

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS  
OF  
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1993 THROUGH AUGUST 31, 1994

VOLUME I

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS  
OF  
TEXAS TECH UNIVERSITY

OCTOBER 1, 1993

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents  
October 1, 1993

- M1. The Board of Regents of Texas Tech University met in regular session on Friday, October 1, 1993, at 9:00 a.m. in the Board of Regents Suite on campus. The following Regents were present: Mr. J. L. "Rocky" Johnson, Chair, Ms. Elizabeth "Cissy" Ward, Vice Chair, General Richard E. Cavazos, Mrs. Patsy Woods Martin, Dr. Carl E. Noe, Mr. John C. Sims, and Mr. Alan B. White. Officials and staff present were: Dr. Robert W. Lawless, President; Dr. Donald R. Haragan, Executive Vice President and Provost; Mr. Jim Brunjes, Vice President for Administration; Mr. Pat Campbell, Vice President and General Counsel; Mr. William G. Wehner, Vice President for Institutional Advancement; Mr. Don Cosby, Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. C. Len Ainsworth, Vice Provost for Academic Affairs; Dr. Virginia M. Sowell, Associate Vice President for Academic Support Services; Dr. Monty E. Davenport, Associate Vice President for Plant Services; Mr. Eric Williams, Associate Vice President for Facilities Planning and Construction; Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Dr. Jane Winer, Dean, College of Arts and Sciences; Mr. Frank Newton, Dean and Ms. Jessica Brown, Ms. Lisa Ann Mokry and Mr. Coby Smith, students and ABA National Championship performers, Law School; Mr. D. Kent Kay, Director, Internal Audit; Mr. Steve Kauffman, Assistant Director, University News and Publications; Ms. Karen Wilson Selim, Assistant Vice President for Development; Mr. Gary Edson, Director, Museum; Mr. Gene Medley, Director, Admissions and Records; Mr. Don T. Garnett, Director, University Transition Advisement Center; and Ms. Donna Davidson Kittrell, Assistant Secretary. Texas Tech University Health Sciences Center: Dr. Bernhard T. Mittermeyer, Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost; Dr. Darryl Williams, Dean and Dr. Sandra Sabatini, Chair, Physiology, School of Medicine; Dr. Pat Yoder Wise, Dean, School of Nursing; Dr. Hugh Bonner, Associate Dean, School of Allied Health; and Mr. James Johnston, Manager, Teaching Learning Resources.

Others present were: Mrs. Robert W. Lawless; Dr. B. H. Newcomb, President, Faculty Senate; Mr. W. Michael Fietz, President, Student Association; Mr. Jay House, President and Mr. Zach Brady, Student Senate; Ms. Jennifer Gilbert, University Daily; Ms. Dorothy Gentry, Lubbock Avalanche-Journal; Ms. Dana Gundy, KCBD-TV; and Ms. Krista Vasquez, KLBK-TV.

- M2. Chair Johnson called the meeting to order and asked Mr. Elmo Cavin to give the invocation.

- M3. Upon motion made by Ms. Ward, seconded by Dr. Noe, the Minutes of the meeting of August 13, 1993, were approved.
- M4. Chair Johnson called on Dr. Lawless for the President's Report; Attachment M1.
- M5. Ms. Ward reported for the Academic and Student Affairs Committee. The following six items (M6 through M11) constitute action taken upon committee recommendation.
- M6. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the attached SACS Mission Statement for Texas Tech University and Texas Tech University Health Sciences Center; Attachment M2.*
- M7. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the charging of tuition at non-resident rates for all doctoral hours taken beyond the limits established by the legislature for formula funding. This policy shall become effective with enrollments for the Fall semester, 1995.*
- M8. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents adopts a policy that supports and encourages the transfer of students from public community colleges within the State.*
- M9. Upon motion made by Ms. Ward, seconded by General Cavazos, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the degree program: Bachelor of Science with a major in Agribusiness.*
- M10. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents ratifies administrative actions as follows:*
- a. *Merge the Departments of Economics and Geography and rename it to the Department of Economics and Geography, effective November 1, 1993;*
  - b. *Change the name of the Department of Agronomy, Horticulture, and Entomology to the Department of Plant and Soil Science;*
  - c. *Leaves of absence; and*
  - d. *Commission as peace officers, Carrie E. McClain, effective July 1, 1993, Michael L. McAlister, effective July 7, 1993, Michael R. Adcock, Dan G. Hale and Howard T. Rosas, effective July 15, 1993, and Larry L. Erwin, effective September 1, 1993; Attachment M3.*
- M11. Upon motion made by Ms. Ward, seconded by Mr. White, the following was unanimously approved: *RESOLVED, that the Board of Regents approves a specific exception to policy 04.01 as requested in the accompanying memorandum; Attachment M4.*

- M12. Mr. Sims reported for the Finance and Administration Committee. The following four items (M13 through M16) constitute action taken upon committee recommendation.
- M13. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents hereby terminates the Texas Tech Health Care Reimbursement, Texas Tech Dependent Care Reimbursement, and Texas Tech Premium Reimbursement plans, effective April 1, 1993.*
- M14. Upon motion made by Mr. Sims, seconded by Ms. Ward, the following was unanimously approved: *RESOLVED, that the Board of Regents hereby selects the underwriting firms on the attached listing to assist Texas Tech University, its Bond Counsel, McCall, Parkhurst and Horton, and its Financial Advisor, First Southwest Company, in refunding various issues of current bonds outstanding. BE IT FURTHER RESOLVED, that the President be authorized to execute all required documents necessary to bring a proposed refinancing to the Board of Regents for approval at a future regular or called Board of Regents meeting; Attachment M5.*
- M15. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves and ratifies the attached employment contract for Robert L. Bockrath, Director of Intercollegiate Athletics; Attachment M6.*
- M16. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves and ratifies the attached budget adjustments; Attachment M7.*
- M17. Mr. White reported for the Campus and Building Committee. The following six items (M18 through M23) constitute action taken upon committee recommendation.
- M18. Upon motion made by Mr. White, seconded by General Cavazos the following was unanimously approved: *RESOLVED, that the Board of Regents authorizes the President to approve and submit the Campus Master Plan to the Texas Higher Education Coordinating Board as the approved Master Plan for Texas Tech University; Attachment M8.*
- M19. Upon motion made by Mr. White, seconded by Ms. Ward, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the refrigerant upgrade at Central Heating and Cooling Plant I.*
- M20. Upon motion made by Mr. White, seconded by Dr. Noe, the following was unanimously approved: *RESOLVED, that the Board of Regents approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the refrigerant upgrade at Central Heating and Cooling Plant II.*

- M21. Upon motion made by Mr. White, seconded by Ms. Ward, the following was unanimously approved: **RESOLVED**, that the Board of Regents approves the commitment of the triangular parcel of University land located southwest of the Museum, as generally identified on the attached map, consisting of approximately four acres, for the purpose of establishing, facilitating, and housing the Windmill Project organized by Ms. Billie Wolfe. The project will consist of the "Hundley Windmill Collection" and other rare and valuable windmills. This commitment is contingent upon obtaining approval from the appropriate State agencies and the prerequisite that all funding be privately raised and in hand before the gift can be accepted. The conditions precedent to final approval and acceptance of this gift shall insure that the University bears no cost or expense of any kind related to this project, including but not limited to, the purchase price of all units, transportation, display, housing cost and the establishment of a university endowment sufficient to pay the entire cost of all support, maintenance and personnel to support the collection according to University Standards, Policies and Procedures. This commitment shall be for a two (2) year period commencing the 1st day of October, 1993. In the event the project has not been totally funded and in place on the designated site by September 30, 1995, this land use commitment shall terminate and be of no further force or effect; Attachment M9.
- M22. Upon motion made by Mr. White, seconded by Dr. Noe, the following was unanimously approved: **RESOLVED**, that the Board of Regents authorizes the President to proceed with planning, to appoint the firm of MWM Architects, Inc., as project architect, approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the expansion of the Texas Tech Museum Building and approves naming the gallery the "Diamond M Art Collection of C.T. and Claire McLaughlin, Snyder, Texas. **BE IT FURTHER RESOLVED**, that the project budget is established at \$1,000,000.
- M23. Upon motion made by Mr. White, seconded by Dr. Noe, the following was unanimously approved: **RESOLVED**, that the Board of Regents ratifies the administrative actions relating to Campus and Building as follows:
- a. To record the contract with Pharr Construction Company, Inc., in the amount of \$269,765 dated July 29, 1993, for the renovation of the auditorium in the Agricultural Education and Communication Building;
  - b. To record the contract with Sandia Construction, Inc., in the amount of \$393,100 dated July 29, 1993, for the expansion of the weight room in the Student Recreation Center;
  - c. To record September 1, 1993, as the completion date for the partial replacement and repair of the roof on the Wall/Gates Residence Halls; and
  - d. To record August 2, 1993, as the completion date for the installation of a card activated residence halls door access system.
- M24. Dr. Noe reported for the Development and Public Affairs Committee. The following two items (M25 and M26) constitute action taken upon committee recommendation.

- M25. Upon motion made by Dr. Noe, seconded by General Cavazos, the following was unanimously approved: *RESOLVED, that the gift of The Diamond M Fine Art Collection comprised of fine art objects including paintings, sculptures, ivories, jades, bronzes and prints donated by The Diamond M Foundation Inc., of San Angelo, Texas, and valued at \$3,739,109 be accepted by the Board of Regents of Texas Tech University.*
- M26. Upon motion made by Dr. Noe, seconded by Mrs. Martin, the following was unanimously approved: *RESOLVED, that the gift of an undivided 1/2 Interest in the East 1/2 of Labor 4, League 2, San Augustine County School Land, Lubbock County, Texas, received as a remainder interest from the Estate of J.R. Boyd, deceased by accepted by the Board of Regents of Texas Tech University.*
- M27. Dr. Noe reported for the Development Committee that total gifts received through September 24, 1993, for Texas Tech University and Texas Tech University Foundation total \$1,131,000 as compared with \$662,000 for the same period last fiscal year.
- M28. Mr. Johnson called upon Dr. Haragan who gave the report of the Executive Vice President and Provost; Attachment M10.
- M29. There being no further business, the meeting adjourned.

Attachments:

- M1. President's Report; Item M4.
- M2. SACS Mission Statement; Item M6.
- M3. Leaves of Absence; Item M10.
- M4. Exception to Board of Regents Policy 04.01; Item M11.
- M5. Underwriting Firms; Item M14.
- M6. Director of Intercollegiate Athletics Employment Contract; Item M15.
- M7. Budget Adjustments; Item M16.
- M8. Campus Master Plan; Item M18.
- M9. Windmill Project Map; Item M21.
- M10. Provost's Report; Item M28.

I, Donna Davidson Kittrell, the duly appointed and qualified Assistant Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on October 1, 1993.

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Donna Davidson Kittrell  
Assistant Secretary

SEAL

October 1, 1993

## **PRESIDENT'S REPORT**

I would like to express my appreciation to each of you for attending the Fall Reception of the President's Council last night. Those in attendance are supporters of Texas Tech that are very interested in Tech and they always get excited about meeting our Regents. Once we got to the program and identified the regents, I know that you were inundated by people talking to you. I felt a bit sorry for Dr. Harris, given his profile; even after everyone had left and we were down to about ten people, there were still eight people waiting to meet him. He did yeoman's service standing in. I'm sure, in part, it was because he is a regent, but it might have had something to do with the fact that he is also an astronaut. Your attendance means a lot to our supporters. I think it is a high point for them every year to meet and talk to you to express their appreciation. I want to also express my appreciation to each of you for attending.

We have said a lot about the awards received and we just received a press release yesterday about yet another award. The press release indicated that Texas Tech University of Lubbock was recognized by the Texas Railroad Commission for its outstanding leadership in the propane industry during the 1993 Propane Superstars Competition. The Commission's alternate fuels division sponsored the award and the University has more than 80 vehicles converted to propane with plans to convert more. They had other categories like small private fleets, large private fleets, school districts, etc. We are pleased that we were recognized. Mr. Gene West, Director of Physical Plant Operations, and his personnel have really taken the leadership in this area. I think as we talk about quality and we talk about recognition, we have talked about faculty, students and staff--and this is yet another recognition for a staff that probably doesn't get recognized often but that is very efficient. I wanted you to be aware of the recognition they received.

I want to talk only about a couple of items today. One is to give you an update on enrollment. The Fall semester has started and, at the University, our enrollment as of the 12th day of class was 24,148, which is down 67 students (-0.28%) from the 24,215 enrolled last Fall. The good news is that our freshman enrollment is up 215 students. As we are stabilizing from increased admission standards and enrolling more new students, freshman students enrolled this Fall are higher in the freshman profile. This group of freshmen is the best group in terms of SAT and class rank that we have ever enrolled and we have more of them. At the Health Sciences Center we have 1,231 students compared to last year's 1,063, which is an increase in enrollment of 15.8%. If we combine enrollment for both institutions, we have 101 more students than last year. We have 25,179 students compared to 25,278 last year. Students are better prepared than before. We are stabilized at the University and recruiting more and better students at the Health Sciences Center with Allied Health and the School of Nursing continuing to grow. Next year, we will increase enrollment again with the addition of approximately 20 students in the School of Medicine class.

A week ago yesterday I had the opportunity to present our annual State of the University address to the faculty and talk about where we were. I don't want to spend the time to reiterate that to you as you have already heard much of it, but I want to share with you some of the goals that we talked about--where we are and where we want to go as an institution--part of it goes back to where we were. Moving faculty salaries forward remains my top priority. We have made some progress; however, we have not gotten to where we would like to be. Just as an exercise, I looked at the first year that I was here, academic year 1989-90, and compared the faculty salaries for six institutions. Those institutions are: the University of Texas at Austin, Texas A&M, University of Houston, North Texas, University of Texas at Arlington and Texas Tech. Unfortunately, for us, using that population of six, our average faculty salary for professorial faculty was sixth in that year. The good news that I have to report is that in 1992-93, using that same group as a population, our average faculty salary was fourth. We have moved from sixth to fourth and, if you take those six institutions and look at the percent change over the four year period, our percentage change in average faculty salaries is higher than any other institution. The University of Texas at Austin had the second highest percentage change. Now, I have continually stressed that what we are trying to do is to get above the average for faculty salaries in the State. Let me explain to you that that is a tough chore because of weighting. The University of Texas average faculty salaries exceeds the State average by \$11,023. That may not seem like it is too bad until you see that of all the professorial faculty in public institutions in this state, 16.03% are faculty at the University of Texas at Austin. So, almost one out of every six faculty members at a public institution in this state is at UT Austin. Then, when their salaries are some \$11,000 above the State average, you can see that it becomes very very difficult to ever be at that average. One can be fourth or fifth highest in the State and still be below the State average because of that weighting of numbers and average compensation. Nonetheless, our goal remains to get above the average and we are creeping up on it in a sense. In 1989-90 our average faculty salaries trailed the State average by \$1,319 and last year we trailed the State average by \$630, with the State average being approximately \$46,200. We have more than cut the difference in half and I think, when our next report is out, that we will have made headway again due to our ability to provide some faculty salary increases when the State did not provide money for faculty salary increases.

The second objective I expressed to the faculty that I wish to maintain is in the area of administrative costs. I have told the Board before and I shared with the faculty, that our administrative costs as reflected in the appropriation bill is at 5.5% administrative expenditure, as a percentage of the E&G budget. That is third from the lowest in the State compared to a State average of 8.9%. We intend to continue to focus on instruction and support for instruction and to keep administrative costs as low as we can.

The other area of concern is the library. I talked with you last time about the fact that we put discretionary funds that we had into principally faculty salaries and the library. Our goal for the library remains to achieve status as a member of the Association of Research Libraries. That takes five years of a certain level of funding. We began this for a couple of years in the early eighties but dropped off during the budget crunch. We want to push for expansion in library funding so that ultimately we can have that as comparable to where we want to be as an institution by being a member of the Association of Research Libraries.

The other area is endowment. I expressed to the faculty that our goal is to move forward in the endowment to a level that we think is commensurate with where we want to be. When we arrived here in the summer of 1989, the endowment in all combinations was some \$32,000,000; that figure is now \$80,000,000. We have made good progress increasing the endowment, but I think ultimately we are going to have to add about \$220,000,000 to that to get to an endowment of some \$300,000,000. That is where we have to go and where we want to be. We won't get there overnight, but that's a goal to strive for.

One of the things we have done with the funding that we received from the legislature in recognition of our system configuration is, basically, while we have put most of that money into faculty salaries, we held out a portion of the system administration funding to create an Office of Quality Service. This will enable us to focus on our quality service thrust and to work to reestablish what had been here for a long time--excellence in quality service, including teaching. The Office of Quality Service will be a resource center committed to teaching excellence and to learning. Our faculty here is very committed to that, but we want to be able to help them in knowing that we now have a student body where everyone who is admitted to Texas Tech has the potential to graduate from Texas Tech. The admission standards changed and stabilization has now occurred where every student admitted has the potential to succeed. We want to work with the students and re-stress our commitment to learning--not just to speaking in the classroom; but an interactive mode where the faculty and the students are focused together with a commitment to learning.

The last thing that I talked to the faculty about stems from a trip to Washington which reconfirmed that there probably is no additional money coming, neither federally in terms of additional resources or in terms of the environment we find ourselves in around the State with limited funds. Ultimately, to achieve our goal of increasing faculty and other salaries, we have to determine how to be more productive. We have to develop the same instructional level with perhaps fewer personnel. I have asked Dr. Haragan to form several committees and to work with the appropriate faculty to identify ways in which we can become more productive. We have not identified whether it would be faculty members teaching an additional course every semester, or teaching an additional course once every two years, or something different. The initiative needs to come from the faculty as to how they can work together best to be more productive. I do think that in the total scheme of trying to achieve average faculty salaries--to increase the faculty salaries, yet realizing that there is no additional money--the only way that we can actually arrive at that position is to distribute the same amount of money to fewer individuals, paying them more competitively.

This is the challenge of goal setting that I have placed with the faculty. Identifying faculty salaries, administrative costs, library funding, endowment and teaching excellence and productivity is where we are going in the years ahead and I wanted to share with you what I discussed with the faculty last week. Thank you.

### MISSION

The mission of Texas Tech University and Texas Tech University Health Sciences Center is to provide the highest standard of excellence in higher education, while pursuing continuous quality improvement, stimulating the greatest degree of meaningful research and supporting faculty and staff in satisfying those whom we serve.

Leaves of Absence

Approve leave of absence without pay for Dr. Bryce D. Conrad, Assistant Professor in the Department of English, for the period September 1, 1993, to July 1, 1994. This experience will enable Dr. Conrad to accept a Fulbright Senior Scholar award. Leave will be taken at the University of Sofia, Bulgaria.

Approve leave of absence without pay for Dr. Dale F. Duhan, Assistant Professor of Marketing, College of Business Administration, for the period September 1, 1993, to May 31, 1994. The purpose of the leave is to teach in Norway as a visiting professor in the Norwegian School of Economics and Business Administration.

DEPARTMENT OF RANGE & WILDLIFE MANAGEMENT

M E M O R A N D U M

TO: Max C. Tomlinson, Associate Vice-President for Business Affairs and Comptroller

THROUGH: Ron Sosebee, Interim Chairman, Department of Range and Wildlife Management

THROUGH: Samuel E. Curl, Dean, College of Agricultural and Natural Resources

THROUGH: Donald R. Haragan, Executive Vice-President and Provost

FROM: Ernest Fish

DATE: September 3, 1993

SUBJECT: Request For Exception To Policy

Max, the purpose of this memorandum is to specifically request an exception to Board of Regents Policy 04.01 pertaining to the chartering of commercial aircraft.

I am currently involved in a five year research project funded by the Department of Energy through the Bureau of Economic Geology at University of Texas at Austin. A portion of this project deals with ecological processes in playa wetlands at the DOE Pantex facility. One area of the research involves a requirement to obtain vertical aerial photographs of the playa basins on the Pantex facility. This year (1993) is the third year of the five year project. (Until a problem arose with payment for the aircraft use this summer, we were unaware of the Board policy and consequently had not been impacted by it.)

An exception to policy is requested for three reasons: 1) The specific aircraft in question is, to my knowledge, the only reasonably available aircraft with the appropriate airframe modifications necessary to obtain vertical aerial photography as specified in the research contract; 2) Mr. Phil Brockman, owner and operator of the aircraft, is an experienced aerial photo pilot, and this is a critical experience factor in order to obtain aerial photographs of the quality required in this project; and, 3) Operation of any aircraft in the restricted air space above the Pantex facility involves a lengthy process of certification which we have completed for the aircraft in question and for its pilot, Mr. Brockman.

Max C. Tomlinson  
September 3, 1993  
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For these reasons, I specifically request that we be permitted to continue using Mr. Phil Brockman as the pilot and the Cessna 210-05 aircraft N8209Z for the duration of this research project in order to obtain required aerial photographs.

Mr. Philip Gregory Brockman holds commercial license 2062997 dated December 12, 1974. He has over 500 hours of aerial photography flight experience. He maintains a current medical certificate, and the aircraft has a current annual inspection.

Thank you for your consideration of this request. If you require further information, please do not hesitate to contact me.

EBF:sdp

xc: Richard Zartman  
Robert Albin

Underwriting Firms

The following underwriting firms will assist Texas Tech University, its Bond Counsel and Financial Advisor in refunding various issues of current bonds outstanding:

Firm

Merrill Lynch	(Co-Senior Manager, To Run Books)
George K. Baum	(Co-Senior Manager)
Lehman Brothers	
Artimos	
Chapman & Co.	

EMPLOYMENT AGREEMENT

THE STATE OF TEXAS           §  
                                  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF LUBBOCK         §

This contract of employment is entered into by and between Texas Tech University (hereinafter University) and ROBERT L. BOCKRATH (hereinafter Bockrath) effective September 1, 1993.

WHEREAS, the University desires to hire Bockrath as Director of Intercollegiate Athletics and Bockrath desires to be so employed by University, and

WHEREAS, the University has as its primary goal education and is desirous of hiring Bockrath to enhance its educative purpose and to further academic excellence,

NOW, THEREFORE, for and in consideration of the mutual promises and consideration expressed herein Bockrath and University agree as follows:

I.  
TERM AND DUTIES

The parties agree that Bockrath shall be employed as the Director of Intercollegiate Athletics of the University for a period of five (5) years commencing September 1, 1993 and ending August 31, 1998, unless such employment contract is extended by written agreement, or terminated earlier as hereinafter provided.

II.  
PRIMARY DUTY ASSIGNMENT

Bockrath, shall during the period of his employment as Director of Intercollegiate Athletics, and any extensions thereof, devote his entire time, labor, best efforts, and attention in good faith to the conduct and performance of the duties assigned to him by the University. Bockrath shall not directly or indirectly render any service of a business or commercial nature to any other person, entity, or organization without the prior written consent of the University.

Bockrath, shall in the performance of his duties, be directly responsible to and under the supervision of the President of the University. Without limitation of the foregoing, Bockrath, in the performance of his duties, shall conduct himself at all times in a manner consistent with his position. The parties understand and specifically agree that although this employment contract is

sports-related, the primary purpose of the University is educating its students. Consequently the duties of Bockrath include giving priority to the educational goals of the University. Thus, the educative purpose of the University shall have priority in the various provisions of this contract. Bockrath shall follow all applicable University policies and procedures. Bockrath shall not, either directly or indirectly, breach or condone the breach by any player or coach subject to his control or supervision of any of the rules and standards of the Southwest Conference and the National Collegiate Athletic Association or any other athletic conference of which the University may become a member.

Bockrath shall continue as Director of Intercollegiate Athletics at the University during the period of this Agreement unless the University, in its sole discretion, shall determine that the best interest of the University will be served by a change in his duty assignment.

### III. COMPENSATION

Bockrath shall be remunerated for services rendered as Director of Intercollegiate Athletics as follows:

For the duty assignment as Director of Intercollegiate Athletics of the University, Bockrath shall be paid a beginning salary of \$125,000 per annum, subject to annual review by the University of his performance. In this regard annual salary increases, if any, shall be within the sole discretion of the University.

A major objective of our program of intercollegiate athletics is the academic success of our student athletes. Success in this endeavor will result in performance bonus for Bockrath. If at least 85% of the scholarship athletes earn grade point averages of 2.0 or better for the academic year (fall and spring semester) Bockrath shall receive a bonus of 4% of annual salary. If 95% or more of the scholarship athletes earn a grade point average of 2.0 or better for the academic year the bonus shall be 9% of annual salary.

Any extension of this Agreement shall not be effective unless such is evidenced in writing and signed by both parties hereto.

Should the University elect to change Bockrath's primary duty assignment to a staff position other than Director of Intercollegiate Athletics, during the term of this Agreement, then in such event Bockrath shall receive no decrease in salary from the reassignment, but shall be paid his current salary through the expiration date of this Agreement.

IV.  
BENEFITS

Bockrath shall be entitled to receive the same University and State benefits as all other similarly classified employees of the University.

V.  
TERMINATION

The University specifically reserves the right to terminate this contract of employment for cause at any time without further obligation of the University. Examples of for cause termination shall include but is not limited to the following:

Failure or refusal to perform assigned duties, actions detrimental to the University, violation(s) of the governing policies, rules, regulations, or procedures of the University, or any athletic conference of which the University is a member or NCAA rules or regulations.

VI.  
REPRESENTATION

It is understood and agreed that this contract contains all the terms and conditions to which the parties have agreed and that no other understanding or representations, either oral or written, unless contained in this instrument, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto and that any modification or amendment of this contract shall only be effective if evidenced by written instrument signed by each party hereto.

VII.  
INVALID PROVISIONS

Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this employment contract, the provision or provisions so affected shall be automatically conformed to the law and otherwise this employment contract shall continue in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in other circumstances.

VIII.  
GOVERNING LAW

This employment contract is made and entered into in the State of Texas, County of Lubbock and the laws of Texas shall govern its validity and interpretation and the performance by the parties of their respective duties and obligations under this employment contract. Venue of any controversy between the parties shall be and is hereby declared to be Lubbock County, Texas.

IN WITNESS WHEREOF, the parties hereto shall consider this employment contract to be effective on the 1st day of September, 1993.

Executed in duplicate originals.

TEXAS TECH UNIVERSITY:

BY: \_\_\_\_\_  
ROBERT W. LAWLESS, President  
Texas Tech University

ROBERT L. BOCKRATH

Accepted: \_\_\_\_\_  
ROBERT L. BOCKRATH

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<b><u>BOARD RATIFICATION:</u></b>					
	ES01433 Independent Study by Correspondence		240,000	240,000	Projected Increase in Revenue
	ES02552 Conversion Expense State Insurance Plan		107,000	192,000	\$107,000 from overrealized revenue & \$85,000 from the fund balance
	ES01727 University Press – Auxiliary		110,000	80,000	Projected Increase in Revenue
<b><u>Salary Increases of 10% or more</u></b>					
<b><u>Per Annum:</u></b>					
	NONE	CURRENT SALARY	NEW SALARY	% INCREASE	

**TEXAS TECH UNIVERSITY**

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# **CAMPUS MASTER PLAN**

**SECTION V — ACTION PLAN**

**MP 1-4 FORMS**

**SEPTEMBER 1993**

**Prepared by**

**Office of Facilities Planning and Construction  
and  
Physical Plant**

# FOREWORD

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**This document, in slightly modified format, was prepared to communicate the proposed Texas Tech University Fiscal Year 1994 Campus Master Plan, Section V Action Plan, to the University Board of Regents.**

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## FOREWORD

### **FORM**

#### **MP-1**

#### **New Construction and Major Repair and Rehabilitation**

Master Plan reporting form MP-1 lists in order of highest priority of need, new construction and additions in excess of \$300,000, repair and rehabilitation projects in excess of \$600,000 proposed for completion within the next five years. Included are E&G, auxiliary and joint-use projects for buildings and infrastructures.

**Note:** The present list reflects all projects meeting the criteria in a proposed priority order. However, the list needs to be limited to projects planned for funding and completing within the next five years.

#### **MP-2**

#### **Total Deferred Maintenance Program**

Master Plan reporting form MP-2 lists in order of highest priority all identified E&G and joint-use deferred maintenance projects costing more than \$10,000 for buildings and infrastructures. Projects are classified critical or noncritical based upon definitions provided by the Texas Higher Education Coordinating Board. Critical projects are those placing facilities, occupants, or mission at risk.

**Note:** Accumulated deferred maintenance is a continuous program of project identification through surveys, performance of facility audits, postponed renewal and replacement maintenance, unperformed unscheduled major repair and planned maintenance. It is an ongoing program where critical and non-critical requirements are completed and at the same time new projects added.

#### **MP-3**

#### **Five-Year Deferred Maintenance Program**

Master Plan reporting form MP-3 lists in order of highest priority the critical deferred maintenance projects the university plans to address during the next two years (FYs 1994 and 1995) and the noncritical projects in the remaining three years (FYs 1996, 1997 and 1998) for E&G and joint-use buildings and infrastructures.

**MP-4      Completed Deferred Maintenance Projects**

Master Plan reporting form MP-4 lists the deferred maintenance projects that were funded and actually completed during the previous fiscal year.

**MP-4A     Funded or In-Progress Deferred Maintenance Projects**

A supplementary report providing the status of deferred maintenance projects that were allocated funds in FY 1993, but the projects are in various stages of accomplishment.

**Comparison Report**

This is a special report to demonstrate the impact when buildings are selected for major renovation to perform facility adaption and correcting existing deferred maintenance projects. To perform a major renovation project requires rebuilding of the structural components, new mechanical/electrical systems, architectural exterior and interior treatments, safety features, and accessibility features to accommodate a new use or continued existing use in a contemporary environment. Based on the age and condition of the overall building, it may be more cost efficient to do a complete renovation instead of addressing individual projects to correct deferred maintenance, accessibility and mission requirements.

Listed in this section are seven selected buildings requiring major renovation to meet known deficiencies. Performing \$16.8 million in renovation would eliminate approximately \$4 million of identified deferred maintenance requirements.

**MP - 1**

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-1 PR	CUR PROJ COST
91013	0245	OPC	MUSEUM	INTERNATIONAL CULTURAL CENTER	001	3,831,400
91060	0000	VAA	SOUTHWEST COLLECTIONS	NEW BUILDING	001	8,847,075
91075	0335	AS	ART	RENOVATION	001	2,000,000
91395	0013	AS	JOURNALISM	RENOVATION	001	1,889,971
91068	0199	AS	ENGLISH & PHILOSOPHY	RENOVATION	002	5,823,649
91010	0245	VAA	MUSEUM	GALLERY ADDITION (DIA M)	003	1,100,000
93428	0000	OPC	NEW BUILDING	CONSTRUCT STUDENT SERVICE BLDG.	004	8,000,000
91005	0007	AG	AGRICULTURE SCIENCES	RENOVATION	005	3,197,297
91366	0367	PP	EAST RESEARCH CENTER	REPLACE ROOF	006	871,657
91067	0000	OPA	RECREATION/ATHLETICS	TENNIS CENTER FOR JOINT USE	007	1,110,381
91040	0043	EN	ENGINEERING RESEARCH	RENOVATION	008	1,021,550
91069	0012	AS	HOLDEN HALL	RENOVATION	008	2,283,784
91055	0000	HS	HUMAN SCIENCES	CONSTRUCT NEW RHIEM TEACHING LAB	009	7,380,402
91056	0031	HS	CHILD DEVEL. RSRCH. CNTR.	RENOVATION	010	605,000
91048	0210	EN	ENGINEERING & TECH LAB	RENOVATION	012	1,555,564
91396	1910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION PH. I, THOMPSON TO RESEARCH	013	2,438,672
91077	0006	AS	MATHEMATICAL SCIENCES	RENOVATION	014	2,732,547
93423	0081	AG	ANIMAL SCIENCE	RENOVATE INTERIOR AND EXTERIOR	015	900,000
91363	1955	PSG	CAMPUS	STREET REPAIRS, CAMPUSWIDE	016	666,450
93419	1957	PSL	CAMPUS-HSC	INSTALL STREET EXT.-7TH ST.BLVD., MEMPHIS TO PARKING AREAS	016	245,350
91047	0016	EN	PETROLEUM ENGINEERING	LIVERMORE AUD. RENOVATION	017	1,665,572
91061	0205	VAA	LIBRARY	5TH & 6TH STACKS COMPLETION	018	3,225,845
91401	1910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION PH. II, ADMIN TO RESEARCH	019	3,932,359
91074	0008	AS	SCIENCE	RENOVATION PH. III & IV	020	5,215,020
93424	0208	AS	WOMEN'S GYMNASIUM	RENOVATE INTERIOR AND EXTERIOR	021	1,500,000
93425	0002	PP	ADMINISTRATION	RENOVATE INTERIOR	022	4,200,000
91014	0245	VAA	MUSEUM	DEVITT WING RENOVATION	023	1,014,000
91089	0011	AS	MUSIC	RENOVATION	024	2,226,689
91002	0133	AG	AG ED & COMM	BUILDING RENOVATION	025	3,048,851
93096	0212	PP	PHYSICAL PLANT	CONSTRUCT 2ND FLOOR LEVEL	026	500,000
91041	0207	EN	CHEMICAL ENGINEERING	RENOVATION	027	2,553,876
					TOTAL	85,582,962

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-1 PR	CUR PROJ COST
93426	0209	AG	AGR. PLANT SCIENCES	RENOVATE INTERIOR	028	2,700,000
93141	9999	AG	AG & NATURAL RESOURCES	CONSTRUCT NEW FACILITY, REPLACE EXISTING ANIMAL SCIENCE	029	9,500,000
91087	0190	AS	MEN'S GYM & NATATORIUM	RENOVATION INTERIOR/EXTERIOR	030	1,768,791
91329	0028	PP	DRANE HALL	REPLACE HVAC AND ELECTRICAL SYSTEMS	031	1,054,862
91082	0231	AS	THEATRE & SPEECH CLINIC	RENOVATION	032	808,459
91076	0242	AS	FOREIGN LANGUAGE	RENOVATION	033	1,141,892
93077	1910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 4, CHACP 1 TO HOLDEN	034	725,000
91341	0008	PP	SCIENCE	REPLACE AIR HANDLERS	035	832,786
91073	0271	AS	BIOLOGY	HEALTH & SAFETY RENOV	036	628,041
91044	0206	EN	ENGINEERING CENTER	2ND & 3RD FLOOR RENOVATION	037	600,000
91072	0230	AS	PSYCHOLOGY	RENOVATION	038	2,911,139
93427	0206	EN	ENGINEERING CENTER	RENOVATE INTERIOR	039	3,500,000
91054	0272	AR	ARCHITECTURE	RENOVATION	040	1,900,972
91057	0025	VAA	MCCLELLAN MEMORIAL	RENOVATION	041	1,454,599
91319	0048	VOP	UNIVERSITY POLICE	RENOVATE FACILITY	042	749,507
91330	0001	HS	HUMAN SCIENCES	INTERIOR RENOVATION OLD PORTION OF BLDG.	043	943,824
91051	0272	AR	ARCHITECTURE	LECTURE HALL ADDITION	044	3,500,000
91355	0033	PP	WEST HALL	REPLACE WINDOWS	044	1,054,862
91400	0205	PP	LIBRARY	REPLACE HVAC SYSTEM	045	1,554,897
91403	0271	AS	BIOLOGY	RENOVATION	046	9,510,823
91409	0002	VOP	ADMINISTRATION	ASBESTOS ABATEMENT, REPL CEILINGS & LIGHTS 3RD FLOOR AREAS	047	910,000
91356	0199	PP	ENGLISH & PHILOSOPHY	RPR/REPLAC PIPING HEAT/CHILL WATER	048	832,786
91026	0194	VSA	WELLS HALL	RENOVATION	049	6,107,096
91091	0230	AS	PSYCHOLOGY	ADDITION	050	526,412
92178	0040	OPA	JONES STADIUM	STADIUM CONCRETE RESTORATION/PRESS BOX RENOVATION	051	766,903
92047	9999	VOP	CAMPUS	REGULATED MATERIALS MGMT CENTER	052	750,000
91027	0195	VSA	CARPENTER HALL	RENOVATION	053	6,107,096
92193	0040	OPA	JONES STADIUM	ASTROTURF REPLACEMENT	054	1,015,625
91031	0035	VSA	BLEDSE HALL	RENOVATION	055	6,662,286
91006	0319	AG	UNIVERSITY GREENHOUSE	ADDITION	056	1,107,635
91022	0029	VSA	HORN HALL	AIR CONDITIONING	056	1,110,381
91332	0209	PP	AG PLANT SCIENCES	REPLACE HVAC SYSTEM	058	832,786
					TOTAL	159,152,422

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-1 PR	CUR PROJ COST
93153	0205	VAA	LIBRARY	INSTALL AN ADDITION TO THE LIBRARY	059	1,024,000
91350	I943	PSG	CAMPUS	RENOVATE CAMPUS SPRINKLER SYSTEM	060	1,149,578
91023	0030	VSA	KNAPP HALL	AIR CONDITIONING	061	1,110,381
91012	0245	VAA	MUSEUM	AUDITORIUM ADDITION	062	1,827,027
91024	0027	VSA	DOAK HALL	AIR CONDITIONING	063	832,786
93081	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 2 THOM TO STANGEL/MUR	064	556,100
91011	0378	VAA	LUBBOCK LAKE LANDMARK	NEW FIELD DORM & DINING RM	065	1,110,381
92076	0237	VSA	CENTRAL FOODS FACILITY	CONSTRUCT LARGE FREEZER	066	1,337,731
91088	0190	AS	MEN'S GYM & NATATORIUM	ADDITION	067	4,573,277
93054	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION , AREA 10 HS TO DRANE	068	1,750,000
91015	0245	VAA	MUSEUM	NATURAL SCIENCE LAB EXPANSION	069	1,712,838
93056	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION, AREA 9 FL TO MUSIC	070	841,000
91367	0274	PP	LAW	REPLACE HVAC SYSTEM	071	1,104,829
93068	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 7 CHACP 1 TO LAW	072	639,500
91094	9999	AS	ROTC	BUILDING	073	4,853,041
93071	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 5, ADMIN TO SCIENCE	074	630,000
93073	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 5 ENGLISH TO AGRICULTURE	075	1,540,000
93415	I957	PSL	CAMPUS-HSC	INSTALL STREET EXTENSION-MEMPHIS AVE.BLVD.& 9TH ST.	076	513,250
91083	0231	AS	THEATER & SPEECH CLINIC	SECOND FLOOR CLINIC	077	665,723
93095	0212	PP	PHYSICAL PLANT	CONSTRUCTION CNG FILL STATION	078	300,000
91079	0008	AS	SCIENCE	ADDITION	079	14,159,459
91321	0212	PP	PHYSICAL PLANT	NEW ENVIRONMENTAL SYSTEM SHOP	080	384,091
91078	0335	AS	ART	GALLERY & STUDIO ADDITION	081	1,301,757
91393	0212	PP	PHYSICAL PLANT	GARAGE & RENT VEHICLE FACILITY	082	2,377,706
91093	9999	AS	ROTC	INDCOR RIFLE RANGE	083	731,953
91394	0212	PP	PHYSICAL PLANT	NEW WAREHOUSE	084	1,943,167
91402	9999	AS	CAMPUS-NEW BLDG.	CONSTRUCT A NEW PHYSICS BLDG.	085	1,950,938
91052	0272	AR	ARCHITECTURE	AV SUPPORT FACILITIES	086	1,570,000
93416	I957	PSL	CAMPUS-HSC	INSTALL STREET EXTENSION-MEMPHIS, 13TH & JOLIET BLVD.	087	827,000
93417	I957	PSL	CAMPUS-HSC	INSTALL STREET EXT.-MEMPHIS AVE.BL.VD., 13TH ST.-BROWNFIELD	089	386,500
91314	I955	PSL	CAMPUS	EXTEND JOLIET/13TH STREET	090	513,851
TOTAL						213,370,285

**MP - 2**

MP-2 DEFERRED MAINT. REPORT  
(PRIORITY ORDER)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-2 PR	DFM CLASS	DFM TOTAL COST
91547	0319	PP	UNIVERSITY GREENHOUSE	REPLACE STEAM & CONDENSATE LINES	024	C	88,500
91296	0245	PP	MUSEUM	REPLACE STEAM AND CONDENSATE LINES	025	C	126,260
92147	I931	PP	TUNNEL	REPAIR STEAM SYSTEM, SCIENCE TUNNEL	026	C	406,000
92148	I931	PP	CAMPUS	REPLACE UTILITY SERVICES, UNIV POLICE BLDG	027	C	420,000
92150	0246	PP	BUSINESS ADMINISTRATION	REPLACE ROOFS THIRD STORY LEVEL	028	C	323,400
92344	I910	PP	CAMPUS - TUNNELS	ASBESTOS ABATEMENT CLEAN-UP, ADMIN TO RESEARCH	029	C	250,000
91318	0271	PP	BIOLOGY	REPLACE ENVIRONMENTAL CHAMBERS 1-4	030	C	187,250
92291	0212	PP	PHYSICAL PLANT	REPAIR SHOP'S INTERIOR WALLS AND PARTITIONS	031	C	35,000
92292	0212	PP	PHYSICAL PLANT	REPLACE SHOPS INT. ELECTRIC SERVICE	032	C	32,000
92293	0212	PP	PHYSICAL PLANT	REPLACE PLUMB. LINES AND FIXTURES	033	C	15,500
91327	0190	PP	MEN'S GYM & NATATORIUM	REPLACE ROOF	034	C	298,536
91351	0322	PP	MASS COMMUNICATIONS	REPLACE ROOF	035	C	253,365
92301	0245	PP	MUSEUM	REPLACE NORTH ENTRANCE DOOR SYSTEM	036	C	30,000
92230	0013	PP	JOURNALISM	REPAIR PHOTO LAB AREA	037	C	16,500
91192	0012	PP	HOLDEN HALL	REPLACE AIR HANDLERS RMS. 104, 150	038	C	165,000
92155	0007	PP	AGRICULTURE SCIENCES	REPLACE DOMESTIC WATER SYSTEM	039	C	15,000
91550	0271	PP	BIOLOGY	REPLACE ENERGY MGMT SYSTEM	040	C	87,419
92154	0007	PP	AGRICULTURE SCIENCES	REPLACE SANITARY SEWER SYSTEM	041	C	12,000
91554	0002	PP	ADMINISTRATION	REPAIR AHU NO. 5 HVAC SYSTEM	042	C	40,000
92164	0242	PP	FOREIGN LANGUAGE	REPAIR AIR DISTRIBUTION (HVAC)	043	C	65,000
91193	0005	PP	CHEMISTRY	MAKE-UP AIR UNITS NOISE ABATE.	044	C	106,893
91566	0223	PP	PRINTECH	REPAIR HVAC SYSTEM	045	C	231,120
91362	0012	PP	HOLDEN HALL (OLD)	REPAIR AIR HANDLER/AIR DISTRIBUTION	046	C	535,000
91560	0011	VOP	MUSIC	REPLACE GAMEWELL FIRE ALARM SYSTEM	047	C	32,100
91538	0246	PP	BUSINESS ADMINISTRATION	REPLACE ENERGY MGMT SYSTEM	048	C	90,950
91520	I942	PP	CAMPUS - TUNNEL	REPAIR PIPING SUPPORTS	049	N	55,426
91421	0043	VOP	ENGINEERING RESEARCH	ASBESTOS ABATEMENT PHASE I	050	N	26,429
91053	0272	PP	ARCHITECTURE	ELEVATOR CONTROL SYSTEM RENOVATION	051	N	297,674
91415	0271	EH	BIOLOGY	AUDITORIUM ASBESTOS ABATEMENT	052	N	123,050
91408	0245	VOP	MUSEUM	PLANETARIUM ASBESTOS ABATEMENT	053	N	142,310
91517	I950	PP	CAMPUS	REPAIR SOUTH SEWER LIFT STATION	054	N	42,800

TOTAL

4,550,482

MP-2 DEFERRED MAINT. REPORT  
(PRIORITY ORDER)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
92134	0374	PP	MECHANICAL ENGINEERING	REPAIR HVAC	055	N	101,500
92162	0212	PP	PHYSICAL PLANT	REPLACE EMERGENCY GENERATOR	056	N	41,500
92170	1932	PP	CAMPUS	REPLACE DSC8500 EMS TO METASYS	057	N	70,000
93410	1952	PP	CAMPUS-MASS COMM	REPLACE WATER LINE TO MASS COMM & JOURNALISM*	059	N	40,500
92110	0033	PSL	WEST HALL	HANDICAP RAMP & WALK REPAIR	060	N	20,762
92169	0013	PP	JOURNALISM	REPLACE BASEMENT HVAC SYSTEM	061	N	80,190
93422	0809	PP	NEW DEAL FARM	REPLACE CEILING IN PIG BARN 809&810	062	N	50,000
92018	0984	VAA	JUNCTION	REPLACE ROOFS	063	N	20,740
91499	0246	PP	BUSINESS ADMINISTRATION	REPLACE FIRE PROTECTION SYSTEM	064	N	250,000
92103	1955	PSG	CAMPUS	REPAIR PLANTER BENCHES ADJ. UNIVERSITY CENTER	065	N	15,571
93088	0274	PP	LAW	REPLACE PREHEAT COILS FOR AHU 1-4	066	N	30,000
91500	0005	PP	CHEMISTRY	REPLACE FIRE PROTECTION SYSTEM	067	N	250,000
91366	0367	PP	EAST RESEARCH CENTER	REPLACE ROOF	068	N	871,657
93017	0005	PP	CHEMISTRY	REPLACE SF1 CHILLWATER COILS	069	N	35,000
93215	0212	PP	PHYSICAL PLANT	REPLACE ROOF OF COVERED WALK WAY & PAINT COMPOUND BLDGS.	070	N	45,000
91326	0271	PP	BIOLOGY	REPLACE ELEVATOR CONTROLS	071	N	222,076
91357	0210	PP	ENGINEERING & TECH LAB	REPLACE AIR WASH SYSTEM	072	N	201,090
91531	1952	PP	CAMPUS	REPLACE WATER LINES-DOAK HALL	073	N	25,000
92138	0016	PP	PETROLEUM ENGINEERING	REPAIR HVAC AIR DISTRIBUTION PROBLEM	074	N	65,154
91541	0006	PP	MATHEMATICAL SCIENCES	REPLACE AHU #4 AND DUCT	075	N	158,514
93016	0271	PP	BIOLOGY	REPLACE EMERGENCY GENERATOR	076	N	30,000
93083	1910	PP	CAMPUS - TUNNELS	ASBESTOS ABATEMENT/CLEANUP, AREA 1 THOM TO ENG. RESEARCH	077	N	111,600
92113	1955	PSG	CAMPUS	REPAIR SOUTHWEST ENTRANCE WALKS AT ARCHITECTURE	078	N	18,868
91409	0002	VOP	ADMINISTRATION	ASBESTOS ABATEMENT, REPL CEILING & LIGHTS 3RD FLOOR AREAS	079	N	910,000
92160	1946	PP	CAMPUS	REPL. GAS LINE SVC TO TRAFFIC&PARK	080	N	10,625
91371	0205	PP	LIBRARY	ABATEMENT 4TH FLR AIR HANDLERS	081	N	555,191
91233	0246	PSG	BUSINESS ADMINISTRATION	REPLACE BRICK WORK PH. II	082	N	55,548
92312	1955	PSG	CAMPUS	REPAIR NORTHEAST ENTRANCE AT ART BLDG	083	N	67,372
92109	1955	PSG	CAMPUS	REPAIR SERVICE RAMP AT THE WIGGINS COMPLEX DINING	084	N	41,523
91464	0018	PP	DEVELOPMENT OFFICE	REPLACE ROOF	085	N	35,532
92159	1946	PP	CAMPUS	REPL. GAS LINE SVC. TO PHYS. PLANT	086	N	22,954
92227	0274	LW	LAW	REPAIR CLASSROOM CHAIRS	087	N	19,297
						TOTAL	9,023,246

MP-2 DEFERRED MAINT. REPORT  
(PRIORITY ORDER)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-2 PR	DFM CLASS	DFM TOTAL COST
91396	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION PH. I, THOMPSON TO RESEARCH	088	N	1,652,000
93214	0212	PP	PHYSICAL PLANT	RENOVATE NORTH COMPOUND RESTROOM	089	N	12,000
91341	0008	PP	SCIENCE	REPLACE AIR HANDLERS	090	N	802,500
91375	0319	AG	UNIVERSITY GREENHOUSE	AHE-REPLACE GREENHOUSE HEATERS	091	N	44,415
91332	0209	PP	AG PLANT SCIENCES	REPLACE HVAC SYSTEM	092	N	802,500
91349	I955	PSG	ENGLISH & PHILOSOPHY	REPLACE FRONT ENTRANCE STEPS AND LANDINGS	093	N	255,388
91355	0033	PP	WEST HALL	REPLACE WINDOWS	094	N	1,016,500
92045	0025	VOP	MCCLELLAN HALL	ASBESTOS REMOVAL	095	N	79,851
91363	I955	PSG	CAMPUS	STREET REPAIRS, CAMPUSWIDE	096	N	642,000
91400	0205	PP	LIBRARY	REPLACE HVAC SYSTEM	097	N	1,500,000
91237	0983	VAA	JUNCTION	REPLACE AIR COND. PH. II	098	N	99,934
91401	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION PH. II, ADMIN TO RESEARCH	099	N	3,932,359
92101	I914	PSG	CAMPUS	TRAFFIC SIGNAL CONTROLLER REPLACEMENT 15TH & FLINT	100	N	10,381
93150	0002	ED	ADMINISTRATION	REPLACE CARPET, EDUC DEPT. ROOMS 341 & 339	101	N	10,500
91244	0245	VAA	MUSEUM	REPLACE CARPETING	102	N	17,623
91356	0199	PP	ENGLISH & PHILOSOPHY	RPR/REPLAC PIPING HEAT/CHILL WATER	103	N	802,500
91367	0274	PP	LAW	REPLACE HVAC SYSTEM	104	N	1,064,650
91329	0028	PP	DRANE HALL	REPLACE HVAC AND ELECTRICAL SYSTEMS	105	N	1,016,500
92309	0002	PSG	ADMINISTRATION	REPAIR BREEZEWAY WALK AREA	106	N	19,608
93077	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 4, CHACP 1 TO HOLDEN	107	N	725,000
91247	0004	EN	ELECTRICAL ENGINEERING	REPLACE ANNEX CAPACITORS	108	N	33,311
91626	I955	PSG	CAMPUS	REPAIR EXTERIOR SIDEWALK DAMAGE	109	N	10,985
93081	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 2 THOM TO STANGEL/MUR	110	N	556,100
92106	I906	PSG	CAMPUS	REPAIR COURTYARD LANDSCAPE AREA AT HOLDEN HALL	111	N	95,296
92107	I906	PSG	CAMPUS	WATERPROOF PLANTERS AT WOMENS GYM	112	N	26,471
92137	0323	PP	REC. AQUATIC CENTER	REPLACE CONDENSATE PUMP	113	N	18,744
92112	I906	PSG	CAMPUS	REPAIR ARCH COURTYARD WALLS AND SOIL ERROSION	114	N	35,087
91390	0007	PP	AGRICULTURE SCIENCES	REPLACE WINDOWS	115	N	100,800
92226	0016	PP	PETROLEUM ENGINEERING	REPAIR ELECTRICAL DISTRIBUTION PROBLEMS	116	N	66,016
92305	I914	PSG	CAMPUS	REPAIR TRAFFIC CONTROLLER 18TH & INDIANA	117	N	15,083
91504	I943	PSG	CAMPUS	REPLACE IRRIGATION CONTROL PANELS	118	N	66,623
93054	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION , AREA 10 HS TO DRANE	119	N	1,750,000

TOTAL 26,303,972

Board Minutes  
October 1, 1993  
Attachment M6, pg. 12  
Item M18

MP-2 DEFERRED MAINT. REPORT  
(PRIORITY ORDER)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-2 PR	DFM CLASS	DFM TOTAL COST
92102	I952	PSG	CAMPUS	REPAIR PUMPING SYSTEM, AMON CARTER FOUNTAIN	120	N	26,575
93056	I910	PP	CAMPUS - TUNNELS	UTILITY TUNNEL RENOVATION, AREA 9 FL TO MUSIC	121	N	841,000
93167	0199	VOP	ENGLISH & PHILOSOPHY	ASBESTOS ABATEMENT	122	N	197,300
91450	I955	PSG	CAMPUS	REPAIR STREETS AT THE MUSEUM	123	N	109,928
91465	0009	PP	CIVIL ENGINEERING	REPLACE ROOF	124	N	62,403
93068	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 7 CHACP 1 TO LAW	125	N	639,500
91474	0335	PP	ART	REPLACE ROOF	126	N	94,382
93071	I910	PP	CAMPUS - TUNNELS	RENOVATE UTILITY TUNNEL, AREA 5, ADMIN TO SCIENCE	127	N	630,000

TOTAL 28,905,061

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**MP - 3**

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
91547	0319	PP	UNIVERSITY GREENHOUSE	REPLACE STEAM & CONDENSATE LINES	024	C	88,500
91296	0245	PP	MUSEUM	REPLACE STEAM AND CONDENSATE LINES	025	C	126,260
92147	I931	PP	TUNNEL	REPAIR STEAM SYSTEM, SCIENCE TUNNEL	026	C	406,000
92148	I931	PP	CAMPUS	REPLACE UTILITY SERVICES, UNIV POLICE BLDG	027	C	420,000
92150	0246	PP	BUSINESS ADMINISTRATION	REPLACE ROOFS THIRD STORY LEVEL	028	C	323,400
92344	I910	PP	CAMPUS - TUNNELS	ASBESTOS ABATEMENT CLEAN-UP, ADMIN TO RESEARCH	029	C	250,000
91318	0271	PP	BIOLOGY	REPLACE ENVIRONMENTAL CHAMBERS 1-4	030	C	187,250
92291	0212	PP	PHYSICAL PLANT	REPAIR SHOP'S INTERIOR WALLS AND PARTITIONS	031	C	35,000
92292	0212	PP	PHYSICAL PLANT	REPLACE SHOPS INT. ELECTRIC SERVICE	032	C	32,000
92293	0212	PP	PHYSICAL PLANT	REPLACE PLUMB. LINES AND FIXTURES	033	C	15,500

TOTAL 1,883,910

CIP #	BLDG #/WC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
91327	0190	PP	MEN'S GYM & NATATORIUM	REPLACE ROOF	034	C	298,536
91351	0322	PP	MASS COMMUNICATIONS	REPLACE ROOF	035	C	253,365
92301	0245	PP	MUSEUM	REPLACE NORTH ENTRANCE DOOR SYSTEM	036	C	30,000
92230	0013	PP	JOURNALISM	REPAIR PHOTO LAB AREA	037	C	16,500
91192	0012	PP	HOLDEN HALL	REPLACE AIR HANDLERS RMS. 104, 150	038	C	165,000
92155	0007	PP	AGRICULTURE SCIENCES	REPLACE DOMESTIC WATER SYSTEM	039	C	15,000
91550	0271	PP	BIOLOGY	REPLACE ENERGY MGMT SYSTEM	040	C	87,419
92154	0007	PP	AGRICULTURE SCIENCES	REPLACE SANITARY SEWER SYSTEM	041	C	12,000
91554	0002	PP	ADMINISTRATION	REPAIR AHU NO. 5 HVAC SYSTEM	042	C	40,000
92164	0242	PP	FOREIGN LANGUAGE	REPAIR AIR DISTRIBUTION (HVAC)	043	C	65,000
91193	0005	PP	CHEMISTRY	MAKE-UP AIR UNITS NOISE ABATE.	044	C	106,893
91566	0223	PP	PRINTECH	REPAIR HVAC SYSTEM	045	C	231,120
91362	0012	PP	HOLDEN HALL (OLD)	REPAIR AIR HANDLER/AIR DISTRIBUTION	046	C	535,000
91560	0011	VOP	MUSIC	REPLACE GAMEWELL FIRE ALARM SYSTEM	047	C	32,100
91538	0246	PP	BUSINESS ADMINISTRATION	REPLACE ENERGY MGMT SYSTEM	048	C	90,950

TOTAL 1,978,883

FY 96 DEFERRED MAINT. PROGRAM  
(NON-CRITICAL)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
91520	I942	PP	CAMPUS - TUNNEL	REPAIR PIPING SUPPORTS	049	N	55,426
91421	0043	VOP	ENGINEERING RESEARCH	ASBESTOS ABATEMENT PHASE I	050	N	26,429
91053	0272	PP	ARCHITECTURE	ELEVATOR CONTROL SYSTEM RENOVATION	051	N	297,674
91415	0271	EH	BIOLOGY	AUDITORIUM ASBESTOS ABATEMENT	052	N	123,050
91408	0245	VOP	MUSEUM	PLANETARIUM ASBESTOS ABATEMENT	053	N	142,310
91517	I950	PP	CAMPUS	REPAIR SOUTH SEWER LIFT STATION	054	N	42,800
92134	0374	PP	MECHANICAL ENGINEERING	REPAIR HVAC	055	N	101,500
92162	0212	PP	PHYSICAL PLANT	REPLACE EMERGENCY GENERATOR	056	N	41,500
92170	I932	PP	CAMPUS	REPLACE DSC8500 EMS TO METASYS	057	N	70,000
93410	I952	PP	CAMPUS-MASS COMM	REPLACE WATER LINE TO MASS COMM & JOURNALISM	059	N	40,500
92110	0033	PSL	WEST HALL	HANDICAP RAMP & WALK REPAIR	060	N	20,762
92169	0013	PP	JOURNALISM	REPLACE BASEMENT HVAC SYSTEM	061	N	80,190
93422	0809	PP	NEW DEAL FARM	REPLACE CEILINGS IN PIG BARNS 809&810	062	N	50,000
92018	0984	VAA	JUNCTION	REPLACE ROOFS	063	N	20,740
91499	0246	PP	BUSINESS ADMINISTRATION	REPLACE FIRE PROTECTION SYSTEM	064	N	250,000
92103	I955	PSG	CAMPUS	REPAIR PLANTER BENCHES ADJ. UNIVERSITY CENTER	065	N	15,571
93088	0274	PP	LAW	REPLACE PREHEAT COILS FOR AHU 1-4	066	N	30,000
91500	0005	PP	CHEMISTRY	REPLACE FIRE PROTECTION SYSTEM	067	N	250,000

TOTAL

1,658,452

FY 97 DEFERRED MAINT. PROGRAM  
(NON-CRITICAL)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
91366	0367	PP	EAST RESEARCH CENTER	REPLACE ROOF	068	N	871,657
93017	0005	PP	CHEMISTRY	REPLACE SF1 CHILLWATER COILS	069	N	35,000
93215	0212	PP	PHYSICAL PLANT	REPLACE ROOF OF COVERED WALK WAY & PAINT COMPOUND BLDGS.	070	N	45,000
91326	0271	PP	BIOLOGY	REPLACE ELEVATOR CONTROLS	071	N	222,076
91357	0210	PP	ENGINEERING & TECH LAB	REPLACE AIR WASH SYSTEM	072	N	201,090
91531	1952	PP	CAMPUS	REPLACE WATER LINES-DOAK HALL	073	N	25,000
92138	0016	PP	PETROLEUM ENGINEERING	REPAIR HVAC AIR DISTRIBUTION PROBLEM	074	N	65,154
91541	0006	PP	MATHEMATICAL SCIENCES	REPLACE AHU #4 AND DUCT	075	N	158,514
93016	0271	PP	BIOLOGY	REPLACE EMERGENCY GENERATOR	076	N	30,000
93083	1910	PP	CAMPUS - TUNNELS	ASBESTOS ABATEMENT/CLEANUP, AREA 1 THOM TO ENG. RESEARCH	077	N	111,600
92113	1955	PSG	CAMPUS	REPAIR SOUTHWEST ENTRANCE WALKS AT ARCHITECTURE	078	N	18,868

TOTAL 1,783,959

FY 98 DEFERRED MAINT. PROGRAM  
(NON-CRITICAL)

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TOTAL COST
91409	0002	VOP	ADMINISTRATION	ASBESTOS ABATEMENT, REPL CEILINGS & LIGHTS 3RD FLOOR AREAS	079	N	910,000
92160	I946	PP	CAMPUS	REPL. GAS LINE SVC TO TRAFFIC&PARK	080	N	10,625
91371	0205	PP	LIBRARY	ABATEMENT 4TH FLR AIR HANDLERS	081	N	555,191
91233	0246	PSG	BUSINESS ADMINISTRATION	REPLACE BRICK WORK PH. II	082	N	55,548
92312	I955	PSG	CAMPUS	REPAIR NORTHEAST ENTRANCE AT ART BLDG	083	N	67,372
92109	I955	PSG	CAMPUS	REPAIR SERVICE RAMP AT THE WIGGINS COMPLEX DINING	084	N	41,523
91464	0018	PP	DEVELOPMENT OFFICE	REPLACE ROOF	085	N	35,532
92159	I946	PP	CAMPUS	REPL. GAS LINE SVC. TO PHYS. PLANT	086	N	22,954

TOTAL 1,698,745

**MP - 4**

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	DFM CLASS	DFM TYPE	DFM TOTAL COST
91458	0271	PP	BIOLOGY	SEAL AROUND LAB TABLES	C	1	3,611
91491	0323	PP	REC AQUATIC FACILITY	REPLACE ROOF	C	1	20,100
92234	0343	PP	STUDENT REC CENTER	REPLACE NORTH HOT WATER HEATER	C	1	8,321
92235	0343	PP	STUDENT REC CENTER	REPLACE SOUTH HOT WATER HEATER	C	1	8,921
91238	0984	VAA	JUNCTION	REPLACE AIR COND. PH. I	C	1	10,689
92105	1955	PSG	CAMPUS	REPAIR SOUTHEAST ENTRANCE WALKS AT MUSIC	C	1	13,350

TOTAL

64,992

**MP - 4A**

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	Mp-2 PR	DFM CLASS	DFM TYPE	DFM TOTAL COST
93217	0206	PP	ENGINEERING/COMPUTER CEN.	REPLACE ROOF	001	C	1	165,000
92135	0025	PP	MCCLELLAN MEMORIAL	REPAIR MOISTURE PROBLEM	002	C	1	45,000
92290	0212	PP	PHYSICAL PLANT	REPLACE ADMIN AREA HVAC SYSTEM	003	C	1	165,000
92294	0212	PP	PHYSICAL PLANT	REPLACE ADMIN ELECTRICAL SYSTEM	004	C	1	115,000
91425	0048	PP	UNIVERSITY POLICE	REPLACE GENERATOR	007	C	1	32,100
91325	0212	PP	PHYSICAL PLANT	REPLACE ROOF ON ADMIN & SHOP AREAS	008	C	1	180,000
92298	0008	PP	SCIENCE	REPLACE THREE UPPER FLAT ROOFS	009	C	1	67,000
92299	0001	PP	HUMAN SCIENCES	REPLACE 2 FLAT ROOFS	010	C	1	162,000
92151	0006	PP	MATHEMATICAL SCIENCES	REPLACE ROOFS & GUTTERS	011	C	1	174,000
92300	0210	PP	ENGINEERING TECH. LABS	REPLACE ROOF	012	C	1	225,000
91490	0210	VOP	ENGINEERING & TECH LAB	ASBESTOS ABATEMENT	013	C	1	42,800
91230	0246	PSG	BUSINESS ADMINISTRATION	REPLACE BRICK WORK PH. I	014	C	1	46,450
92231	0271	PP	BIOLOGY	REPLACE DOMESTIC WATER HOUSE PUMPS	017	C	1	31,000
91521	0001	PP	FOOD SCIENCE	REPLACE HOUSE PUMPS	018	C	1	58,850
91389	1966	VPS	NEW DEAL	REPAIR SANITARY SEWER BACKFILL	019	C	1	53,500
91328	1962	PP	NEW DEAL	REPLACE GAS LINES	020	C	1	26,900
92168	0133	PP	AG ED & COMM	REPLACE HVAC FOR AUDITORIUM	021	C	1	150,000
92003	0319	PSG	UNIVERSITY GREENHOUSE	REPAIR INTERIOR - HOUSE 4	022	C	1	16,500
92216	0125	PP	EDUCATIONAL TV STATION	SECOND FLOOR HVAC	023	C	1	15,000

TOTAL 1,771,100

# COMPARISON REPORT

9/07/93

SELECTED BUILDING RENOVATIONS  
COMPARISON REPORT

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	MP-1 PR	CUR PROJ COST
91075	0335	AS	ART	RENOVATION	001	2,000,000
91395	0013	AS	JOURNALISM	RENOVATION	001	1,889,971
91068	0199	AS	ENGLISH & PHILOSOPHY	RENOVATION	002	5,823,649
91005	0007	AG	AGRICULTURE SCIENCES	RENOVATION	004	3,197,297
91040	0043	EN	ENGINEERING RESEARCH	RENOVATION	008	1,021,550
91069	0012	AS	HOLDEN HALL	RENOVATION	008	2,283,784
91056	0031	HS	CHILD DEVEL. RSRCH. CNTR.	RENOVATION	010	605,000

TOTAL 16,821,251

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DEFERRED MAINT FOR SELECTED BLDGS  
COMPARISON REPORT

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	CUR PROJ COST	DFM CLASS
91309	0007	PP	AGRICULTURE SCIENCES	REPLACE HVAC SYSTEMS	283,147	N
91390	0007	PP	AGRICULTURE SCIENCES	REPLACE WINDOWS	100,800	N
92146	0007	PP	AGRICULTURE SCIENCES	REPLACE DOORS & LOCKS	95,225	N
92154	0007	PP	AGRICULTURE SCIENCES	REPLACE SANITARY SEWER SYSTEM	12,028	C
92155	0007	PP	AGRICULTURE SCIENCES	REPLACE DOMESTIC WATER SYSTEM	15,036	C
93128	0007	PP	AGRICULTURE SCIENCES	CONDUCT FACILITY ASBESTOS SURVEY	10,975	N
93129	0007	PP	AGRICULTURE SCIENCES	REPLACE AHU 7 FOR RM 110	31,000	N
93130	0007	PP	AGRICULTURE SCIENCES	REPLACE EMS WITH JC85/40	35,000	N
91192	0012	PP	HOLDEN HALL	REPLACE AIR HANDLERS RMS. 104, 150	165,000	C
91362	0012	PP	HOLDEN HALL (OLD)	REPAIR AIR HANDLER/AIR DISTRIBUTION	555,191	C
91494	0012	PP	HOLDEN HALL (NEW)	REPLACE CLASSROOM SEATING	24,428	N
91592	0012	PP	HOLDEN HALL	REPLACE FLOOR TILE & INSTALL NOSING	4,997	N
92139	0012	PP	HOLDEN HALL	REPLACE SEWER/VENT LINES	5,100	N
92261	0012	PP	HOLDEN HALL	REPLACE SEATING RM. 75 & 76	25,560	N
92283	0012	PP	HOLDEN HALL	REPLACE HVAC OUTSIDE AIR CONTROLS	10,024	N
93093	0012	PP	HOLDEN HALL	REPLACE EMS TO METASAY	65,000	N
93098	0012	PP	HOLDAN HALL	REKEY INTERIOR DOORS IN SSA	27,000	N
91365	0013	PP	JOURNALISM	REPAIR AIR HANDLER, PIPING, AIR DISTRIBUTION	305,355	N
91477	0013	PP	JOURNALISM	REPLACE WINDOWS	88,830	N
91638	0013	PP	JOURNALISM	REKEY INTERIOR DOORS	6,329	N
92133	0013	PP	JOURNALISM	RESTROOM EXHAUST SYSTEM REPAIRS	1,804	N
92169	0013	PP	JOURNALISM	REPLACE BASEMENT HVAC SYSTEM	80,190	N
92230	0013	PP	JOURNALISM	REPAIR PHOTO LAB AREA	16,539	C
93047	0013	PP	JOURNALISM	ASBESTOS SURVEY	6,800	N
91485	0031	PP	CHILD DEVEL. RSRCH. CNTR.	REPLACE WINDOWS	44,415	N
92214	0031	HS	CHILD DEVEL. RSRCH CNTR	REPLACE CARPET	700	N
93020	0031	PP	CHILD DEVEL RSRCH CNTR	REPLACE STEAM RADIATOR CONTROL VALVES	5,000	C
93021	0031	PP	CHILD DEVEL RSRCH CNTR	CONDUCT HVAC ENGINEERING STUDY	5,000	N
91421	0043	VOP	ENGINEERING RESEARCH	ASBESTOS ABATEMENT PHASE I	27,426	N
93168	0043	VOP	ENGINEERING RESEARCH	ASBESTOS ABATEMENT OLD POWER PLANT (PHASE II)	52,830	N
91356	0199	PP	ENGLISH & PHILOSOPHY	RPR/REPLAC PIPING HEAT/CHILL WATER	832,786	N

TOTAL

2,939,517

9/07/93

DEFERRED MAINT FOR SELECTED BLDGS  
COMPARISON REPORT

CIP #	BLDG #/MC #	COL/AREA	LOCATION	PROJ. NAME	CUR PROJ COST	DFM CLASS
91454	0199	PP	ENGLISH & PHILOSOPHY	REPAIR ELEVATOR	55,519	N
91470	0199	PP	ENGLISH & PHILOSOPHY	REPLACE ROOF	106,375	N
91624	0199	PP	ENGLISH & PHILOSOPHY	REPLACE WATER HEADER & VALVES	3,331	N
91629	0199	PP	ENGLISH & PHILOSOPHY	REKEY INTERIOR DOORS	9,993	N
93167	0199	VOP	ENGLISH & PHILOSOPHY	ASBESTOS ABATEMENT	197,300	N
91474	0335	PP	ART	REPLACE ROOF	94,382	N
91552	0335	PP	ART	REPLACE HVAC SYSTEM	83,279	N
92010	0335	PP	ART	REPAIR OF GROUND FLOOR HVAC	36,296	N
92145	0335	PP	ART	REPAIR AHU #4	15,036	N
92201	0335	AS	ART	REKEYING ART BUILDING	6,094	N
92296	0335	PP	ART	UPGRADE ENVIRONMENTAL SYSTEM	250,593	N
93010	0335	PP	ART	REPAIR PLUMBING AND ELECTRICAL SERVICE	51,750	N
93041	0335	PP	ART	REPLACE AHU 4 REHEAT VALVES	3,800	N
93187	0335	AS	ART	REPLACE CHALK BOARDS	2,000	N

TOTAL 3,855,264



AVENUE

INDIANA

MUSEUM  
(245)

\* NATURAL SCIENCE RESEARCH LAB

(326)  
DEVITT & MALLET  
RANCH BUILDING

RANCHING  
HERITAGE  
CENTER

9th. ST.

BROWNFIELD  
HIGHWAY

(172)  
HOUSING  
SERVICES

## Provost Report

October 1, 1993

Thank you, Mr. Chairman, members of the Board. I want to visit with you this morning regarding several items, each very briefly.

The first will be an update on our progress in preparation for the Southern Association review.

Secondly, I want to brief you on the development of our new Honors Program.

Third, provide results of our Summer Academy Program.

And, finally, update you on progress in some of the priority areas we selected for enhancement two years ago.

First, the SACS review. For the last eighteen months over 150 Texas Tech University and HSC faculty, staff and students have been compiling and analyzing data to prepare the self-study report for the Southern Association of Colleges and Schools. All of this in anticipation of a site visit on April 11-14, 1994. Both the report and the visit are required of the university and the Health Sciences Center in order to qualify for reaccreditation by the Southern Association of Colleges and Schools.

I wanted you to know that we are making good progress on completion of the report. With the passage by the Board today of the joint mission statement, the self-study now lacks only three of the committee reports and these are in the draft stage. It is our intention to prepare a final draft of all the self-study and make this available to the campus community later this fall for comments, corrections and suggestions. The final report will be sent to the Southern Association in late December with copies going to the twenty-five member site visitation team and to any of you who would like a copy of the report.

The visitation team chaired by Dr. E. Roger Sayers, President of the University of Alabama, will visit our campus from April 11-14 to inspect the facilities and interview various individuals, including perhaps members of the Board of Regents. The team will then prepare a report of their findings prior to their departure. Based on this report and the self-study report submitted by the institution, the Southern Association will issue their decision regarding our joint accreditation.

Let me turn now to an update on our new Honors Program, and to begin, I would like to introduce the Director of that program, Dr. Gary Bell. Gary comes

to Tech from Sam Houston State University where he served as Director of the Honors Program there as well as Professor of History. He's been on the job for only a month and a half or so and already things are beginning to move. The Honors Program is changing in at least two very important ways. First, it has become an all-university rather than only an Arts and Sciences program. And, second, it is now a membership program rather than an option open to all students. Admission to the program may be granted to freshmen who have graduated in the top ten percent of their high school class or scored 1150 or higher on the SAT (27 for ACT). A select group of students who do not qualify on the basis of one or both of these factors may be admitted by providing a written essay and other indications of academic potential, including extra curricular activities and grades in college preparatory high school classes. For students already enrolled in the university or transfer students, a 3.5 GPA will be required. In either case, honors students must maintain a 3.25 cumulative GPA to remain in the program.

Gary is actively recruiting students into the program and it is our hope that growth and development can parallel or at least approximate the tremendous growth and development of the Presidential Scholars Program. Certainly the two will complement one another in the sense that many if not most of the Presidential Scholars will become active participants in the Honors Program.

I want to move now very quickly to another success story, the Summer Academy program which started in 1990 and has produced significant results.

As you know, entering students who do not meet minimum qualifications for admission to the university may be admitted provisionally in the summer, and by earning six hours credit with a 2.0 GPA be admitted to the fall semester. The Summer Academy targets these provisionally admitted students and provides services during the summer to aid in their success. Students receive extensive advising and counseling, placement in courses based on high school performance and test scores, and assessment in math and reading in order to identify those with learning disabilities. To give you some idea of the success of the program, during the summer of 1993, ninety-four of the ninety-six provisional students in the program achieved a GPA of 2.0 or better. As a comparison, only eighty of the 133 students who were not a part of the Summer Academy achieved this level of performance. So congratulations to Dr. Don Garnett and his staff in the University Transition Advisement Center for a job well done.

Finally, an explanation for the material I have provided you. Some of you will recall that two years ago a committee selected some academic areas of significant strength to receive enhanced funding in order to take advantage of opportunities which existed, particularly regarding sponsored research.

One of these, the Wind Engineering Research Institute, reported on their activities at your last meeting. As you are aware, this institute received special line item funding from the legislature this year and has become an area which has achieved both national and international recognition.

Another area which was recognized by the prioritization process was Biotechnology. You have in front of you a brochure describing the Biotechnology Research Institute and its programs. Most of the faculty participants in the Institute are faculty members in the departments of Chemistry and Biochemistry, Biological Sciences, and the Plant and Soil Sciences. Whereas only a portion of the sponsored research in these three departments was attributable directly to the Institute, I think it is significant that more than \$5,000,000 in research funding was generated by these departments in 1993. A portion of which was directly attributable to the Institute.

A third area of enhancement was the Department of Electrical Engineering. This department alone generated more than \$1,500,000 in sponsored research in 1993. One of the most productive units in the department, the Plasma and Pulsed Power Research Unit, is described in the brochure I have provided you.

Finally, an area which received enhanced funding only this past year is the area of Environmental Studies which cuts across a number of colleges and academic units. You have a publication entitled *Enviro Tech* which is hot off the press and discusses some of the major environmental science projects underway at Texas Tech.

If we're going to be successful, it's imperative that we capitalize on our strengths and try to match those strengths with opportunities. In future meetings, I'll be discussing other areas of particular strength in both teaching and research with you.

That concludes my report. I'll be happy to answer questions.

TEXAS TECH UNIVERSITY  
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TEXAS TECH UNIVERSITY  
Lubbock, Texas

1. For Information Only: Teaching Appointments  
July 1, 1993 to September 1, 1993

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Bell, Gary M. Professor and Assistant Vice Provost	History	8/16/93-8/31/94
Hartmeister, Fredric Assistant Professor	Education	9/1/93-5/31/94

2.

SMALL CLASS REPORT  
FIRST SUMMER, 1993

DEPARTMENT	COURSE	ENROLLMENT	TITLE	INSTRUCTOR
<u>College of Architecture</u>				
Architecture	ARCH 5363 001	3	ARCHITECTURE DESIGN PROGRAMMING	Harms
	ARCH 5501 001	1	ARCHITECTURE DESIGN STUDIO	White
<u>College of Arts and Sciences</u>				
Anthropology	ANTH 5343 001	2	TOPICS IN CULTURAL ANTHROPOLOGY	Johnson
	ANTH 5343 002	1	TOPICS IN CULTURAL ANTHROPOLOGY	Johnson
Art	ART 5370 031	3	TWO-DIMENSIONAL STUDIO ART	Waters-Watkins
Biological Sciences	ZOOL 4306 530	1	INTRODUCTION TO MAMMALOGY	Owen
	ZOOL 5308 030	4	ADVANCED ORNITHOLOGY	Rylander
	ZOOL 6321 030	1	ADVANCED HERPETOLOGY	Densmore
	ART 5371 031	2	THREE-DIMENSIONAL STUDIO ART	WATKINS
Classical & Modern Lang. and Literatures	GERM 1401 001	8	BEGINNING GERMAN	Perdue
	SPAN 5347 150	4	LANGUAGE DEVELOPMENT	Stratton
	SPAN 5348 150	4	CULTURE AND LITERATURE	Bravo

Geography	GEOG 3355 030	7	FIELD METHODS IN COMMUNITY STUDIES	Davidson
	GEOG 5304 030	3	ADVANCED PHYSICAL GEOGRAPHY	Lee
	GEOG 5309 030	3	SEMINAR IN REGIONAL ANALYSIS	Davidson
<u>College of Education</u>				
Curriculum and Instruction	EDCI 5001 002	1	ADVANCED WORKSHOP IN CURRICULUM AND INST.	Koeller
	EDCI 5001 003	1	ADVANCED WORKSHOP IN CURRICULUM AND INST.	Miller
Special Education	EDSP 5302 240	3	CONSULTATIVE TECHNIQUES WITH PARENTS	Davidson
	EDSP 5384 240	3	MOBILITY TRAINING FOR VISUALLY HANDICAPPED	Davidson
<u>College of Engineering</u>				
Electrical Engineering	E E 5331 003	4	THEORETICAL INVESTIGATIONS IN ENGINEERING	Hagler
	E E 5331 005	4	THEORETICAL INVESTIGATIONS IN ENGINEERING	Mehrl
<u>College of Human Sciences</u>				
Education, Nutrition, and Restaurant/Hotel Mgt.	F&N 5331 001	4	ISSUES IN NUTRITION	Spallholz

SMALL CLASS REPORT  
SECOND SUMMER, 1993

DEPARTMENT	COURSE	ENROLLMENT	TITLE	INSTRUCTOR
<u>College of Agricultural Sciences</u>				
Agricultural Economics	AECO 5313 001	1	MICROCOMPUTER APPLICATIONS IN AGRICULTURE	Freeman
Animal Science	ANSC 3301 001	9	PRINCIPLES OF NUTRITION	Richardson
<u>College of Arts and Sciences</u>				
Anthropology	ANTH 5343 002	1	TOPICS IN CULTURAL ANTHROPOLOGY	Johnson
Chemistry and Biochemistry	CHEM 5324 001	1	MODERN PRINCIPLES OF ORGANIC CHEMISTRY II	Headley
<u>College of Engineering</u>				
Engineering Technology	GTEC 3412 001	3	APPLIED MECHANICS III-FLUIDS	Pigott
Mechanical Engineering	M E 3251 142	9	THERMAL SYSTEMS LABORATORY	Ekwaro-Osire

TEXAS TECH UNIVERSTIY

3. BUDGET ADJUSTMENTS OF \$100,000 OR MORE FOR  
 SUPPLEMENTAL AWARDS OR RENEWALS OF RESEARCH  
 AND OTHER SPONSORED PROJECTS

JUNE 1, 1993 THROUGH AUGUST 31, 1993

Project Activity	Amount	Source of Funds
Program to Prepare Orientation and Mobility Specialists for Rural Areas	103,970	Department of Education Award #H0029A30041 CFDA #84.029A
Upward Bound	313,099	U.S. Department of Education Grant #PO47A20389-93 CFDA #84.047A
CSU/TTU Cooperative Research Program on Wind Engineering Revised Budget \$1,355,597	125,100	National Science Foundation Coop Agreement BCS-8821163 CFDA #47.041
Resource Access Project Revised Budget \$1,369,462	472,875	Department of Health and Human Services Contract #105-91-1519 Mod. \$03 CFDA #93.00
Head Start Technical Assistance Support Center - TX and NM	661,032	Department of Health and Human Services Contract #105-93-1588 CFDA #93.000
Environmental Studies Near Sierra Blanca, TX Revised Budget \$191,502	128,062	Merco Joint Venture This is the Master account to several sub-accounts
Phase III Lubbock Storm Water Permit Maintenance Project	107,888	Parkhill, Smith & Cooper, Incorporated Amendment No. 2
West Texas Professional Development School Collaborative	200,000	Sid Richardson Foundation
Biocontrol of Ostrinia nubilis and Diabrotica Virgifera by Regulation of Phytosterol Production	132,000	Asgrow Seed Company

#### **4. CONTRACT FOR AUDITS OF PAYMENT VOUCHERS AND TRANSACTIONS AFTER PAYMENT OR POSTING; ELECTRONIC APPROVALS**

This contract is between the comptroller of public accounts (hereafter referred to as the "comptroller") and Texas Tech University (hereafter referred to as the "state agency").

##### **Part 1. Payment Vouchers.**

###### **Section 1.01. Authorization of Post-Payment Audits.**

The comptroller may audit a payment voucher presented by the state agency after the comptroller has prepared a warrant or initiated an electronic funds transfer in accordance with the voucher. The comptroller may specify the criteria for determining the payment vouchers that will be audited on a post-payment basis. When the comptroller audits a payment voucher on a post-payment basis, the comptroller must audit the voucher in the same way that the comptroller audits payment vouchers on a pre-payment basis. The comptroller shall periodically notify the state agency about the results of post-payment audits of the agency's payment vouchers.

###### **Section 1.02. Sampling Techniques for Post-Payment Audits.**

The comptroller may use generally recognized sampling techniques to audit the state agency's payment vouchers on a post-payment basis if the comptroller determines the techniques would be cost-effective and promote greater efficiency in processing the vouchers. When the comptroller uses those techniques, the comptroller may project the results from the sample to similar types of unaudited payment vouchers from the state agency. The comptroller may use the projection to estimate the amount of unaudited payment vouchers that were improperly paid. The comptroller may submit that estimate to the governor, the state auditor, and the Legislative Budget Board.

###### **Section 1.03. Invalid Payments.**

If the comptroller determines through a post-payment audit of a payment voucher that the payment was invalid, then the comptroller may: (1) implement procedures to ensure that similar invalid payments are not subsequently made for the state agency; (2) report to the governor, the lieutenant governor, the speaker of the house of representatives, the state auditor, and the Legislative Budget Board the results of the audit; (3) require the state agency to obtain a refund of the payment from the payee; (4) cancel this contract; and (5) reduce the state agency's remaining appropriations by the amount of the invalid payment.

##### **Part 2. Transactions.**

###### **Section 2.01. Audits of Transactions after Posting.**

The comptroller may audit a transaction of the state agency after the transaction has posted to the accounts of USAS. The comptroller may specify the criteria for determining the transactions that will be audited after posting to the accounts of USAS. The comptroller shall periodically notify the state agency about the results of audits of transactions after they have posted.

## **Section 2.02. Sampling Techniques for Audits of Transactions after Posting.**

The comptroller may use generally recognized sampling techniques to audit transactions after they have posted to the accounts of USAS if the comptroller determines the techniques would be cost-effective and promote greater efficiency in processing the transactions. When the comptroller uses those techniques, the comptroller may project the results from the sample to similar types of unaudited transactions from the state agency. The comptroller may use the projection to estimate the errors occurring in unaudited transactions. The comptroller may submit that estimate to the governor, the state auditor and the Legislative Budget Board.

## **Section 2.03. Erroneous Transactions.**

If the comptroller determines through an audit of a transaction after the transaction has posted to USAS that the transaction was erroneous, the comptroller may: (1) correct or require the state agency to correct the transaction; (2) implement procedures to ensure that similar erroneous transactions are not subsequently made for the state agency; and (3) report to the governor, the lieutenant governor, the speaker of the house of representatives, the state auditor, and the Legislative Budget Board the results of the audit.

## **Part 3. Electronic Approval Of Payment Vouchers and Transactions.**

### **Section 3.01. The Comptroller's Rules.**

As authorized by Tex. Rev. Civ. Stat. Ann. art. 6252-31, § 6(a) (Vernon Supp. 1993), the comptroller currently intends to establish by rule an electronic system for the submission and approval of payment vouchers and transactions. The comptroller currently intends to include in the rule the electronic approval requirements described in this part of the contract.

The state agency agrees to comply with those requirements and any other requirements or rules adopted by the comptroller.

### **Section 3.02. On-Line Approvals by Agencies.**

The following requirements apply to the state agency if it enters its payment vouchers or transactions into USAS on-line. The state agency's release of a batch into USAS for processing by the comptroller constitutes the state agency's electronic approval of the payment voucher or transaction. Electronic approvals and designations of employees for electronic approvals shall be in accordance with security requirements and procedures established by the comptroller by rule.

### **Section 3.03. Tape Processing by Agencies.**

The following requirements apply when the state agency does not submit its transactions into USAS on-line. Before the initial submission of payment vouchers or transactions to USAS, the state agency must submit to the comptroller its procedures for approval of the state agency's vouchers or transactions and the control procedures for production of tapes which contain the approved vouchers or transactions. After the comptroller certifies that the agency's internal processes provide assurance that only authorized transactions and approved vouchers are received into USAS, the comptroller shall notify the agency that the tape user identification on the tape to be submitted to the comptroller for payment of vouchers or processing of accounting transactions has been set up in USAS security and serves as the final approval of vouchers or accounting transactions into USAS. Electronic approvals and designations of employees for electronic approvals shall be in accordance with security requirements and procedures established by the comptroller by rule.

## Part 4. General Provisions.

### Section 4.01. Definitions.

In the contract:

"Payment voucher" includes, but is not limited to, a voucher submitted by the state agency to pay another agency.

"Transaction" means a transaction other than the state agency's payment of another state agency, person, or entity.

"USAS" means the uniform statewide accounting system.

### Section 4.02. Effective Date.

This contract takes effect on the later of September 1, 1993, and the date that the state agency's chief administrative officer signs the contract. The contract applies only to payment vouchers and other accounting transactions received by the comptroller on or after the date that the comptroller receives the original of this signed contract from the state agency.

### Section 4.03. Duration.

The contract remains in effect indefinitely unless the contract is terminated in accordance with the contract. The contract is binding on the successors in office or function of the comptroller and the state agency. The contract is contingent on the availability of sufficient funds.

### Section 4.04. Amendments and Termination.

Neither the comptroller nor the state agency may amend this contract unless the amendment is in writing and accepted by both parties. The comptroller or the state agency may terminate this contract and determine the effective date of the termination if the terminating party ensures that the other party receives written notice of the termination by the 30th day before the effective date of the termination.

### Section 4.05. Notices.

All written notices must be delivered by mail or hand to the address specified by the receiving party.

### Section 4.06. Authority of Chief Administrative Officer.

By signing this contract, the state agency's chief administrative officer warrants to the comptroller that the officer is authorized by law to enter into this contract for the state agency.

TEXAS TECH UNIVERSITY

ROBERT W. LAWLESS, PRESIDENT

\_\_\_\_\_  
Signature of Chief Administrative Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

8-18-93

Mike Klein General Contractor - Renovation of Existing Offices, Physical Plant  
5a. The following contract No. 93-1152 with Mike Klein General Contractor for the renovation of existing offices at the Physical Plant is entered for informational purposes. Execution of this agreement was authorized in the Minutes of March 26, 1993, meeting, Item M104.

**CONSTRUCTION SERVICES**

Contract No. 93-1152  
Account Number 0243-42-1499  
3709-42-1498 & 3709-42-3115

**AGREEMENT**

THIS AGREEMENT, made this 24th day of June, in the year Nineteen Hundred Ninety Three

**BY AND BETWEEN**

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Mike Klein General Contractor, Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for Physical Plant - Renovation of Existing Offices (FP&C 93-08)

ARTICLE 2

**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of Three Hundred Ninety Thousand One Hundred Seventy-Two Dollars and no/100

(Written Amount)

\$390,172

(Figures)

The above bid price is divided into \$ 360,172 dollars for Materials (to be incorporated into the Work) and \$ 30,000 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

ARTICLE 3

**TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed within 270 calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 250 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

#### ARTICLE 4

##### PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

##### 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.

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

ARTICLE 6

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 7

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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
MIKE KLEIN GENERAL CONTRACTOR

By: \_\_\_\_\_  
Robert W. Lawless *By Pat Campbell*  
President

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

Date: 7/12/93

Date: 7-1-93

REVIEWED FOR FISCAL IMPLICATIONS

~~Don E. Cosby, Vice President~~ Pat Campbell  
for Fiscal Affairs

Date: 7-1-93

REVIEWED FOR FORM

~~Pat Campbell, Vice President~~  
and General Counsel

Date: 7-1-93

Pharr Construction Company, Inc. - Auditorium Renovation, Agricultural Education  
5b. The following contract No. 93-1166 with Pharr Construction Company, Inc. for the auditorium renovation of the Agricultural Education and Communications building is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the May 14, 1993 meeting, Item 129.

CONSTRUCTION SERVICES Contract No. 93-1166  
Account Number 3709-42-1479

## AGREEMENT

THIS AGREEMENT, made this 29th day of July, in the year Nineteen Hundred Ninety Three

## BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Pharr Construction Company, Inc., d/b/a Pharr & Company, Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

### ARTICLE 1

#### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Agricultural Education and Communications - Auditorium Renovation (FP&C 92-08)

### ARTICLE 2

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Sixty Nine Thousand Seven Hundred Sixty Five Dollars and no/100

(Written Amount)

\$269,765

(Figures)

The above bid price is divided into \$ 202,323 dollars for Materials (to be incorporated into the Work) and \$ 67,442 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

### ARTICLE 3

#### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed within 210 calendar days.

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 300 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

#### ARTICLE 4

##### PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

##### 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.

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

ARTICLE 6

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 7

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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
PHARR CONSTRUCTION CO., INC.  
d/b/a PHARR & COMPANY

By: \_\_\_\_\_  
Robert W. Lawless  
President

By: \_\_\_\_\_  
Date: Aug 11, 1993

Date: 8/10/93

REVIEWED FOR FISCAL IMPLICATIONS

\_\_\_\_\_  
Don E. Cosby, Vice President  
for Fiscal Affairs

Date: 8-10-93

REVIEWED FOR FORM

\_\_\_\_\_  
Pat Campbell, Vice President  
and General Counsel

Date: 8-10-93

Sandia Construction Inc. - Weight Room Addition in Student Recreation Center  
5c. The following contract No. 93-1165 with Sandia Construction Inc. for the Free Weight Room Addition in the Student Recreation Center is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the May 14, 1993 meeting, Item M131.

**CONSTRUCTION SERVICES**

Contract No. 93-1165  
Account Number 3702-42-1491

**AGREEMENT**

THIS AGREEMENT, made this 29th day of July, in the year Nineteen Hundred Ninety Three

**BY AND BETWEEN**

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Sandia Construction Inc., Lubbock, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for Student Recreation Center - Free Weight Room Addition (FP&C 92-29)

ARTICLE 2

**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work as provided in the Conditions of the Contract, in current funds, the Contract Sum of Three Hundred Ninety Three Thousand, One Hundred Dollars and no/100

(Written Amount)

\$393,100

(Figures)

The above bid price is divided into \$ 303,000 dollars for Materials (to be incorporated into the Work) and \$ 90,100 dollars for Labor (including any materials not incorporated into the Work, such as formwork and rentals used in the process of installation). This separation of the contract price into Materials and Labor is required in order for the successful bidder to be able to purchase free of state sales tax the materials to be incorporated into the Work.

ARTICLE 3

**TIME OF COMMENCEMENT AND COMPLETION**

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

The time in the contract for the completion of the work is an essential element of the contract, and it is mutually agreed that the Owner will suffer financial damages in an amount not now possible to ascertain if this work is not completed on schedule, and in view of these facts, it is agreed that the Owner will withhold from the Contractor, as liquidated damages and not as a penalty, the sum of \$ 200 per day for each calendar day that the work remain uncompleted beyond the date specified in the Notice to Proceed, or as extended by change order by the Owner.

#### ARTICLE 4

##### PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) 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.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) 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 5

##### 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.

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

ARTICLE 6

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 7

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.

Venue shall be in Lubbock County, Texas.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
SANDIA CONSTRUCTION, INC.

By: \_\_\_\_\_  
Robert W. Lawless  
President

By: \_\_\_\_\_  
Date: 8-18-93

Date: 8/10/93

REVIEWED FOR FISCAL IMPLICATIONS

\_\_\_\_\_  
Don E. Cosby, Vice President  
for Fiscal Affairs

Date: 8-10-93

REVIEWED FOR FORM

\_\_\_\_\_  
Pat Campbell, Vice President  
and General Counsel

Date: 8-10-93

6.

**SUMMARY**  
August, 1993

Texas Tech University  
Texas Tech University Foundation  
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1993	1,298	\$561,616.00	97	\$164,639.56	2	\$27,570.00	1,397	\$753,825.56
August, 1992	1,028	\$1,483,967.56	86	\$470,866.80	3	\$30,310.00	1,117	\$1,985,144.36
<b>CUMULATIVE:</b>								
September 1, 1992 Through								
August 31, 1993	11,449	\$6,069,881.71	1,430	\$6,424,188.61	36	\$115,857.58	12,915	\$12,609,927.90
September 1, 1991 Through								
August 31, 1992	11,293	\$6,610,255.09	1,433	\$3,280,619.79	40	\$373,689.14	12,766	\$10,264,564.02

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

6a.

**SUMMARY**  
**August, 1993**

**Texas Tech University**  
**Grants and Bequests**

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1993	587	\$398,059.24	51	\$91,048.38	2	\$27,570.00	640	\$516,677.62
August, 1992	526	\$1,344,417.39	33	\$50,976.00	3	\$30,310.00	562	\$1,425,703.39
<b>CUMULATIVE:</b>								
September 1, 1992 Through August 31, 1993	5,931	\$4,385,992.35	584	\$2,172,741.03	35	\$115,856.58	6,550	\$6,674,589.96
September 1, 1991 Through August 31, 1992	6,733	\$5,438,323.92	638	\$1,528,346.72	40	\$373,689.14	7,411	\$7,340,359.78

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE  
 VOLUNTARY SUPPORT BY SOURCE

Texas Tech University  
 Prepared September 10, 1993

August  
 Month

1992-93  
 Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$30,406.00	\$185,746.38	\$268,849.83
B. Trusts & Bequests	\$0.00	\$0.00	\$200.00
Sub Total	\$30,406.00	\$185,746.38	\$269,049.83
2. NON-ALUMNI INDIVIDUALS			
A. General	\$24,739.39	\$2,591,440.43	\$1,200,342.80
B. Trusts & Bequests	\$19,212.88	\$156,978.72	\$1,300,308.89
Sub Total	\$43,952.27	\$2,748,419.15	\$2,500,651.69
3. CORPORATIONS			
A. Grants	\$171,916.50	\$636,127.53	\$1,185,735.03
B. Matching Gifts	\$1,450.00	\$20,125.00	\$33,069.18
Sub Total	\$173,366.50	\$656,252.53	\$1,218,804.21
4. FOUNDATIONS			
A. Grants	\$131,366.85	\$1,796,799.28	\$1,863,691.70
B. Matching Gifts	\$880.00	\$168,032.25	\$231,362.66
Sub Total	\$132,246.85	\$1,964,831.53	\$2,095,054.36
5. OTHER	\$136,706.00	\$1,119,340.37	\$1,256,799.69
 GRAND TOTAL ALL RECEIPTS	 \$516,677.62	 \$6,674,589.96	 \$7,340,359.78

Texas Tech University  
 MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
 August, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	1,675.00
2. Academic Divisions	26,495.50	560,799.80
3. Faculty Development	25,000.00	25,000.00
4. Research	4,000.00	1,271,410.69
5 a. Friends of the Library	700.00	6,338.00
b. KTXT-TV	7,790.10	186,949.95
c. Ex-Students Association	1,849.00	67,975.51
d. Southwest Collection	90.00	5,915.00
e. Museum	215.20	642,518.12
f. Ranching Heritage Center	574.89	6,618.53
g. Red Raider Club	0	200.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	0	4,000.00
6. Student Financial Aid	319,848.26	851,398.00
7. Other Purposes	9,166.29	567,036.50
8. Matching Gifts	2,330.00	188,157.25
9 a. Endowment Chairs	0	0
b. Endowed Professorships	353.38	28,921.15
c. Endowed Scholarships	90,530.00	2,030,929.88
d. Endowed Programs	165.00	112,890.00
10a. GIK Equipment	27,165.00	65,322.97
b. GIK Buildings	0	0
c. GIK Land	0	19,256.00
d. GIK Mineral Interests	0	10.00
e. GIK Other	405.00	31,267.61
<u>SUBTOTAL:</u>	516,677.62	6,674,589.96
11. Rents, Interest, Dividends, etc.	16,683.78	176,749.02
<u>TOTAL:</u>	\$533,361.40	\$6,851,338.98

6b.

**SUMMARY**  
August, 1993

**Texas Tech University Foundation  
Grants and Bequests**

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
August, 1993	711	\$163,556.76	46	\$73,591.18	0	\$0.00	757	\$237,147.94
August, 1992	502	\$139,550.17	53	\$419,890.80	0	\$0.00	555	\$559,440.97
<b>CUMULATIVE:</b>								
September 1, 1992 Through August 31, 1993	5,518	\$1,683,889.36	846	\$4,251,447.58	1	\$1.00	6,365	\$5,935,337.94
September 1, 1991 Through August 31, 1992	4,560	\$1,171,931.17	795	\$1,752,273.07	0	\$0.00	5,355	\$2,924,204.24

\*This category includes the estimated value of books, equipment, etc. received as Gifts and Bequests.

MONTHLY AND CUMULATIVE  
 VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation  
 Prepared September 10, 1993

August 1992-93  
 Month Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$35,593.50	\$1,754,723.81	\$273,132.83
B. Trusts & Bequests	\$0.00	\$0.00	\$600.00
Sub Total	\$35,593.50	\$1,754,723.81	\$273,732.83
2. NON-ALUMNI INDIVIDUALS			
A. General	\$86,106.26	\$1,485,296.35	\$1,039,345.86
B. Trusts & Bequests	\$1,440.30	\$435,619.06	\$143,328.41
Sub Total	\$87,546.56	\$1,920,915.41	\$1,182,674.27
3. CORPORATIONS			
A. Grants	\$11,131.88	\$498,563.97	\$480,496.51
B. Matching Gifts	\$1,400.00	\$30,612.50	\$46,964.00
Sub Total	\$12,531.88	\$529,176.47	\$527,460.51
4. FOUNDATIONS			
A. Grants	\$80,300.00	\$1,520,817.97	\$727,860.00
B. Matching Gifts	\$8,501.00	\$103,440.50	\$93,205.50
Sub Total	\$88,801.00	\$1,624,258.47	\$821,065.50
5. OTHER	\$12,675.00	\$106,263.78	\$119,271.13
GRAND TOTAL ALL RECEIPTS	\$237,147.94	\$5,935,337.94	\$2,924,204.24

Texas Tech University Foundation  
 MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT  
 August, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	60.00
2. Academic Divisions	61,428.25	441,774.52
3. Faculty Development	0	0
4. Research	0	20,493.40
5 a. Friends of the Library	545.00	61,085.00
b. KTXI-TV	0	3,000.00
c. Ex-Students Association	145.00	1,930.00
d. Southwest Collection	0	30.00
e. Museum	0	5,000.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	450.00	2,275.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	11,495.28	214,501.46
6. Student Financial Aid	66,632.23	313,624.16
7. Other Purposes	12,960.00	485,787.82
8. Matching Gifts	9,901.00	134,328.00
9 a. Endowment Chairs	0	150,000.00
b. Endowed Professorships	0	202,829.36
c. Endowed Scholarships	72,841.18	3,802,290.87
d. Endowed Programs	750.00	96,327.35
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	1.00
<u>SUBTOTAL:</u>	237,147.94	5,935,337.94
11. Rents, Interest, Dividends, etc.	28,672.83	190,212.09
<u>TOTAL:</u>	\$265,820.77	\$6,125,550.03