zone
16. Other parking violations as defined on the face of the citation

C. Moving Violations

1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state. Article 51.201, Texas Education Code (may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas).
2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas (may be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas).
3. It shall be unlawful for any person to drive, operate, push, park or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
4. It shall be unlawful for any person to drive by, through or beyond a barricade or a road block on the campus that is lawfully erected.

IX. Resolving Citations

- A. Persons who have registered their vehicles on campus shall have three courses to follow when a citation has been issued.

1. To pay a \$6.00 reinstatement fee for each citation. If payment is made within 72 hours (Saturday, Sunday, and holidays are not part of the 72 hours), the fee will be \$5.00.
  2. To voluntarily surrender the valid parking permit and request to lose all privileges of parking on the campus for a period of 30 days for each citation.
  3. To appeal the citation in writing, within 48 hours of the alleged violation, to the Traffic and Parking Counselor (Saturday, Sunday, and holidays are not part of the 48-hour period).
    - a. The Traffic and Parking Counselor shall forward the appeal to the Parking Violations Appeals Committee when in his judgment the violation is valid.
    - b. No personal appearance before the Parking Violations Appeals Committee will be permitted.
- B. After a period of 30 days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved in the Traffic and Parking Counselor's Office will be regarded as overdue. Overdue citations will subject the permit holder's vehicle(s) to towing and removal of the parking permit(s). Parking privileges will be restored when all overdue citations have been resolved.
- C. At the end of each semester all overdue citations may be changed to Court Appearance citations. Upon issuance of the Court Appearance citation, the University Complex citation will be cancelled. Such Court Appearance citations will be processed in the appropriate court as provided by law.

D. Six valid citations of the Traffic and Parking Regulations within the academic year shall result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of 90 days, the individual's parking privileges are restored, a single valid violation of the Regulations will result in a permanent revocation for the academic year.

1. All reinstatement fees must be paid before any parking privileges are restored.
2. The revocation date shall commence with the return of the parking permit(s).

X. Visitor and Time Limit

A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required during the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding holidays, and may be obtained at all entry stations.

1. A visitor is defined as being an individual with no official connection with Texas Tech University Complex as a student, faculty or staff member but who has official business with the University Complex.
2. Visitors parked in areas not designated for visitor parking are subject to receiving a City of Lubbock citation and being towed and impounded at the owner's expense.

B. Time Limit parking areas are designated as time zone parking and are enforced from 7:00 a.m. to 5:30 p.m., Monday through Friday, unless otherwise posted.

XI. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons.

Individuals may enter the campus at University Avenue and 15th Street and proceed directly to the lot adjacent to the Bookstore entrance.

Parking is limited to 30 minutes.

XII. Towing and/or Impounding Vehicles

A. The following violations may subject a vehicle to towing and impounding:

1. Illegally parking in a reserved space
2. Obstructing a street or access road to any building or parking lot
3. Parking on the turf, sidewalk and non-designated parking areas
4. Parking in a designated handicap zone without a handicap parking permit
5. Abandoning vehicles on the University campus
6. Parking in violation of the Traffic and Parking Regulations
7. Parking permit on vehicle other than authorized
8. Parking overtime in excess of one hour in a time limit zone
9. Overdue citations

B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact the University Police for release.

1. The normal towing fee is usually \$12.00, in addition to the citation(s) cost. Some towing fees may be higher, depending on the vehicle towed and the towing service used.
2. Vehicles towed and impounded will be charged storage at the rate of \$0.50 per day commencing 72 hours after impoundment.  
The maximum storage fee to be charged is \$15.00 per month.

C. If a motor vehicle or bicycle is parked on University Complex property and is not moved for a period of 30 days, the University Complex may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be

impounded and disposed of in the same manner as such vehicles are disposed of by the City of Lubbock.

XIII. Parking Fees, Refunds

A. Parking Fees

1. Reserved Space Parking Fees
  - a. August 22, 1977 - August 19, 1978..... \$40.00
  - b. August 22, 1977 - May 13, 1978 ..... 30.00
  - c. January - May 13, 1978 ..... 15.00
  - d. June - August 19, 1978 ..... 10.00
2. Reserved Area Parking Fees
  - a. August 22, 1977 - August 19, 1978 ..... 18.00
3. Commuter Parking Fees
  - a. Commuter Lots, C-1,2,3,4,5
    - August 22, 1977 - May 13, 1978 ..... 18.00
    - January - May 13, 1978 ..... 9.00
    - Summer School June - August 19, 1978 ..... 6.00
  - b. East Stadium Lot, C-2
    - August 22, 1977 - May 13, 1978 ..... 10.00
4. Two-Wheeled Vehicle Parking Fees
  - a. August 22, 1977 - May 13, 1978 ..... 5.00
  - b. January - May 13, 1978 ..... 2.50
  - c. Summer School June - August 19, 1978 ..... 1.70
5. Residence Hall Parking Fees
  - a. August 22, 1977 - May 13, 1978 . . . . . 21.00
  - b. January - May 13, 1978 ..... 10.50
  - c. Summer School June - August 19, 1978 .... 6.00

B. Refund Schedule

Refunds are based on the following schedule. Refunds will not be given unless remnants of the permit(s) are presented at the time of the refund request.

<u>Dates Through</u>	<u>Reserved Space</u>		<u>Reserved Area</u>	<u>Residence Halls</u>		<u>Commuter</u>	<u>Two-Wheel</u>	<u>East Stadium</u>
	12 Months	9 Months	R-18					
August 31	\$36.70	\$26.70	\$16.50	\$18.65	\$16.00	\$4.45	\$8.90	
September 30	33.35	23.35	15.00	16.35	14.00	3.90	7.80	
October 31	30.00	20.00	13.50	14.00	12.00	3.35	6.70	
November 30	26.70	16.70	12.00	11.65	10.00	2.80	5.60	
December 31	23.35	13.35	10.50	9.35	8.00	2.25	4.50	
January 31	20.00	10.00	9.00	7.00	6.00	1.70	3.40	
February 28	16.70	6.70	7.50	5.70	4.00	1.15	2.30	
March 31	13.35	3.35	6.00	2.35	2.00	.60	1.20	
April 30	10.00	-0-	4.50	-0-	-0-	-0-	-0-	
May 31	6.70	-0-	3.00	-0-	-0-	-0-	-0-	
June 30	3.35	-0-	1.50	-0-	-0-	-0-	-0-	
July 31	-0-	-0-	-0-	-0-	-0-	-0-	-0-	
Summer School Sessions								
June 30				4.00	4.00	1.15		
July 15				2.00	2.00	.60		
July 31				-0-	-0-	-0-		

University Police Department

- A. University Police Officers are duly commissioned peace officers of the State of Texas. Upon request of an officer of the University Police Department, any person on the campus is required to identify himself with the proper identification.
- B. All thefts, accidents or other offenses that occur on campus should be reported to the University Police Department immediately. Accident reports should be made prior to moving the involved vehicles. One-vehicle accidents and inoperable vehicles must also be promptly reported. Keys or valuables should not be left in a vehicle. ALWAYS KEEP YOUR VEHICLE LOCKED.

(THESE TRAFFIC AND PARKING REGULATIONS ARE SUBJECT TO REVISION)

Board of Directors  
Texas Tech University Foundation

NEW NOMINATIONS

(Term Expiring August 31, 1980)

Don L. Harris  
Mrs. Floyce Masterson  
Charley Pope  
Mrs. J. M. Washington  
W. R. Collier  
William D. O'Brien

RENOMINATIONS

(Term Expiring August 31, 1980)

Mrs. W. B. Blankenship  
Wylie Briscoe  
M. Warlick Carr  
C. B. Carter  
Solon Clements, Jr.  
Wayne Finnell  
S. S. Forrest, Jr.  
R. P. Fuller  
Frank Gray  
O. Brandon Hull, M.D.  
Leete Jackson  
A. M. L. Kube  
Lonnie Langston  
Bill McAlister  
Robert McKinsey  
James Morris, M.D.  
Robert Norris  
G. J. (Bus) Parkhill  
V. M. Peterman  
Robert J. Salem, M.D.  
Larry Shortes  
C. L. Siewert  
Edward R. Smith  
Preston Smith  
Eugene Steel  
Fred Q. Underwood  
Mrs. John J. Wilson

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS

TABLE OF CONTENTS

FOR BOARD ACTION OR RATIFICATION

	<u>Description</u>	<u>Page</u>
1.	<u>Personnel Matters</u>	
a.	Commissioning of Peace Officers -----	1
2.	<u>Contracts</u>	
a.	Karate - Black Dragon Institute of Tae Kwon Do -----	2
b.	Bowling - Imperial Lanes -----	4
c.	Bowling - Lubbock Bowling Club -----	6
3.	<u>Other Authorizations, Approvals and Ratifications</u>	
a.	Faculty Development Leaves -----	8
b.	Out of Country Leaves -----	9

FOR BOARD INFORMATION

4.	Appointments - General Administration, Teaching, and Non-Classified Positions -----	10
5.	Resignations and/or Terminations - General Administration, Teaching and Non-Classified Positions -----	11
6.	Summary of Faculty and Professional Staff Appointments other than Professorial Ranks -----	12
7.	Summary of Research Appointments -----	13
8.	<u>Contracts</u>	
a.	Jarvis Putty Jarvis, Inc. - Recreation Center -----	14
b.	Atkinson, Atkinson and Associates - Renovation - University Center -----	21
c.	Monsanto Company - AstroTurf for Jones Stadium -----	28

TABLE OF CONTENTS (continued)

FOR BOARD INFORMATION (continued)

Page

8. Contracts (continued)

d. Maytex Manufacturing Co. - Bookstore Display Units -----	45
e. James E. Walker and Company - Bookstore Renovation -----	49
f. Interagency Cooperation Contract - Texas A & M University -----	53
g. Interagency Cooperation Contract - Texas Rehabilitation Commission -----	56

9. Gifts and Grants

a. Summary of Gifts and Grants -----	59
b. Gifts and Grants by Type of Donor and Geographic Area -----	60
c. Gifts and Grants Fiscal Year/Monthly Comparison -----	61

TEXAS TECH UNIVERSITY  
Lubbock, Texas

FOR BOARD ACTION OR RATIFICATION

Personnel Matters

Commissioning of Peace Officers

1. a. Commission as Peace Officer Mr. Garnett Junior Lee effective May 1, 1977, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, 1971.

Contracts

Karate Contract - Black Dragon Institute of Tae Kwon Do

2. a. Approve the following Agreement with Black Dragon Institute of Tae Kwon Do for Karate instruction for the period August 25, 1977 through August 24, 1978.

Contract No. 173

AGREEMENT

THIS AGREEMENT made and entered into by and between Black Dragon Institute of Tae Kwon Do, 1704 Broadway, Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University.

WHEREAS the Contractor is desirous of making available his Karate facilities for Texas Tech students officially enrolled in beginning and intermediate Karate classes and the University is desirous of using the facilities for such purposes:

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the Class schedule of each course for each semester. There shall be one (1) class period a week of two (2) hours duration with one and one half (1½) hours of instruction time.
2. The Contractor will furnish the services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the facility being made available for the University's use.
5. The University will pay the Contractor for either the beginning or the intermediate Karate course \$30.00 per student per semester for each student who attends one (1) class session at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a Karate class after the student's first class session and the Contractor will not be requested to make a refund to the University under same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.
6. This contract shall become effective August 25, 1977, and shall expire on August 24, 1978. However, it may be extended from year to year thereafter, upon the agreement of both parties.

7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Contractor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$30.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.
9. The Contractor will provide the University with adequate liability insurance.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_\_ day of \_\_\_\_\_ 1977.

BLACK DRAGON INSTITUTE  
OF TAE KWON DO

By /s/ Master Sung Tae Lee

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ATTEST:

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

\_\_\_\_\_  
Judson F. Williams, Chairman

\* \* \* \* \*

Bowling Contract - Imperial Lanes

2. b. Approve the following Agreement with Imperial Lanes for instruction in bowling, for the period August 25, 1977 through August 24, 1978.

Contract No. 175

AGREEMENT

THIS AGREEMENT, made and entered into by and between Imperial Lanes, Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University.

WHEREAS, the Contractor is desirous of making available his bowling facilities for Texas Tech students officially enrolled in bowling classes and the University is desirous of using the facilities for such purposes;

NOW, THEREFORE, in consideration of the premises and promises herein contained the parties agree that:

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule for each semester. There shall be two (2) hour classes with at least one and one-half (1½) hours of bowling time.
2. The Contractor will furnish the following services and equipment:
  - a. Sufficient alleys to handle each class with no more than four (4) students per alley.
  - b. Shoes
  - c. Balls
  - d. Other services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the alleys being made available for the University's use.
5. The University will pay the Contractor \$15.00 per student per semester for each student who attends one class session at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a bowling class after the student's first class session and the Contractor will not be requested to make a refund to the University under the same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.

6. This contract shall become effective August 25, 1977, and shall expire on August 24, 1978. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Contractor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_\_ day of \_\_\_\_\_, 1977.

CONTRACTOR  
IMPERIAL LANES

By /s/ Bob Wood

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ATTEST:

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

\_\_\_\_\_  
Judson F. Williams, Chairman

\* \* \* \* \*

Bowling Contract - Lubbock Bowling Club

2. c. Approve the following Agreement with Lubbock Bowling Club for instruction in bowling, for the period August 25, 1977 through August 24, 1978.

Contract No. 174

AGREEMENT

THIS AGREEMENT, made and entered into by and between Lubbock Bowling Club, Inc., Lubbock, Texas, hereinafter referred to as the Contractor and Texas Tech University, Lubbock, Texas, hereinafter called the University .

WHEREAS, the Contractor is desirous of making available his bowling facilities for Texas Tech students officially enrolled in bowling classes and the University is desirous of using the facilities for such purposes;

NOW, THEREFORE, in consideration of the premises and promises herein contained, the parties agree that:

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule for each semester. There shall be two (2) hour classes with at least one and one-half (1½) hours of bowling time.
2. The Contractor will furnish the following services and equipment:
  - a. Sufficient alleys to handle each class with no more than four (4) students per alley.
  - b. Shoes
  - c. Balls
  - d. Other services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the alleys being made available for the University's use.
5. The University will pay the Contractor \$15.00 per student per semester for each student who attends one class session at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a bowling class after the student's first class session and the Contractor will not be requested to make a refund to the University under the same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.

6. This contract shall become effective August 25, 1977, and shall expire on August 24, 1978. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Contractor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_\_ day of \_\_\_\_\_, 1977.

CONTRACTOR  
LUBBOCK BOWLING CLUB

By /s/ Ben Brown

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ATTEST:

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

\_\_\_\_\_  
Judson F. Williams, Chairman

\* \* \* \* \*

Other Authorizations, Approvals  
and Ratifications

Faculty Development Leaves

3. a. Approve faculty development leave for Dr. Alfred Cismaru, Professor of Classical and Romance Languages, from September 1, 1977 through December 20, 1977. This leave request is to permit Dr. Cismaru to prepare an accurate, complete and exhaustive monograph or book that will add a new dimension to the study of the theater in general, on the contribution of it to Ionesco, and on the Shakespearean influence in particular. He will do research at the British Museum in London, the Bibliotheque Nationale in Paris and the Folger Library in Washington, D.C. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Approve faculty development leave for Dr. George Q. Flynn, Professor of History, from September 1, 1977 through January 1, 1978. This leave request is to permit Dr. Flynn to write a narrative biography of General Lewis B. Hershey. He will do research for the biography at the National Archives and the Library of Congress in Washington, D.C.; the Franklin D. Roosevelt Library in Hyde Park, New York; the Harry Truman Library in Abilene, Kansas, and the Lyndon B. Johnson Library in Austin, Texas. Approval of this leave is recommended by Dr. Barnett and Dr. Hardwick.

Out of Country Leaves

3. b. Approve leave for Dr. Richard A. Bartsch, Associate Professor of Chemistry, from 5:00 p.m. September 9, 1977 to 11:00 p.m. September 25, 1977, to go to Assisi, Italy to present an invited paper at the 1977 EUCHEM Conference on Mechanisms of Elimination Reactions. Secondly, he is to present a series of seminars concerning results of original research to faculty and students at several Italian universities. Such presentations will enhance the research posture of Texas Tech University. (Estimated cost \$500.00, Account No. 12-G001-200000; \$500.00, Account No. 12-C006-200000)

Approve leave for Dr. David Leon Higdon, Associate Professor of English from 7:00 a.m. June 26, 1977 to 11:30 p.m. July 11, 1977, to go to London, England to attend the Joseph Conrad Society meeting at which he will be the major speaker. While there, he will also consult with Cambridge University Press concerning the preparation of the critical edition of Almayer's Folly for publication, and conduct research in the British Museum for the Textual Studies Institute projects. (Estimated cost \$600.00, Account No. 12-C513-200000).

Approve leave for Dr. D. A. Howe, Associate Professor of Physics, from 8:00 a.m. June 1, 1977 through 8:00 a.m. August 1, 1977, to go to Perth, W. A., Australia. New research has been started in the study of gravitational radiation and general relativity in the Department of Physics, and as a part of this project, a cooperative program with the Department of Physics at the University of Western Australia has been set up. He will spend this time at the University of Western Australia working on this project and increasing basic knowledge in this area so that similar experiments and studies may ultimately be started at Texas Tech. This trip will benefit Texas Tech from a teaching and research aspect. (Estimated cost \$500.00, Account No. 12-G001-200000; \$500.00, Account No. 12-C035-200000)

Approve leave for Dr. Henry J. Shine, Horn Professor of Chemistry, from 8:00 a.m. July 16, 1977 to 11:00 p.m. August 9, 1977, to go to Aix-en-Provence, France to attend the Second International Symposium on Organic Free Radicals and to present an original research paper. He will subsequently visit the Laboratory of Organic Electrochemistry, Centre d'Etudes Nuclaires, Grenoble, and the Universities of Padua in Italy, Liverpool, and Manchester, England, for discussions of research. Attendance at the symposium and visits to the several laboratories will provide substantial information in support of teaching and research at Texas Tech University in the area of organic chemistry. (Estimated cost \$500.00, Account No. 12-C006-200000; \$700.00, Account No. 12-G001-200000)

TEXAS TECH UNIVERSITY  
 Lubbock, Texas

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

4.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. James C. Anderson Assistant Professor	Philosophy	9/1/77 5/31/78	\$ 13,500.00 9 months
Mr. Ralph Garnett Barnard Head, Animal Fiber Research	Textile Research Center	4/1/77 8/31/77	9,000.00 5 months  (21,600.00 12 months)
Dr. William H. Ewing Visiting Lecturer	Biological Sciences	4/18/77 4/22/77	900.00 1 week
Dr. Ronald D. Gilbert Associate Professor	Economics	9/1/77 5/31/78	18,000.00 9 months
Dr. Richard F. Haase Associate Professor	Psychology	9/1/77 5/31/78	19,000.00 9 months
Dr. Stephen Curtis Hora Associate Professor	Business Administration	9/1/77 5/31/78	22,500.00 9 months
		7/1/77 7/9/77	800.00 1 week
Dr. Alfred R. Light Assistant Professor	Political Science	9/1/77 5/31/78	14,000.00 9 months
Dr. Paul C. Montgomery Visiting Lecturer	Biological Sciences	3/14/77 3/18/77	1,000.00 1 week
Mr. Thomas A. Ratcliffe Assistant Professor	Business Administration	9/1/77 5/31/78	19,000.00 9 months
Ms. Mai-Trang Tran Assistant Professor	Economics	9-1-77 5-31-78	13,500.00 9 months

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

5. Non-Classified Positions

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Ms. Marna Street Assistant Professor	Music	5-31-77
Dr. Jan R. Williams Associate Dean & Professor	Business Administration	7-9-77
Dr. Maynette Derr Williams Professor	Home Economics Education	8-31-77

TEXAS TECH UNIVERSITY  
 Lubbock, Texas

Summary of Faculty and Professional Staff Appointments  
 other than Professorial Ranks

6.

<u>Description</u>	<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-	-0-
3. Part-time Instructor (Grad. Student) ----	-0-	1
4. Teaching Assistant -----	5	6
5. Other Professional Personnel -----	<u>1</u>	<u>2</u>
Total -----	<u>6</u>	<u>9</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

7. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>		
	<u>9 months or over</u>	<u>4½ to 9 months</u>	<u>4½ months or under</u>
1. Research Associate -----	-0-	-0-	2
2. Research Assistant -----	<u>2</u>	<u>5</u>	<u>19</u>
Total -----	<u>2</u>	<u>5</u>	<u>21</u>

Contracts

Jarvis Putty Jarvis, Inc. - Recreation Center

8. a. The following Agreement with Jarvis Putty Jarvis, Inc., to provide architectural and engineering services for the construction of a Recreation Center is entered for recording purposes. Execution of this contract was authorized in the Board of Regents meeting of May 6, 1976, Item M206.

AGREEMENT

made the 10th day of September in the year of Nineteen Hundred and Seventy-Six

BETWEEN

the Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas acting by and through Judson F. Williams, Chairman, the Owner, and Jarvis Putty Jarvis, Inc., Dallas, 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 the construction of a Recreation Center.

B. ARCHITECTURE BASIC 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. Such consultation will include time spent by the Architects in assisting in the program definition, including the participants in a special planning seminar.
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. This contract is limited to the above work until it is subsequently revised by a contract change authorizing the architect to proceed. The total of compensation due, in the event the contract is not extended, will be the total due to the completion of the Schematic Design Phase, paragraph E.I, P.4.

5. 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.

6. 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.

7. 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.

8. 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 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.

9. 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.
10. 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.
11. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible prints showing significant changes made during construction process.
12. 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 a full-time field representative required for observation of construction is deemed necessary by the Owner, the cost of such 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 Schematic Design Phase 15% of 6% of the Architect's probable construction cost based on current market conditions in the area, paragraph B.2., but not to exceed \$4,720,000 plus costs for planning seminar.

If the Architect is authorized by the Owner to proceed with the project, paragraph B.4. page 1, the Owner agrees to pay the Architect as compensation 85% of 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 may be made monthly in proportion to service actually performed, but not to exceed the percentages specified at the completion of each phase of work as follows:

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, revision 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. The expense of the planning seminar, including consultants' charges and travel and living expenses, Architect's travel and living expenses, supplies used, reproduction costs, will be at the expense of the Owner.

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:

Jarvis, Putty, Jarvis, Inc.,  
Architects  
2001 Bryan Tower  
Dallas, Texas 75201

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, or 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 Jarvis Putty Jarvis, Inc., in respect to all stipulations, terms and covenants of this Agreement; and likewise, Jarvis Putty Jarvis, Inc., hereby binds itself, its 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 24th day of March, 1977.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
JARVIS PUTTY JARVIS, INC.

/s/ Judson F. Williams  
Judson F. Williams, Chairman

By /s/ Donald E. Jarvis  
Donald E. Jarvis, President

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Paul G. Putty, Jr.  
Paul G. Putty, Jr.  
Vice President-Secretary

\* \* \* \* \*

Atkinson, Atkinson and Associates - University Center

8. b. The following Agreement with Atkinson, Atkinson and Associates, to provide architectural and engineering services to remodel certain areas of the University Center is entered for recording purposes. Execution of this contract was approved in the Board meeting of February 18, 1977, Item M98.

Contract No. 170

AGREEMENT

Made the fifteenth day of February in the year Nineteen Hundred and Seventy-seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting by and through Judson F. Williams, 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 remodeling of the Dining Room, Concession Area, and Ballroom Stage in the University Center Building, with the total project cost not to exceed two hundred thousand 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 eight percent (8%) 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 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 24th day of March, 1977.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ARCHITECT  
ATKINSON, ATKINSON AND ASSOCIATES

/s/ Judson F. Williams  
Judson F. Williams, Chairman

By /s/ Atmar Atkinson

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Monsanto Company - AstroTurf for Jones Stadium

8. c. The following Agreement with Monsanto Company is entered for recording purposes. Execution of this Agreement was approved in the Board meeting of April 7, 1977, Item M124.

MONSANTO COMPANY  
800 N. Lindbergh Boulevard  
St. Louis, Missouri 63166  
(314) 694-1000

SALE AND INSTALLATION AGREEMENT

This agreement, made as of February 28, 1977, by and between Monsanto Company, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166, a Delaware corporation (hereinafter referred to as "Monsanto"), and Texas Tech University located in Lubbock, Texas 79409 (hereinafter referred to as "Purchaser").

WITNESSETH:

RECITALS:

Whereas, Monsanto manufactures and sells a line of recreational surface products featuring a wear surface of nylon ribbon colored and constructed to resemble natural grass, which products are marketed by Monsanto under its registered trademark "AstroTurf". Monsanto desires to sell and Purchaser desires to buy certain of said products and the parties desire to set forth in writing their agreement with respect thereto;

Whereas, Purchaser represents it has the legal right to enter into this Agreement;

Now, therefore, Monsanto and Purchaser agree as follows:

1. Sale and Use of Surface. Monsanto shall remove certain herein described areas of the presently installed AstroTurf Surface and shock absorbing pad (collectively hereinafter referred to as "old surface") at Jones Stadium located at Texas Tech University (hereinafter referred to as "Site"). In removing this "old surface", Monsanto shall use reasonable care to minimize any damage to the sub-surface. Monsanto does not, however, accept any responsibility for any damage to the subsurface. Further, Monsanto shall roll the AstroTurf Surface on cardboard cobs for storage and future use or disposal by the Purchaser. Monsanto does not however, accept any responsibility for the condition or fitness for use of the removed AstroTurf Surface.

Purchaser shall promptly carry from the job site all of the "old surface" as it is removed by Monsanto so as to keep the area clear and uncluttered. Further, the Purchaser shall assume all responsibility for storage and/or disposal of the removed material. Purchaser agrees that the shock absorbing pad cannot be salvaged and its disposal shall be the responsibility of Purchaser. After the "old surface" is removed, Purchaser will, within fifteen (15) days, complete any necessary repairs or modifications to the subsurface.

Purchaser agrees that Monsanto shall have unencumbered access to the "Site" for removal of the old surface by not later than June 1, 1977. The suggested date for Purchaser to allow removal is May 1, 1977.

Subject to force majeure conditions, Monsanto will install approximately 84,500 square feet of AstroTurf Stadium Surface S-22 with approximately 61,920 square feet of new C-12 shock absorbing pad installed on the main football field (172 ft. x 360 ft.). (This 61,920 square feet will be installed on the area hereinafter referred to as the "Playing Field" and the other area in which the new S-22 Surface (22,580 square feet) is to be installed is hereinafter referred to as the "Perimeter Area".)

Purchaser intends to use the said Surface for the following designed uses: football, soccer, Lacrosse, field hockey, rugby, baseball, gymnastics, physical exercises, running track, playground surface, marching band, military drills, and other uses with similar surface activities.

2. Subsurface: Work of Purchaser. Purchaser at its own expense shall provide and be responsible for the proper repair, preparation and completion of the subsurface upon which the Surface will be installed, such work to include, but not be limited to: all necessary excavating, earth removal, leveling, filling, grading, compacting, paving and other treatment of the areas upon which the Surface will be installed; construction and installation of anchoring systems, pits and pit covers; construction and installation of all necessary ditches, sewers, culverts and other drainage facilities; and the rearrangement, relocation and protection of or repair of injury or damage to existing electrical, water, sewage or other utility or service facilities. All such work shall be fit and suitable for reception of the Surface and shall meet the approval of Monsanto. Purchaser shall use all reasonable efforts to properly and fully complete all repairs to the subsurface by July 1, 1977. Upon substantial completion of such subsurface, Purchaser shall advise Monsanto thereof. Anything in this Agreement to the contrary notwithstanding, if the subsurface has not been properly and fully completed by the completion date set forth in this Section 2. Monsanto may, by notice to Purchaser within thirty (30) days after said date, either (a) terminate this Agreement and all of Monsanto's duties and obligations hereunder or (b) adjust the sum to be paid by Purchaser under the provisions of section 18 hereof, to reflect any increases, after the completion date set forth in this Section 2. in Monsanto's installation costs or expenses.

3. Subbase Inspection. The installation of artificial turf is dependent upon a satisfactory subbase. After the removal of the old turf and any required subbase repair by Purchaser, Monsanto Company will conduct a visual inspection of the subbase and will advise the Purchaser of any defects which are apparent. Monsanto shall issue a certificate of inspection attached as Exhibit A. Monsanto will have no other responsibility regarding the subbase. Following Monsanto's inspection of the subbase, in the event repairs are necessary, a seven (7) day cure time will be needed before the installation of new turf can proceed. Monsanto will use due diligence in making such inspection and certification and will not unreasonably withhold such certification.

4. Major Completion of Installation. After Monsanto's certificate of inspection is issued, Monsanto's obligation to substantially complete its installation within twenty-eight (28) working days of its certificate of inspection shall be subject to:

- (1) satisfactory completion and repair of the subbase if required by Purchaser:
- (ii) free and unencumbered access to the Site throughout the installation period: and
- (iii) the absence of any force majeure conditions as set forth in this Agreement.

Monsanto shall not be liable for any incidental or consequential damages resulting from any delays.

5. Work by Monsanto. Monsanto, at its expense, shall provide the necessary labor, superintendents, materials, equipment and supplies to remove the old turf and install a new AstroTurf Stadium Surface (S-22) and new C-12 pad upon the Playing Field and install new AstroTurf Stadium Surface (S-22) upon the Perimeter. Monsanto shall provide the initial line striping as per basic NCAA striping requirements. Monsanto agrees to use all reasonable efforts to complete such installation within twenty-eight (28) working days (excluding Saturdays, Sundays and holidays) after the proper and full completion of the subbase, including any curing, if necessary, by Purchaser.

6. Completion of Surface. Upon substantial completion of the installation of the Surface, Monsanto shall advise Purchaser thereof. Purchaser shall thereupon promptly inspect the Surface and advise Monsanto in writing of any known defects in workmanship or materials. No such inspection or advice shall relieve Monsanto of any of its obligations under this Agreement regarding said Surface.

7. Sport Install, Inc. Sport Install, Inc. of St. Charles, Missouri, a wholly-owned subsidiary of Monsanto whose sole responsibility is the installation of AstroTurf Recreational Surfaces, shall do the work.

8. Costs and Payments. The breakdown for payments and work is as follows:

- (1) Monsanto shall install 61,920 (172' x 360') square feet of AstroTurf Stadium Surface (S-22) with C-12 shock absorbing pad on the Playing Field \$ 259,740
- (2) Monsanto shall supply all labor, materials and equipment to remove the existing artificial turf and pad from the 61,920 square feet \$ 14,430
- (3) Monsanto shall install 22,580 square feet of AstroTurf Stadium Surface (S-22) only in the Perimeter Area with Purchaser, at its election, to retain and use the existing C-4 pad \$ 87,038

(4) Monsanto shall remove the existing turf only on the existing 22,580 square feet	\$ 4,017
Total	\$ 365,225

Purchaser shall be responsible for immediately inspecting the old portions of shock pad in the Perimeter Area and designate what portions of the shock pad, if any, should be replaced with new C-9 or C-12 shock pad at Monsanto's option. Purchaser shall pay Monsanto \$1.00 per square foot for each square foot of shock pad so installed. If the amount of said shock pad so designated by Purchaser exceeds 2,000 square feet, Purchaser shall pay all costs of expedited shipment and associated costs.

The payment schedule shall be as follows:

Upon delivery of all materials to the work site, the Purchaser will pay Monsanto twenty percent (20%) of the total cost,

$$\$365,225 \times 20\% = \$73,045$$

At such time as the work is substantially complete and a Punch List of noted defects or needed remedies is prepared by the Purchaser and delivered to Monsanto, the Purchaser will pay Monsanto an amount to bring all amounts due Monsanto to ninety percent (90%) of total.

The balance shall be paid within thirty (30) days following final acceptance or first use of the installation, whichever comes first.

The costs associated with this work are exclusive of any local sales, use or contractors' taxes. If any such apply to Monsanto or Sport Install, Inc., they will be additive to our proposal.

9. Warranty. The sole warranty applicable to the Playing Field is the warranty attached as Exhibit B and the sole warranty applicable to the Perimeter Area is the warranty attached as Exhibit C.

10. Risk of Loss and Title. Risk of loss or damage to the Surface shall be in Purchaser upon delivery of the Surface to the Site; provided, however, the foregoing shall not apply to any such loss or damage caused solely by the negligence of Monsanto, its employes, agents, or contractors. Title to the Surface shall pass to Purchaser upon payment in full of the payments set forth in Section 8 above.

11. Force Majeure. Monsanto shall not be liable for, and shall be excused from, any delay or failure to manufacture, deliver or install the Surface or perform any work as a result of act of God or the public enemy, war, riots, fire, explosion, rain or other bad weather, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor suitably trained, containers, or transportation facilities, accident, breakage of machinery or apparatus, governmental requirements or restrictions, act or omission of the Purchaser, its employes, agents, or contractors, temperatures below 50°F or any cause beyond Monsanto's control whether or not similar to the foregoing causes, affecting Monsanto or any of its suppliers or contractors.

12. Indemnity. Monsanto shall indemnify Purchaser against all claims, liability, losses, damages, costs and expenses which Purchaser may suffer or pay out by reason of personal injury (including death) or property damage caused solely by the negligence of Monsanto, its employes, agents or contractors during the performance of Monsanto's installation work hereunder.

13. Insurance. During the installation of the Surface, Monsanto shall provide the following insurance:

- (a) Workmen's Compensation Insurance: Such insurance shall be in an amount equal to the limit of liability and in the form prescribed by the laws of the State in which the Surface is to be installed for all of Monsanto's employes engaged in its work at the Site.
- (b) Public Liability Insurance: The amount of such insurance shall not be less than:
  - (i) Bodily Injury or Death -- \$100,000 each person  
-- \$300,000 each accident
  - (ii) Property Damage -- \$ 50,000 each accident

Monsanto will, upon request, provide Purchaser with certificates of insurance or other satisfactory evidence of such insurance.

14. Storage; Use of Site; Utilities. Monsanto shall make proper provision for the unloading of the Surface and its other materials at the Site; Purchaser shall, however, furnish adequate facilities for storage thereof sufficient to protect the same from vandalism, weather, theft and similar conditions.

During the course of installation of the Surface, Monsanto shall not unreasonably encumber the Site with material, apparatus or equipment. At all times following the completion of the subsurface and until the completion of the work to be performed by Monsanto hereunder, Purchaser shall not conduct or permit any event or activity on, or use of, the Site which may affect or disturb the subsurface, the Surface or the performance of said work.

Purchaser shall provide electric power, light, heat and water which may be required in connection with the performance of Monsanto's work hereunder.

15. Repairs. Monsanto shall replace promptly or repair any defective materials and workmanship which may exist in the installation until substantial completion or first use of the installation, whichever comes first. Substantial completion shall mean the date on which the installation is sufficiently complete so that the owner may occupy the installation for any of the uses for which it is intended. After substantial completion or first use of the installation, whichever comes first, the provisions of Monsanto's warranty shall govern; provided, however, that Monsanto shall not be relieved of its responsibility to complete any outstanding "punch list" items which have been duly noted at the time of substantial completion or first use, whichever occurs first.

16. Clean Up. Monsanto shall keep the area of its work free from accumulations of waste materials or rubbish caused by its work and at the completion thereof Monsanto shall remove all such waste materials and rubbish and all its tools, equipment, and surplus materials from and about said areas and shall leave its work area in a clean condition.

17. Liens and Claims. Monsanto shall indemnify and hold harmless the Purchaser from and against all labor, material and similar liens, and statutory claims granted in lieu of such liens, arising out of the work performed by Monsanto hereunder.

18. Changes and Unforeseen Conditions. Monsanto shall be granted additional compensation for all additional work, materials and/or labor resulting from a change resulting from a requirement or limitation contained in this Agreement or at the Site which was not readily apparent at the time of the submission of this Agreement. Any such claim for additional compensation shall be made within a reasonable period of time, provided such additional work, material, or labor has been agreed to in writing by both parties prior to such additional work, material, or labor being undertaken by Monsanto.

19. Notices. Any notice required or permitted to be given under this Agreement shall have been sufficiently given if delivered in person or if deposited in the United States mail, postage prepaid, for mailing by registered or certified mail, addressed as follows:

If to Purchaser,  
addressed to:

Mr. John Conley  
Texas Tech University  
Sixth and Akron  
Lubbock, Texas 79409

If to Monsanto,  
addressed to:

Monsanto Company  
800 North Lindbergh Boulevard  
St. Louis, Missouri 63166

Attention: National Sales Manager  
AstroTurf Recreational Surfaces

or to such other address of either party as may be specified from time to time in a written notice given by that party. Both parties shall acknowledge in writing the receipt of any notice delivered in person.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

21. Waivers. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the party to be bound or its duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment.

22. Entire Agreement. This Agreement sets forth the sole and entire agreement between the Purchaser and Monsanto with respect to the sale and installation of the Surface and supersedes and cancels any and all oral or written agreements or understandings between or assumed by the parties or either of them with respect to the foregoing matters or any part thereof.

IN WITNESS WHEREOF, the Purchaser and Monsanto have executed this Agreement as of the day and year first hereinabove written.

TEXAS TECH UNIVERSITY

MONSANTO COMPANY

By /s/ Judson F. Williams

By /s/ Stewart D. Daniels

Title Chairman, Board of Regents

Title \_\_\_\_\_

EXHIBIT A

CERTIFICATE OF ASPHALT ACCEPTABILITY

Monsanto Company ("Monsanto") hereby certifies to \_\_\_\_\_  
that a representative of Monsanto has conducted a visual inspection of the asphalt  
subbase at \_\_\_\_\_ and, based on this visual inspection, said  
subbase appears to be acceptable for installation of Monsanto's AstroTurf, subject  
to satisfactory repair of the discrepancies noted on the page appended hereto;  
provided, however, that such inspection and/or approval shall not relieve Owner or  
his contractors of any obligations regarding said subbase or other work, nor in  
any manner render Monsanto liable for any losses, damages, costs, or expenses  
of any kind resulting from or caused by the improper or faulty installation of the  
asphalt or work performed by others.

MONSANTO COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

ASTROTURF STADIUM SURFACE WARRANTY

Warranty and Limit of Liability. When properly maintained, Monsanto warrants that its AstroTurf Stadium Surface and Pad ("Surface") will remain serviceable for multiple sports and recreational activities for a period of five (5) years from the Installation Date. In addition, Monsanto warrants that the Surface on delivery will conform to the specifications set forth on Appendix D to this Agreement, and as to any other goods sold hereunder, that the same shall be free from defects in material and workmanship. The preceding warranties are subject to the limitations and conditions set forth below. NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SURFACE OR OTHER GOODS.

In the event that the Surface is not serviceable for the aforementioned time period or, upon delivery, does not meet the attached specifications, Monsanto will, at its election and at its sole liability to Purchaser, either make a cash refund for such portion of the Surface that is no longer serviceable or does not meet the attached specifications or repair or replace such portion of the Surface; provided, however, that if such Surface is not serviceable as aforesaid after the third year following the Installation Date, the cost and expense of such repair or replacement or the amount of cash refund shall be prorated between Monsanto and Purchaser based on the number of months remaining in such twenty-four (24) month proration period and shall be based on Monsanto's then current price for the Surface. If Monsanto does not comply with its obligations under this warranty, Purchaser's exclusive remedy shall be for damages, subject, however, to Purchaser's agreement that, for any and all damages resulting from any cause whatsoever, including alleged defective or damaged goods, Monsanto's liability shall in no event exceed the purchase price thereof or, at the election of Monsanto, the repair or replacement of the alleged defective or damaged goods. IN NO EVENT SHALL MONSANTO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Purchaser agrees that, within seven (7) days of Installation Date, Purchaser, by itself or through an agent, shall examine the Surface and other goods sold hereunder for any and all defects. It is expressly agreed that all claims for alleged damaged or defective goods, shortage or other cause, known or unknown, shall (i) as to the Surface and/or its installation be deemed waived, unless made in writing and received by Monsanto within five (5) years from the Installation Date, or within thirty (30) days after the Purchaser learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, whichever shall first occur, or (ii) as to goods other than the Surface sold hereunder, be deemed waived, unless made in writing and received by Monsanto within one (1) year from the date of delivery, or within thirty (30) days after the Purchaser learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, whichever shall first occur.

The above warranties and Monsanto's obligations hereunder are further conditioned upon Purchaser's (i) retaining the Surface (including the Pad) at the Location, (ii) complying with Monsanto's instructions and recommendations for the completion of the subsurface and those pertaining to use, maintenance and care of the Surface,

and (iii) making all minor repairs promptly upon the discovery thereof. The above warranties do not cover any defect, failure, damage or wear caused by or connected with abuse, neglect, deliberate act, improper or faulty subsurface preparation, use for any purpose other than the Designed Uses set out in Appendix D, accident, act of God, casualty, failure of Purchaser to comply with any of its obligations, or footwear having cleats, spikes or similar projection (other than conventional football, soccer and rugby shoes having flat cleats of not more than 1/4 inch in length and other than conventional baseball or running track shoes having spikes of not more than 1/4 inch in length). Monsanto shall be allowed to examine the Surface for which any claim is made, to be present at and to analyze the results of all tests run by Purchaser or others, and to run tests of its own. Monsanto shall not be responsible for any costs or expenses incurred by Purchaser with respect to any tests. The decision of Monsanto will be final as to all matters concerning the nature of any defect, failure, damage or wear, and the necessity or manner of repair, replacement or other corrective action.

Any claim under the foregoing warranty must be submitted by Purchaser in writing to Monsanto Company, AstroTurf Recreational Surfaces, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166.

As used herein, "Installation Date" means the date of Monsanto's advice to Purchaser of substantial completion of the installation of the Surface or the date of Purchaser's first use of the Surface, whichever shall first occur.

No representative of Monsanto is authorized to make any change in or modification to the above warranties or any provisions hereof.

APPENDIX D

AstroTurf  
Recreational Surfaces  
by Monsanto  
ASTROTURF STADIUM SURFACE (S-22) SPECIFICATIONS

A. SYNTHETIC TURF SYSTEM

A man-made system for athletic and recreational use consisting of a nylon ribbon pile face and synthetic weather resistant backing adhered to a closed cell energy absorbing foam underpad. The entire turf/pad system will be bonded to a suitable substrate provided by the owner in accordance with designs and specifications furnished by the turf supplier.

1. Pile Material shall be 500 denier nylon 6-6 ribbon, averaging more than 44 ounces per square yard, pigmented green, weather-resistant polymer, with a nominal pile height of 0.5 inches constructed to give the appearance of freshly-mown natural grass.
2. Backing Yarns shall be polyester fiber yarns weighing approximately 8 ounces per square yard.
3. Fabric Construction shall be knitted, using polyester filament yarns for stitch and lay-in yarns with a total fabric weight of more than 52 ounces per square yard.
4. Back Coating shall be poly(vinylidene chloride) latex, weighing more than 2 ounces per square yard.
5. Energy-absorbing Underpad shall be a synthetic elastomeric closed cell foam with acceptable shock absorbing properties throughout the range of temperatures normally encountered in outdoor athletic play. The nominal pad thickness shall be 5/8 inches.
6. System Assembly shall be completed in the field by crews employed by the turf supplier or its subsidiary, and experienced in the installation of synthetic turf playing fields. All adhesives used in the field shall be weather-resistant, and all fabric seams shall be reinforced with woven seam tapes made of weather-resistant synthetic fibers.
7. Decorations and Field Markings provided and installed by the turf supplier shall include line striping and field boundaries for the principal game to be played on the installation, using paint systems compatible with the synthetic turf surface.

B. GENERAL CHARACTERISTICS OF SYNTHETIC TURF

1. The nylon 6-6 ribbon pile fiber shall contain light-resistant pigments and shall be stabilized for resistance to outdoor exposure.
2. The entire surface system shall be resistant to weather, insects, rot, mildew, and fungus growth.
3. The pile surface shall be non-allergenic and non-toxic.
4. The pile surface shall be highly abrasion resistant to normal athletic and recreational traffic.
5. The stadium surface system shall be shock resistant to falls and have good energy absorption characteristics.
6. The surface system shall present a uniform playing surface without irregular changes in contour or elevation.
7. The pile surface shall provide excellent traction with use of conventional sneaker type shoes, regular composition soled soccer or football shoes.
8. Configuration of pile surface shall permit good water drainage from the field at grade slopes from crown to sideline of 2% or less and requiring not more than 1% slope between the in-bounds lines of a conventional football field. (NOTE: This will permit adequate drainage from a football field having a total crown height of 14-18 inches.)
9. The pile surface will be suitable for both temporary and permanent line markings using line marking paint systems specified by the turf supplier.

C. DURABILITY OF SYNTHETIC TURF SURFACE

1. Weatherability of the turf system shall be demonstrated by actual outdoor exposures of the complete system for periods of at least 3 years in climates typically encountered in the continental United States without significant loss of fiber content due to the climatic exposure.
2. Abrasion Resistance of the turf system shall be demonstrated by exposure of the surface fabric to the Schiefer Abrader with Carpet Attachment as described in ASTM Method D1175 for 1000 cycles of abrasion under a 10-pound load. The abraded area shall show no shredding or fibrillation, and shall not lose more than 0.05 grams of fiber.

D. DESIGNED USES

"Designed Uses" for AstroTurf Stadium Surface shall include the following:

Football, soccer, lacrosse, field hockey, rugby, baseball, gymnastics, physical exercises, playground surface, marching band, military drills and other uses with similar surface activities.

ASTROTURF STADIUM SURFACE WARRANTY

Warranty and Limit of Liability. When properly maintained, Monsanto warrants that its AstroTurf Stadium Surface ("Surface") will remain serviceable for multiple sports and recreational activities for a period of one (1) year from the Installation Date. In addition, Monsanto warrants that the Surface on delivery will conform to the specifications set forth on Appendix D to this Agreement, and as to any other goods sold hereunder, that the same shall be free from defects in material and workmanship. The preceding warranties are subject to the limitations and conditions set forth below. NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THE SURFACE OR OTHER GOODS.

In the event that the Surface is not serviceable for the aforementioned time period or, upon delivery, does not meet the attached specifications, Monsanto will, at its election and at its sole liability to Purchaser, either make a cash refund for such portion of the Surface that is no longer serviceable or does not meet the attached specifications or repair or replace such portion of the Surface. If Monsanto does not comply with its obligations under this warranty, Purchaser's exclusive remedy shall be for damages, subject, however, to Purchaser's agreement that, for any and all damages resulting from any cause whatsoever, including alleged defective or damaged goods, Monsanto's liability shall in no event exceed the purchase price thereof or, at the election of Monsanto, the repair or replacement of the alleged defective or damaged goods. IN NO EVENT SHALL MONSANTO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Purchaser agrees that, within seven (7) days of Installation Date, Purchaser, by itself or through an agent, shall examine the Surface and other goods sold hereunder for any and all defects. It is expressly agreed that all claims for alleged damage or defective goods, shortage or other cause, known or unknown, shall (i) as to the Surface and/or its installation be deemed waived, unless made in writing and received by Monsanto within one (1) year from the Installation Date, or within thirty (30) days after the Purchaser learns of the alleged defect, damage, shortage or other cause giving rise to the claim, whichever shall first occur, or (ii) as to goods other than the Surface sold hereunder, be deemed waived, unless made in writing and received by Monsanto within one (1) year from the date of delivery, or within thirty (30) days after the Purchaser learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, whichever shall first occur.

The above warranties and Monsanto's obligations hereunder are further conditioned upon Purchaser's (i) retaining the Surface (including the Pad) at the Location, (ii) complying with Monsanto's instructions and recommendations for the completion of the subsurface and those pertaining to use, maintenance and care of the Surface, and (iii) making all minor repairs promptly upon the discovery thereof. The above warranties do not cover any defect, failure, damage or wear caused by or connected with abuse, neglect, deliberate act, improper or faulty subsurface preparation, use for any purpose other than the Designed Uses set out in appendix D, accident, act of God, casualty, failure of Purchaser to comply with any of its obligations, or footwear having cleats, spikes or similar projection (other than conventional

football, soccer and rugby shoes having flat cleats of not more than 3/4 inch in length and other than conventional baseball or running track shoes having spikes of not more than 1/4 inch in length). Monsanto shall be allowed to examine the Surface for which any claim is made, to be present at and to analyze the results of all tests run by Purchaser or others, and to run tests of its own. Monsanto shall not be responsible for any costs or expenses incurred by Purchaser with respect to any tests. The decision of Monsanto will be final as to all matters concerning the nature of any defect, failure, damage or wear, and the necessity or manner of repair, replacement or other corrective action.

Any claim under the foregoing warranty must be submitted by Purchaser in writing to Monsanto Company, AstroTurf Recreational Surfaces, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166.

As used herein, "Installation Date" means the date of Monsanto's advice to Purchaser of substantial completion of the installation of the Surface or the date of Purchaser's first use of the Surface, whichever shall first occur.

No representative of Monsanto is authorized to make any change in or modification to the above warranties or any provisions hereof.

APPENDIX D

AstroTurf  
Recreational Surfaces  
by Monsanto  
ASTROTURF STADIUM SURFACE (S-22) SPECIFICATIONS

A. SYNTHETIC TURF SYSTEM

A man-made system for athletic and recreational use consisting of a nylon ribbon pile face and synthetic weather resistant backing adhered to a closed cell energy absorbing foam underpad. The entire turf/pad system will be bonded to a suitable substrate provided by the owner in accordance with designs and specifications furnished by the turf supplier.

1. Pile Material shall be 500 denier nylon 6-6 ribbon, averaging more than 44 ounces per square yard, pigmented green, weather-resistant polymer, with a nominal pile height of 0.5 inches constructed to give the appearance of freshly-mown natural grass.
2. Backing Yarns shall be polyester fiber yarns weighing approximately 8 ounces per square yard.
3. Fabric Construction shall be knitted, using polyester filament yarns for stitch and lay-in yarns with a total fabric weight of more than 52 ounces per square yard.
4. Back Coating shall be poly(vinylidene chloride) latex, weighing more than 2 ounces per square yard.
5. Not applicable.
6. System Assembly shall be completed in the field by crews employed by the turf supplier or its subsidiary, and experienced in the installation of synthetic turf playing fields. All adhesives used in the field shall be weather-resistant, and all fabric seams shall be reinforced with woven seam tapes made of weather-resistant synthetic fibers.
7. Decorations and Field Markings provided and installed by the turf supplier shall include line striping and field boundaries for the principal game to be played on the installation, using paint systems compatible with the synthetic turf surface.

B. GENERAL CHARACTERISTICS OF SYNTHETIC TURF

1. The nylon 6-6 ribbon pile fiber shall contain light-resistant pigments and shall be stabilized for resistance to outdoor exposure.

2. The entire surface system shall be resistant to weather, insects, rot, mildew, and fungus growth.
3. The pile surface shall be non-allergenic and non-toxic.
4. The pile surface shall be highly abrasion resistant to normal athletic and recreational traffic.
5. The stadium surface system shall be shock resistant to falls and have good energy absorption characteristics.
6. The surface system shall present a uniform playing surface without irregular changes in contour or elevation.
7. The pile surface shall provide excellent traction with use of conventional sneaker type shoes, regular composition soled soccer or football shoes.
8. Configuration of pile surface shall permit good water drainage from the field at grade slopes from crown to sideline of 2% or less and requiring not more than 1% slope between the in-bounds lines of a conventional football field. (NOTE: This will permit adequate drainage from a football field having a total crown height of 14-18 inches.)
9. The pile surface shall be suitable for both temporary and permanent line markings using line marking paint systems specified by the turf supplier.

C. DURABILITY OF SYNTHETIC TURF SURFACE

1. Weatherability of the turf system shall be demonstrated by actual outdoor exposures of the complete system for periods of at least 3 years in climates typically encountered in the continental United States without significant loss of fiber content due to the climatic exposure.
2. Abrasion Resistance of the turf system shall be demonstrated by exposure of the surface fabric to the Schiefer Abrader with Carpet Attachment as described in ASTM Method D1175 for 1000 cycles of abrasion under a 10-pound load. The abraded area shall show no shredding or fibrillation, and shall not lose more than 0.05 grams of fiber.

D. DESIGNED USES

"Designed Uses" for AstroTurf Stadium Surface shall include the following:

Football, soccer, lacrosse, field hockey, rugby, baseball, gymnastics, physical exercises, playground surface, marching band, military drills and other uses with similar surface activities.

\* \* \* \* \*

Bookstore Display Units - Maytex Manufacturing Co.

8. d. The following Agreement with Maytex Manufacturing Company in the amount of \$42,670.05 for the manufacture and installation of store fixtures in the Bookstore is entered for recording purposes. Execution of this contract was authorized in the Board meeting of April 7, 1977, Item M128.

Contract No. 181

AGREEMENT

made this 11th day of April in the year Nineteen Hundred Seventy-seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and Maytex Manufacturing Company, Terrell, Texas, 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 for the manufacture and installation of Store Fixtures in the Texas Tech Bookstore, including Addendum No. 1.

ARTICLE 3

ARCHITECT

Director of New Construction, Texas Tech University.

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 45 consecutive calendar days thereafter.

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:

Forty-two thousand, six hundred seventy dollars and five cents (\$42,670.05).

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, 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:

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	3
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	18
Supplementary General Conditions	7
Specifications, Divisions 1, 5, 6, 7, 8, 9, 10, 15, & 16.	
Drawings: Dated <u>February 24, 1977</u>	
Architectural A1, A2, & A3 of 5	
Mechanical M1 of 5	
Electrical E1 of 5	
Addenda No. 1	

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 \$18,000.00 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  
MAYTEX MANUFACTURING COMPANY

/s/ Judson F. Williams  
Judson F. Williams, Chairman

By /s/ Scott Trail

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Bookstore Renovation - James E. Walker and Company

8. e. The following Agreement with James E. Walker and Company in the amount of \$58,575.00 for the renovation of the Texas Tech Bookstore is entered for recording purposes. Execution of this contract was authorized in the Board meeting of April 7, 1977, Item M129.

Contract No. 180

AGREEMENT

made this 11th day of April in the year Nineteen Hundred Seventy-seven.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Judson F. Williams, Chairman of the Board of Regents, the Owner, and James E. Walker and Company, Lubbock, Texas, 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 for the renovation of the Texas Tech Bookstore, including Addendum No. 1 for Quarry Tile.

ARTICLE 3

ARCHITECT

Director of New Construction, Texas Tech University.

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 120 consecutive calendar days thereafter.

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:

Fifty-eight thousand, five hundred seventy-five dollars,  
(58,575)

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor, recommended by the Architect, and approved by Owner, 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 buildings, 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:

	<u>Pages</u>
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Exemption Certificate	1
Equal Opportunity Clause	4
Wage Scale	1
Uniform General Conditions	18
Supplementary General Conditions	7
Specifications, Divisions	1,5,6,7,8,9,10,15, & 16
Drawings: Dated <u>February 24, 1977</u>	
Architectural A1, A2, and A3 of 5	
Mechanical M1 of 5	
Electrical E1 of 5	
Addenda No. 1 for Quarry Tile	

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 \$38,000.00 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  
JAMES E. WALKER AND COMPANY

/s/ Judson F. Williams  
Judson F. Williams, Chairman

By /s/ R. Gordon Denton

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Interagency Cooperation Contract - Texas A & M University System

8. f. The following Interagency Cooperation Contract No. IAC (76-77)-1994 is entered for recording purposes, for the services to be performed as described.

Contract Number IAC(76-77)-1994  
(Assigned by Board of Control)

THE STATE OF TEXAS     )  
                                  ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS     )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: The Texas A & M University System

II. STATEMENT OF SERVICES TO BE PERFORMED:

The following statement dated January 20, 1977 was received from Mr. Joe A. Hubenak, Chairman of the House Committee on Agriculture and Livestock of the Texas House of Representatives.

"As Chairman of the House Committee on Agriculture and Livestock for the 65th Legislature, I feel it necessary for the committee to review the major state agricultural agencies.

The Committee has chosen to review agriculture research by the Texas Agricultural Experiment Station and Texas Tech University simultaneously. Our review would be facilitated if you could provide us a tour of the Lubbock Research and Extension Center on February 4, 1977. I would hope your agency might make travel arrangements for the committee members.

Your interest in good government is truly appreciated."

Airplane service owned by The Texas A & M University System was available to transport this Committee, and Texas Tech University wishes to participate in the cost of this service by contributing to The Texas A & M University System \$500 toward the cost.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Contributing share by Texas Tech University - \$500

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Five hundred dollars (\$500).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Lump sum upon completion of service.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This contract is to begin April 6, 1977, and shall terminate August 31, 1977 (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Education Code Chapter 109

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Texas Education Code, Chapter 88 Subchapter C

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

Texas Tech University  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Glenn E. Barnett  
Executive Vice President  
Title

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

PERFORMING AGENCY

The Texas A & M University System  
Name of Agency

By: /s/ Jack K. Williams  
Authorized Signature

Jack K. Williams  
President  
Title

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

EXAMINED and APPROVED this the 6th day of April, A.D., 1977.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Chief, Centralized Services

\*\*\*\*\*

Interagency Cooperation Contract - Texas Rehabilitation Commission

8. g. The following Interagency Cooperation Contract No. IAC(78-79)-0002 with Texas Rehabilitation Commission is entered for recording purposes.

Contract Number IAC(78-79)-0002  
(Assigned by Board of Control)

THE STATE OF TEXAS    )  
                                  ) INTERAGENCY COOPERATION CONTRACT  
COUNTY OF TRAVIS    )

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act", Article 4413 (32) V.C.S.

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY

The Performing Agency: TEXAS REHABILITATION COMMISSION

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency is to make available to the Receiving Agency the services of an employee of the Performing Agency for Twenty (20) hours each week for the purpose of carrying out assigned responsibilities of the Receiving Agency in its statutory function of administration of Texas Tech University's Rehabilitation Counselor Training Program.

Selection of the employee to serve the Receiving Agency shall have the approval of both parties.

This contract will be valid as long as the Rehabilitation Services Administration Grant supporting the Program is continued. At such time the grant is not funded, this contract is automatically terminated.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

The Receiving Agency is to reimburse the Performing Agency for one-half of the monetary costs of the employee including salary, health and accident premium, Social Security contribution, employee retirement contribution, and travel.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Eleven Thousand Dollars (\$11,000) .

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Monthly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or accounts(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This Contract is to begin subject to Grant funds being available  
September 1, 1977, and shall terminate August 31, 1978 or upon 30 days  
written notice by either (Term of Contract cannot transcend the biennium.)

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 109, Education Code, Vernon's  
Texas Codes Annotated.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 30, Education Code, Vernon's  
Texas Codes Annotated.

SUBJECT TO THE APPROVAL of the State Board of Control, the undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until approved by the Board of Control, and that such approval must be obtained prior to the beginning date of the Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Texas Tech University  
Name of Agency

Texas Rehabilitation Commission  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

By: /s/ Vernon M. Arrell  
Authorized Signature

Executive Vice-President  
Title

Commissioner  
Title

Date: 4-12-77

Date: 3/21/77

EXAMINED and APPROVED this the 1st day of September, A.D., 1977.

STATE BOARD OF CONTROL

/s/ A. L. Rankin      4/19/77

\* \* \* \* \*

GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

9. a. Gifts and grants from private sources in the amount of \$182,836.68 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the Period of March 1, 1977 through March 31, 1977. 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>
109	116	\$142,449.34

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

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
5	5	\$ 28,929.25

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

Total  
\$11,458.09

Texas Tech University  
 9. b. Gifts and Grants by Type of Donor and Geographic Area  
 March 1, 1977 - March 31, 1977

Type	LUBBOCK		TEXAS		NATIONAL		TOTALS	
	No.	Amount	No.	Amount	No.	Amount	No.	Amount
A. Individuals	51	\$ 45,650.09	15	\$ 3,265.00	8	\$ 15,515.00	74	\$ 64,430.09
B. Business and Industry	7	480.00	9	14,500.00	4	13,500.00	20	28,480.00
C. Foundations	0	-0-	1	500.00	10	25,522.00	11	26,022.00
D. Associations	7	9,347.25	1	1,500.00	2	170.00	10	11,017.25
E. Bequests	0	-0-	1	12,500.00	0	-0-	1	12,500.00
Totals	65	\$ 55,477.34	27	\$ 32,265.00	24	\$ 54,707.00	116	\$ 142,449.34
Year to Date 9/1/76 - 3/31/77	543	\$1,465,592.23	263	\$ 619,781.38	111	\$ 707,022.98	917	\$2,792,396.59
Fiscal Year Comparison 9/1/75 - 3/31/76	981	\$ 589,327.63	466	\$ 411,064.59	155	\$ 252,539.59	1,602	\$1,252,931.81

TEXAS TECH UNIVERSITY  
 Gifts and Grants  
 9. c. Fiscal Year/Monthly Comparison

1974-75/1975-76/1976-77

<u>MONTH</u>	<u>NUMBER OF GIFTS</u>			<u>\$ AMOUNT</u>		
	1974-1975	1975-1976	1976-1977	1974-1975	1975-1976	1976-1977
SEPTEMBER	81	151	125	\$ 105,333.50	\$ 148,993.65	\$ 180,289.96
OCTOBER	200	163	147	94,172.91	100,724.47	1,273,139.03
NOVEMBER	86	179	198	149,854.66	129,225.05	211,404.39
DECEMBER	334	146	146	471,434.75	626,564.76	483,078.75
JANUARY	79	85	107	60,828.80	54,416.90	336,592.05
FEBRUARY	97	47	78	68,855.31	34,657.81	165,443.07
MARCH	390	831	116	50,078.07	158,349.17	142,449.34
APRIL	426	350		70,801.58	59,961.12	
MAY	193	244		340,126.63	106,163.32	
JUNE	87	106		74,217.00	328,053.64	
JULY	127	84		230,941.26	83,662.07	
AUGUST	<u>155</u>	<u>131</u>		<u>67,686.23</u>	<u>206,809.24</u>	
Totals	2,255	2,517		\$ 1,784,330.70	\$ 2,037,581.20	