

TEXAS TECH UNIVERSITY
LUBBOCK, TEXAS

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

SEPTEMBER 1, 1992 THROUGH AUGUST 31, 1993

VOLUME II

TEXAS TECH UNIVERSITY

MINUTES OF THE BOARD OF REGENTS
OF
TEXAS TECH UNIVERSITY

AUGUST 13, 1993

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
August 13, 1993

M143. The Board of Regents of Texas Tech University met in regular session on Friday, August 13, 1993, at 11:00 a.m. in the Board Suite on campus. The following Regents were present: Mr. J. L. "Rocky" Johnson, Chair, Ms. Elizabeth "Cissy" Ward, Vice Chair, General Richard E. Cavazos, Dr. Bernard A. Harris, Jr., Mrs. Patsy Woods Martin, Dr. Carl E. Noe, Mr. John C. Sims, Mr. Edward E. Whitacre, Jr. 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; Dr. Mason Somerville, Dean, Dr. Kent Wray, Professor and Chair, and Dr. Kishor Mehta, Professor, Civil Engineering, Dr. Timothy Maxwell, Associate Professor, Mr. Jesse Jones, Lecturer, and Mr. David Stemm, Mr. Kevin Christopher, Mr. Darrell Kruse and Mr. Luke Morrow, students, Mechanical Engineering, College of Engineering; Mr. D. Kent Kay, Director, Internal Audit; Dr. Margaret Simon, Director, University News and Publications; Ms. Karen Wilson Selim, Assistant Vice President for Development; Dr. Sue Couch, Associate Professor, College of Human Sciences; Mr. Gene Medley, Director, Admissions and Records; and Ms. Donna R. Rumpy, Assistant Secretary. Texas Tech University Health Sciences Center: Dr. Bernhard T. Mitemeyer, Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs; Dr. Kenneth Barker, Vice President for Research and Academic Support; Mr. Jim Lewis, Executive Assistant to the Executive Vice President and Provost; Dr. Darryl Williams, Dean, School of Medicine; Dr. Pat Yoder Wise, Dean, School of Nursing; Dr. Shirley McManigal, Dean, School of Allied Health; Dr. Rafael R. Garcia, Director, C.A.R.E.; and Mr. James Johnston, Manager, Teaching Learning Resources.

Other present were: Mrs. Robert W. Lawless; Dr. B. H. Newcomb, President, Faculty Senate; Mr. W. Michael Fietz, President, Student Association; Ms. Guy Lawrence, Lubbock Avalanche-Journal; and Mr. Kenny Nolan, KCBT-TV.

M144. Upon motion made by Ms. Ward, seconded by Mr. White, the Minutes of the meeting of May 14, 1993, were approved.

M145. Chair Johnson called on Dr. Lawless for the President's Report; Attachment No. M1.

- M146. Ms. Ward reported for the Academic and Student Affairs Committee. The following five items (M147 through M151) constitute action taken upon committee recommendation.
- M147. Upon motion made by Ms. Ward, seconded by Mr. White, the following was unanimously approved: RESOLVED, that the Board of Regents authorizes the President to approve a Collegiate Partnership Program Agreement with Apple Computer, Inc.
- M148. Upon motion made by Ms. Ward, seconded by Mr. Sims, the following was unanimously approved: RESOLVED, that the Board of Regents approves the appointment with tenure for Dr. Gary Bell in the Department of History.
- M149. Upon motion made by Ms. Ward, seconded by Mr. Whitacre, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached resolution regarding finding of fact concerning the appointment of Dr. Virginia M. Sowell; Attachment No. M2.
- M150. Upon motion made by Ms. Ward, seconded by General Cavazos, the following was unanimously approved: RESOLVED, that the Board of Regents find and determine that the employment of Arthur Glick by the University of Texas at Arlington will not conflict with his position as Campus Landscape Architect at Texas Tech University and is hereby approved.
- M151. Upon motion made by Ms. Ward, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents ratifies administrative action for leaves of absence for the individuals listed on the attached; Attachment No. M3.
- M152. Mr. Sims reported for the Finance and Administration Committee. The following seven items (M153 through M159) constitute action taken upon committee recommendation.
- M153. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached FY 1994 Operating Budget for Texas Tech University and that the Board of Regents appropriate the fund balances of income generating accounts for specific activity usually supported by the accounts unless otherwise appropriated by the Board of Regents; Attachment No. M4.
- M154. Upon motion made by Mr. Sims, seconded by Ms. Ward, the following was unanimously approved: RESOLVED, that the Board of Regents approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center in an amount not to exceed \$350,000 during the 1994-1995 biennium, and authorizes the President to sign the contract.
- M155. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents approves an agreement with the Comptroller of Public Accounts of the State of Texas to provide for the post-payment audit of claims submitted and authorizes the President to sign the contract.

- M156. Upon motion made by Mr. Sims, seconded by Mr. White, the following was unanimously approved: RESOLVED, that the Board of Regents approves the establishment of a Quasi Endowment by transferring \$150,000 to fund a Student Deposit Scholarship Program in accordance with the attached statement; Attachment No. M5.
- M157. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents ratifies the attached budget adjustment; Attachment No. M6.
- M158. Upon motion made by Mr. Sims, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that in accordance with Senate Bill 1095, 72nd Legislature Reg., the Board of Regents ratifies the administrative actions relating to Finance as follows:
- a. To authorize and approve all travel of employees of Texas Tech University, except that to countries outside the United States other than United States possessions, Canada and Mexico provided that such travel contributes to the mission of the University and is in accordance with current travel regulations and who may further delegate their authority, effective September 1, 1993 through August 31, 1994:

President
Executive Vice President and Provost
Vice Provost for Academic Affairs
Vice Provost for Research Services
Vice President for Administration
Vice President for Fiscal Affairs
Vice president for Student Affairs
Vice President for Institutional Advancement
Vice President and General Counsel
Vice President for Governmental Relations
Dean of the College of Agricultural and Natural Resources
Dean of the College of Architecture
Dean of the College of Arts and Sciences
Dean of the College of Business Administration
Dean of the College of Education
Dean of the college of Engineering
Dean of the College of Human Sciences
Dean of the Graduate School
Dean of the School of Law
Director of Athletics
Director of University News and Publications
 - b. To approve official travel reimbursement from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such are in accordance with State travel regulations, other statutory requirements or other action promulgated by this Board, effective September 1, 1993, and to continue until such time as they are separated from the University or assigned other responsibilities:

Robert W. Lawless, President
Donald R. Haragan, Executive Vice President and Provost
Jim Brunjes, Vice President for Administration
Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
James E. Meiers, University Bursar
Sue Higgins, Financial Systems Coordinator
Deana Miller, Manager of Accounting Business Services
Lynda Foster, Manager of Accounting Services
Melba K. Parchman, Chief Accountant
Barbara George, Chief Accountant
Zak Ball, Senior Accountant
June Linker, Senior Accountant
Leigh D. Reynolds, Senior Accountant
Jewel L. Downing, Senior Accountant
Sandra C. Smith, Senior Accountant
Dee Hollis, Accountant
Deanna Duke, Accountant

- c. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective September 1, 1993, and to continue until such time as they are separated from the University or assigned other responsibilities:

Robert W. Lawless, President
Donald R. Haragan, Executive Vice President and Provost
Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
James E. Meiers, University Bursar
Marilyn P. Bell, Manager of Payroll
Sue Higgins, Financial Systems Coordinator
Deana Miller, Manager of Accounting Business Services
Lynda Foster, Manager of Accounting Services
Melba K. Parchman, Chief Accountant
Barbara George, Chief Accountant
Zak Ball, Senior Accountant
June Linker, Senior Accountant
Leigh D. Reynolds, Senior Accountant
Jewel L. Downing, Senior Accountant
Sandra C. Smith, Senior Accountant
Dee Hollis, Accountant
Deanna Duke, Accountant

- d. To sign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank, except the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective September 1, 1993, and to continue until such time as they are separated from the University or assigned other responsibilities:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Deana Miller, Manager of Accounting Business Services
Lynda Foster, Manager of Accounting Services

- e. To sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the American State Bank, Lubbock, Texas, effective September 1, 1993, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Gloria J. Hale, Assistant Vice President for Human Resources
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Deana Miller, Manager of Accounting Business Services
Lynda Foster, Manager of Accounting Services

Employees who may countersign only:

James E. Meiers, University Bursar
Robert Fisher, Assistant Bursar

- f. To authorize transfer by wire or other means, of funds between Texas Tech University depositories, effective September 1, 1993, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may authorize or counter-authorize:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Charlie L. Stallings, Assistant Comptroller
Steve R. Pruitt, Director of Accounting Services
Edmund W. McGee, Assistant Vice President for Investments
Winnie Long, Manager of Cash Management

- g. To authorize and approve the sale and transfer of stocks, bonds and other securities which are owned or controlled by Texas Tech University provided such action is approved by any two of the individuals listed below, effective September 1, 1993, and continue until such time as they are separated from the University or assigned other duties or responsibilities:

Don E. Cosby, Vice President for Fiscal Affairs
Max C. Tomlinson, Associate Vice President for Business Affairs
and Comptroller
Charlie L. Stallings, Assistant Comptroller
Edmund W. McGee, Assistant Vice President for Investments

However, for all instruments contributed to the University one of the two required signatures must be from one of the following:

William G. Wehner, Vice President for Institutional Advancement
Karen Wilson Selim, Assistant Vice President for Development

- M159. 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 employment contracts for Marsha Gay Sharp and James Allen Dickey.
- M160. Mr. White reported for the Campus and Building Committee. The following four items (M161 through M164) constitute action taken upon committee recommendation.
- M161. Upon motion made by Mr. White, seconded by Ms. Ward the following was unanimously approved: RESOLVED, that the Board of Regents approves the changes to Board of Regents Policy, Building Program, 03.01, as provided in the attached; Attachment No. M7.
- M162. 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 appoint the firm of Fanning, Fanning and Associates as project engineer for the refrigerant upgrade at Central Heating and Cooling Plant I. BE IT FURTHER RESOLVED, that the project budget is established at \$652,700.
- M163. 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 appoint the firm of Fanning, Fanning and Associates as project engineer for the refrigerant upgrade at Central Heating and Cooling Plant II. BE IT FURTHER RESOLVED, that the project budget is established at \$652,700.
- M164. 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 Ronnie Zahn Paving, Inc. in the amount of \$121,543.40 dated May 21, 1993, for the FY 93 bus system accessibility improvements for the campus.

- M165. General Cavazos reported for the Research Committee. The following item constitutes action taken upon committee recommendation.
- M166. Upon motion made by General Cavazos, seconded by Dr. Noe, the following was unanimously approved: RESOLVED, that the Board of Regents approves the changes noted in the attached to the Texas Tech Research Foundation By-Laws; Attachment No. M8.
- M167. Dr. Noe reported for the Development and Public Affairs Committee. The following four items (M168 and M171) constitute action taken upon committee recommendation.
- M168. Upon motion made by Dr. Noe, seconded by Mr. White, the following was unanimously approved: RESOLVED, that the gift of computer software donated by the Society of Manufacturing Engineers/Manufacturing Engineering Education Foundation of Dearborn, Michigan to Texas Tech University for the College of Engineering be accepted by the Board of Regents.
- M169. Upon motion made by Dr. Noe, seconded by Ms. Ward, the following was unanimously approved: RESOLVED, that the Board of Regents appoints the individuals on the attached list to the Board of Directors of the Texas Tech University Foundation; Attachment No. M9.
- M170. Upon motion made by Dr. Noe, seconded by Mrs. Martin, the following was unanimously approved: RESOLVED, that the Board of Regents approves the agreements between the Ex-Students Association and Texas Tech University as provided in the attachments and authorizes the Chair of the Board to execute the agreements; Attachment No. M10.
- M171. Upon motion made by Dr. Noe, seconded by Mr. Sims, the following was approved: RESOLVED, that the Board of Regents grants the Ex-Students Association permission to have a caterer with a liquor license serve alcohol at events sponsored by the Ex-Students Association in the new alumni center, within the applicability of all appropriate laws and regulations. The Board does not change any other policies regarding the serving or use of alcohol on campus. The motion was approved by a vote of eight to one with General Cavazos voting against the motion.
- M172. Dr. Noe reported for the Development Committee that total gifts received through August 6, 1993, for Texas Tech University and Texas Tech University Foundation total \$11,916,000 as compared with \$8,652,000 for the same period last fiscal year. All gifts to Texas Tech total \$14,219,000 versus \$9,974,000 a year ago.
- M173. Mr. Johnson called upon Dr. Haragan who gave the report of the Executive Vice President and Provost; Attachment No. M11.
- M174. There being no further business, the meeting adjourned.

Donna R. Rampy
Assistant Secretary

Attachments (August 13, 1993)

- M1. President's Report; Item M145.
- M2. Resolution Regarding Finding of Fact; Item M149.
- M3. Leaves of Absence; Item M151.
- M4. FY 1994 Operating Budget; Item M153.
- M5. Statement: Student Deposit Scholarship/Quasi Endowment; Item M156.
- M6. Budget Adjustments; Item M157.
- M7. Changes to Board of Regents Building Policy 03.01; Item M161.
- M8. Changes to Research Foundation By-Laws; Item M166.
- M9. Texas Tech University Foundation Board of Directors; Item M169.
- M10. Ex-Student Association Agreements; Item 170.
- M11. Provost's Report; Item M173.

I, Donna R. Rampy, 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 August 13, 1993.

Donna R. Rampy
Assistant Secretary

SEAL

May 14, 1993

PRESIDENT'S REPORT

Thank you, Mr. Johnson. I will keep my report brief today. As we have discussed during the week, this year has really been a year of national championships. I have discussed this before and I won't reiterate all of those, but clearly, this was the year that began, in terms of most recognition, with the national championship of the Lady Raiders Basketball team. But, we also had national championship recognition for faculty in areas of marketing and information systems; we had national championships for staff in terms of Artie Limmer; we had the national organ champion; and later today, you will be introduced to our newest national champions--a group of students from engineering which prevailed in the natural gas vehicle challenge. They prevailed in that championship and went against schools such as Northwestern and other notable institutions. Once again, the people of Texas Tech, basically those for which you provide the leadership and guidance, the faculty and the students, have won yet another national championship. The year that we have just finished or will finish at the end of this month, was perhaps the most successful of all years in terms of recognition, nationally and internationally, of the quality of the faculty and students that are at Texas Tech.

I want to turn our attention now to an overview of part of your discussions today which will be approval of the budgets for the University and the Health Sciences Center for next year. As remarked earlier, those budgets, considering all sources of funds, will be slightly in excess of \$415,000,000--a significant operation and the first time that we have exceeded \$400,000,000 for the two institutions. Most of this is generated by the University and the Health Sciences Center in support of the mission of the two institutions. As you will recall yesterday, 40% of the total budget of the University and 30% of the total budget of the Health Sciences Center is from the State. We are, in fact, as Don Cosby mentioned, State assisted rather than State supported. In general, for both the University and the Health Sciences Center, for continuing operations, it is essentially a flat budget. We have been able, through the management plan and what we have done in the last two years, to provide (from savings) a three percent salary increase for faculty and staff. I think yesterday we mentioned that it was a 2.2 percent increase for staff but when we look at the pay plan adjustment, it is actually a little more than three percent. Thus, we have provided, even though the State did not provide any funds for salary increases, a three percent increase this year for faculty and staff. If you look back over the last year, we are delighted that, outside of what the State provided in across-the-board raises (the one percent last August and the three percent last December), we have been able to provide on top of that an additional five percent for our employees. They certainly deserve it! They are a credit to these institutions and I am sure that you are proud of them and know that they deserve it. We have had people for a long time that have done more with less. They will still be doing more with less, but we are trying to provide them with a little bit more. They deserve every compensation that we can provide. These institutions are composed of some of the most outstanding people in the country. You will not find a more dedicated faculty than we have at the University and

the Health Sciences Center. The reason that you see the student success, again and again and again is because of the quality of the faculty. This is in some ways, I guess, one of the most illogical universities in the country because every time that we win an award, somebody says, "How can that person be at Texas Tech, if they are that good, why aren't they somewhere else?" The reality is, they are where they ought to be. The best kept secret is that we have one of the most outstanding universities and health sciences centers in the country. The work being done is exemplary at both institutions. No one in this country is doing what the Health Sciences Center is doing in rural health. These are a fine pair of institutions. I am proud to be associated with them and as we move into the next year, I am pleased that you will likely approve a budget that will enable us to achieve even more. Thank you.

RESOLUTION

Fact Finding of the Appointment of Dr. Virginia M. Sowell to
The Continuing Advisory Committee for Special Education

WHEREAS, the Honorable Ann W. Richards, Governor of the State of Texas, has appointed Dr. Virginia M. Sowell to The Continuing Advisory Committee for Special Education;

WHEREAS, Sections 1 and 2 of Article 6252-9a, Vernon's Texas Civil Statutes, require a certain finding of fact before an employee of one State Agency may accept an offer to serve another State Agency in position of honor, trust or profit;

BE IT THEREFORE RESOLVED, that the Board of Regents of Texas Tech University find and determine the following:

1. The service of Dr. Virginia M. Sowell as a member of The Continuing Advisory Committee for Special Education is of benefit to the State of Texas and Texas Tech University.
2. The service of Dr. Virginia M. Sowell as a member of the aforementioned body does not conflict with her position of employment at Texas Tech University.
3. Members of The Continuing Advisory Committee for Special Education serve without compensation but are entitled to reimbursement by the State for necessary travel and per diem incurred in the performance of their duties as members of the Board.

WITNESS MY HAND this _____ day of _____, 1993.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

BY: _____
J. L. "ROCKY" JOHNSON, Chairman

ATTEST:

Donna R. Rampy
Assistant Secretary

Leaves of Absence

Approve leave of absence without pay for Dr. David S. Gilliam, Professor of Mathematics, for the period September 1, 1993, to May 31, 1994. This request is made in order to visit and carry out research at the University of Texas - Dallas.

Approve leave of absence without pay for Dr. Ruth Gornet, Assistant Professor of Mathematics, for the period September 1, 1993, to January 15, 1994. This leave is requested in order that Dr. Gornet can accept a Post Doctoral Fellowship at the Mathematical Sciences Research Institute, University of California, Berkeley.

Approve extended leave of absence without pay for Dr. Ramesh Rao, Associate Professor of Finance, in the College of Business Administration, from September 1, 1993, to August 31, 1994. Dr. Rao will continue to teach and complete his research at Wayne State University.

TEXAS TECH UNIVERSITY

SUMMARY OPERATING BUDGET

FISCAL YEAR 1994

FY 1994 SUMMARY OPERATING BUDGET

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DEFINITIONS

Board Minutes
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Item M153

EDUCATIONAL AND GENERAL FUNDS:

UNRESTRICTED FUNDS FOR ADMINISTRATION, INSTITUTIONAL EXPENSE, INSTRUCTION AND DEPARTMENTAL RESEARCH, PHYSICAL PLANT OPERATION, LIBRARIES AND OTHER ITEMS RELATED TO INSTRUCTION.

DESIGNATED FUNDS:

UNRESTRICTED FUNDS WHICH HAVE BEEN INTERNALLY ALLOCATED FOR SPECIFIC PURPOSES (E.G., STUDENT SERVICES FEES, GENERAL USE FEES, ETC.).

AUXILIARY FUNDS:

THOSE FUNDS USED TO PROVIDE SERVICES FOR STUDENTS, FACULTY, AND STAFF WHICH GENERALLY CHARGE A FEE DIRECTLY RELATED TO THE COST OF THE SERVICE PROVIDED (E.G., ATHLETICS, DORMITORIES, FOOD SERVICE, UNIVERSITY CENTER, AND BOOKSTORE). NO STATE FUNDS CAN BE USED TO SUPPORT AUXILIARY OPERATIONS.

CURRENT RESTRICTED FUNDS:

FUNDS AVAILABLE FOR CURRENT PURPOSES, THE USE OF WHICH IS RESTRICTED BY THE DONOR/GRANTOR TO BE UTILIZED AS STIPULATED BY THE FUNDING SOURCE (E.G., RESEARCH GRANTS, SCHOLARSHIPS, EARNINGS FROM ENDOWMENTS, ETC.).

APPROPRIATIONS:

FUNDS APPROPRIATED BY THE STATE LEGISLATURE. EDUCATIONAL AND GENERAL ACTIVITIES ARE NORMALLY FUNDED FROM TWO SOURCES: THE STATE'S GENERAL REVENUE ACCOUNT AND LOCAL FUNDS. LOCAL FUNDS ARE MADE UP PRIMARILY OF TUITION, LABORATORY FEES, AND INDIRECT COST RECOVERY FROM RESEARCH GRANTS AND CONTRACTS.

RETIREMENT OF INDEBTEDNESS:

THE ACCUMULATION OF RESOURCES FOR INTEREST AND PRINCIPAL PAYMENT AND OTHER DEBT SERVICE CHARGES.

RECLASSIFICATION:

CERTAIN AMOUNTS IN 1993 HAVE BEEN RECLASSIFIED TO CONFORM WITH THE 1994 PRESENTATION.

TEXAS TECH UNIVERSITY

Board Minutes
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Item M-3

COMPARISON OF EDUCATIONAL AND GENERAL FUNDS

INCOME BUDGET

ITEM	FY 1993	FY 1994
GENERAL REVENUE APPROPRIATIONS:		
GENERAL REVENUE - ARTICLE III	\$79,750,298	\$83,519,168
LESS: 3.2% REDUCTION IN FY93	(2,552,010)	0
FY95 SALARY REDUCTION	0	(1,000,000)
RIDER REDUCTIONS IN FY94 (EST.)	0	(1,031,258)
TRAVEL REDUCTIONS IN FY94 (EST.)	0	(98,271)
SPEECH AND HEARING TRANSFER TO HSC	0	(459,872)
NET GENERAL REVENUE	77,198,288	80,929,767
GENERAL REVENUE ARTICLE V-146 SALARY INCREASES	1,390,242	0
U.B. - INTERNATIONAL CULTURAL CENTER	1,452,000	1,452,000
HIGHER EDUCATION ASSISTANCE FUND	10,538,296	10,538,296
SUB-TOTAL APPROPRIATED	\$90,578,826	\$92,920,063
OTHER EDUCATIONAL AND GENERAL FUNDS:		
TUITION, NET	16,303,799	19,714,330
FEES	883,379	963,007
INDIRECT COST	1,552,000	1,876,000
EXTENSION COURSES	595,427	660,555
INTEREST EARNINGS	500,000	800,000
MISCELLANEOUS	335,858	294,363
LESS: OASI	(1,782,846)	(1,900,000)
SUB-TOTAL OTHER E&G	\$18,387,617	\$22,408,255
TOTAL INCOME	\$108,966,443	\$115,328,318
UTILIZATION OF FUND BALANCE	0	889,119
TOTAL FUNDING	\$108,966,443	\$116,217,437
PERCENT CHANGE		6.7%

TEXAS TECH UNIVERSITY

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Item M153

COMPARISON OF EDUCATIONAL AND GENERAL FUNDS

EXPENSE BUDGET

ITEM	FY 1993	FY 1994
CENTRAL SERVICES	\$1,418,003	\$1,448,616
GENERAL ADMINISTRATION AND STUDENT SERVICES	4,818,994	5,136,194
GENERAL INSTITUTIONAL EXPENSE	603,035	698,804
STAFF BENEFITS	3,211,523	3,018,791
FACULTY SALARIES	43,569,808	46,609,213
DEPARTMENTAL OPERATING EXPENSE	10,507,413	10,575,037
INSTRUCTIONAL ADMINISTRATION	2,670,956	2,813,911
LIBRARY	5,527,551	6,176,463
PHYSICAL PLANT	8,041,108	8,567,921
UTILITIES	8,500,605	9,208,726
RESEARCH SERVICES AND ENHANCEMENT	1,129,372	1,323,054
OTHER	2,731,851	3,402,671
SPECIAL ITEMS - EXISTING	3,830,297	3,782,403
- NEW	0	1,200,000
- INTERN'L CULTURAL CENTER	1,452,000	3,831,400
- LEGAL RESOURCE CENTER	2,649,540	0
DEBT SERVICE	7,321,473	7,270,950
SCHOLARSHIPS	982,914	1,153,283
TOTAL	\$108,966,443	\$116,217,437

PERCENT CHANGE

6.7%

TEXAS TECH UNIVERSITY

Board Minutes
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Attachment No. M4, pg. 6
Item M153

COMPARISON OF AUXILIARY FUND

INCOME BUDGET

<u>ITEM</u>	<u>FY 1993</u>	<u>FY 1994</u>
INTERCOLLEGIATE ATHLETICS	\$8,083,392	\$9,121,946
UNIVERSITY BOOKSTORE	4,750,000	4,250,000
UNIVERSITY CENTER	2,108,346	2,247,476
HIGH TECH - COMPUTER STORE	2,635,000	2,700,000
RESIDENCE HALLS	19,471,783	19,716,783
HOUSING & DINING - U.C. FOOD	1,323,124	1,325,000
OTHER:		
SALES AND SERVICE	2,990,375	2,824,766
INVESTMENT REVENUES	3,208,205	3,465,332
RESIDENCE HALLS - LONG DISTANCE	950,000	950,000
VARIOUS	<u>1,247,142</u>	<u>1,349,850</u>
TOTAL	<u>\$46,767,367</u>	<u>\$47,951,153</u>

PERCENT CHANGE

2.5%

TEXAS TECH UNIVERSITY

Board Minutes
August 13, 1993
Attachment No. M4, pg. 7
Item M153

COMPARISON OF AUXILIARY FUNDS

EXPENSE BUDGET

<u>ITEM</u>	<u>FY 1993</u>	<u>FY 1994</u>
INTERCOLLEGIATE ATHLETICS	\$8,083,392	\$9,121,946
UNIVERSITY BOOKSTORE	4,619,019	4,250,000
UNIVERSITY CENTER	2,108,346	2,247,476
HIGH TECH - COMPUTER STORE	2,635,000	2,700,000
RESIDENCE HALLS	19,471,783	19,716,783
HOUSING AND DINING - U.C. FOOD	1,323,124	1,325,000
OTHER:		
RESIDENCE HALL - LONG DISTANCE	950,000	950,000
VARIOUS	<u>6,704,585</u>	<u>7,101,061</u>
TOTAL	\$45,895,249	\$47,412,266
PERCENT CHANGE		3.3%

TEXAS TECH UNIVERSITY

Board Minutes
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Attachment No. M4, pg. 8
Item M153

COMPARISON OF CURRENT RESTRICTED FUNDS

INCOME AND EXPENSE BUDGETS

ITEM	FY 1993	FY 1994
SOURCES OF FUNDS		
FEDERAL PROGRAMS	\$18,691,370	\$19,776,600
STATE PROGRAMS	1,595,800	2,856,600
PRIVATE (INCLUDES THE RESEARCH FOUNDATION)	11,546,800	13,639,300
ALL OTHERS	760,000	774,800
TOTAL FUNDS FROM ALL SOURCES	\$32,593,970	\$37,047,300

PERCENT CHANGE 13.7%

DISTRIBUTION BY COLLEGE OR AREA:

AGRICULTURAL SCIENCES	\$3,526,100	\$4,119,000
ARTS AND SCIENCES	4,461,700	5,524,800
BUSINESS ADMINISTRATION	1,219,600	1,485,400
EDUCATION	802,800	913,300
ENGINEERING	5,229,700	6,728,900
ARCHITECTURE	30,400	36,100
GRADUATE SCHOOL	28,100	34,300
HOME ECONOMICS	2,731,400	2,824,900
SCHOOL OF LAW	52,100	76,200
CONTINUING EDUCATION	706,800	779,700
INTERDISCIPLINARY STUDIES	220,400	198,400
MUSEUM	487,600	573,000
LIBRARIES	84,400	118,400
FEDERAL FINANCIAL AID	9,141,970	9,274,700
SCHOLARSHIPS AND FELLOWSHIPS	2,035,500	2,362,200
TEXTILE RESEARCH CENTER	899,400	902,400
ADMINISTRATIVE AND OTHER	936,000	1,095,600

TOTAL DISTRIBUTION TO ALL COLLEGES AND AREAS **\$32,593,970** **\$37,047,300**

PERCENT CHANGE 13.7%

TEXAS TECH UNIVERSITY

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COMPARISON OF DESIGNATED FUNDS

INCOME BUDGET

<u>ITEM</u>	<u>FY 1993</u>	<u>FY 1994</u>
STUDENT FEES:		
STUDENT SERVICE FEES	\$4,309,875	\$4,383,313
STUDENT HEALTH SERVICES	1,977,919	2,002,337
GENERAL USE FEES	6,307,646	7,215,874
COMPUTER ACCESS FEES	1,948,464	1,973,464
OTHER FEES	3,187,173	3,523,768
ADDITIONAL REVENUES:		
INTEREST AND INVESTMENT INCOME	1,866,700	2,049,628
SALES AND SERVICES	21,109,429	21,402,578
OTHER	844,906	1,213,866
OTHER PROGRAM FEES	<u>3,989,165</u>	<u>4,394,030</u>
SUB-TOTAL	\$45,541,277	\$48,158,858
LESS: SALES TO OTHER DEPARTMENTS	(16,994,031)	(17,031,632)
TOTAL	\$28,547,246	\$31,127,226
PERCENT CHANGE		9.0%

TEXAS TECH UNIVERSITY

COMPARISON OF DESIGNATED FUNDS

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EXPENSE BUDGET

ITEM	FY 1993	FY 1994
STUDENT SERVICES ACTIVITIES	\$4,309,875	\$4,383,313
COMPUTER ACCESS USAGE	1,948,464	2,173,464
INSTITUTIONAL SUPPORT		
GENERAL USE ACTIVITIES	6,299,594	7,215,874
COMMUNICATION SERVICES	3,716,832	3,760,178
CENTRAL HEATING & COOLING PLANT #1	6,230,199	6,223,999
CENTRAL HEATING & COOLING PLANT #2	4,247,032	4,251,884
ALL OTHER	5,548,162	5,536,454
SUB-TOTAL	\$26,041,819	\$26,988,389
INSTRUCTIONAL RESEARCH & PUBLIC SERVICE:		
CENTER FOR PROFESSIONAL DEVELOPMENT	\$1,200,000	\$1,184,167
ALL OTHER	6,791,030	7,583,849
SUB-TOTAL	\$7,991,030	\$8,768,016
OTHER SUPPORT:		
STUDENT HEALTH SERVICES	1,976,919	2,001,337
TEXAS PUBLIC EDUCATIONAL GRANTS	1,455,000	1,800,000
ALL OTHER	970,368	1,424,292
SUB-TOTAL	\$4,402,287	\$5,225,629
TOTAL	\$44,693,475	\$47,538,811
LESS: SALES TO OTHER DEPARTMENTS	(16,994,031)	(17,031,632)
TOTAL	\$27,699,444	\$30,507,179
PERCENT CHANGE		10.1%

TEXAS TECH UNIVERSITY

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Item M153

COMPARISON OF SERVICE DEPARTMENTS

<u>ITEM</u>	<u>FY 1993</u>	<u>FY 1994</u>
ACADEMIC AND ADMINISTRATIVE COMPUTING	\$4,577,907	\$4,973,989
PHYSICAL PLANT SERVICES	6,094,327	6,540,085
PRINTECH	1,612,000	1,299,253
ALL OTHER	<u>1,003,531</u>	<u>1,395,914</u>
<u>TOTAL</u>	<u>\$13,287,765</u>	<u>\$14,209,241</u>
PERCENT CHANGE		6.9%

TEXAS TECH UNIVERSITY

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Item M153

COMPARISON OF FUNDS FOR RETIREMENT OF INDEBTEDNESS

ADDITIONS AND DELETIONS BUDGET

<u>ITEM</u>	<u>FY 1993</u>	<u>FY 1994</u>
ADDITIONS:		
INTEREST AND INVESTMENT INCOME	\$728,390	\$730,000
FEDERAL GRANT	166,264	166,264
APPROPRIATION - HEAF	4,999,532	4,967,580
APPROPRIATION - GENERAL REVENUE	2,301,025	2,266,057
TRANSFERS FROM REVENUE FUNDS	5,064,770	4,970,491
TOTAL	\$13,259,981	\$13,100,392
PERCENT CHANGE		-1.2%
DEBT SERVICE	\$12,924,929	\$12,898,796
PERCENT CHANGE		-0.2%

TEXAS TECH UNIVERSITY

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SUMMARY OPERATING BUDGET FOR THE FISCAL YEAR 1993-1994

FUND	PROJECTED 9/1/93 BALANCE	ESTIMATED INCOME	ESTIMATED EXPENSE	PROJECTED 8/31/94 BALANCE
EDUCATIONAL & GENERAL	\$1,786,381	\$115,328,318	\$116,217,437	\$897,262
AUXILIARY	5,948,589	47,951,153	47,412,266	6,487,476
CURRENT RESTRICTED	225,010	37,047,300	37,047,300	225,010
DESIGNATED	<u>28,447,890</u>	<u>31,127,226</u>	<u>30,507,179</u>	<u>29,067,937</u>
TOTAL	<u>\$36,407,870</u>	<u>\$231,463,997</u>	<u>\$231,184,182</u>	<u>\$36,677,685</u>

SERVICE DEPARTMENTS	\$1,305,773	\$14,009,241	\$14,209,241	\$1,105,773
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Statement of Purpose and
Use of Funds Functioning As
(Quasi) Endowments

The following statements govern the purpose and use of the Student Deposit Scholarship Fund Quasi Endowment:

1. The principal of the endowment shall remain intact and may be increased from future earnings of the fund.
2. Ninety percent (90%) of the income from the endowment may be used for support of Student Deposit Scholarship Programs at the discretion of the Director of Student Financial Aid. Such scholarships shall be need based in accordance with policies in effect in the Student Financial Aid at the time the award is made.
3. Ten percent (10%) of the earnings shall be returned to endowment corpus as an inflationary hedge.

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
	BOARD RATIFICATION: ----- Housing and Dining Funds: ----- ES00987 Housing and Dining Services	\$197,000		\$197,000	Budget prior years funds to purchase Microfridge microwave rental program
	Salary Increases of 10% or more ----- Per Annum: ----- NONE	CURRENT SALARY	NEW SALARY	% INCREASE	

Texas Tech University
Board of Regents
Board Policy

03.01 Building Program

- (1) All construction projects in the amount of \$100,000 \$300,000 or more require the following actions by the Board of Regents:
- (A) Authorization to the President to proceed with the project;
 - (B) Establishment of a maximum project budget;
 - (C) Appointment of the architect / engineer;
 - (D) Approval of the schematics, elevations and authority to bid the project;
 - (E) Acceptance of bids and award of contracts; and
 - (F) Recording of a completion date.

In the interest of expediting projects, any of the above steps may be combined in the Board approval process.

Any project whose budget is estimated to exceed the Board approved maximum project budget by greater than ten per cent (10%) will be brought back to the Board for approval of the new maximum project budget. This authorization cap of 10% is to provide consistency between Texas Tech University Policies and Procedures and those of the Coordinating Board with respect to project budget approvals / authorizations.

- (2) All University building renovation, not classified as emergency repairs, and construction projects not performed by the University personnel and in an amount of less than \$300,000 will be competitively bid, unless otherwise approved by the Board, in accordance with Texas Tech University and State of Texas purchasing regulations and State of Texas Statutes. The resulting contracts will be executed by the President or his/her designee. ~~Unless a construction project is a bona fide emergency repair, all construction contracts over \$50,000 may be awarded only after the receipt of three bids. A "NO BID" response does not count as a bid. If three bids are not received then the bids will be returned to the bidders unopened, and the project will be rebid unless a waiver from the requirement for three bids is approved by the Chairman of the Board and the Chairman of the Campus and Building Committee. A contract may be awarded on the second competitive bidding if an acceptable bid is received even if less than three bids~~

~~were received.~~ An information list will be provided to the Board of Regents identifying all contracts between \$50,000 and \$300,000 as to:

(A) Project Name

(B) Purpose of Contract

(C) Bidders (including potential bidders to whom the proposal was sent)

(D) Bid Tally, including successful bidder

(E) Date of Award

(F) Contract Amount

~~The President is authorized to award construction contracts if the construction cost does not exceed \$50,000 and if one of the following requirements is met:~~

~~(A) At least three bids must be received. A "NO BID" response does not count as a bid;~~

~~(B) The notice to bidders is published in the legal section of the local newspaper a minimum of once per week for two consecutive weeks, at least 18 days are provided from the publications of the formal bid notice until the bid opening date, and the project is listed in the Dodge Report to notify the contractors a project is being bid.~~

- (3) If a University renovation or construction project as defined in paragraph (1) above is considered an emergency, the Board may authorize the Chairman of the Board and the Chairman of the Campus and Building Committee to approve steps (A), (B), and (C) outlined in paragraph (1) above in lieu of a full meeting of the Board.
- (4) The schedule of wage rates included in the bid specifications for University projects, required under Article 5159a V.A.C.S., will be the wage schedule established and currently used by the City of Lubbock.

THE BY-LAWS
OF
TEXAS TECH RESEARCH FOUNDATION

Article I - Name

Section 1. The Name of the Non-Profit Corporation is and shall be the Texas Tech Research Foundation.

Article II - Purpose

Purposes for which this Non-Profit Corporation is organized are:

Section 1. To function as a private non-profit research foundation for the exclusive benefit of Texas Tech University and Texas Tech University Health Sciences Center for charitable, educational, and scientific purposes.

Section 2. To support research projects and associated educational undertakings in one or more of the Academic Colleges and Schools of Texas Tech University and Texas Tech University Health Sciences Center.

Section 3. To seek and obtain contracts, grants, and gifts for the advancement of research; to aid, assist, supplement, and complement such work through and in cooperation with Texas Tech University and Texas Tech University Health Sciences Center; and to obtain through gifts or otherwise, funds for construction and maintenance of new buildings, laboratories, and equipment to be used by the Texas Tech Research Foundation in conformity with the laws of the State of Texas and with legal consent of the State of Texas.

Section 4. To continue to enhance the development of an educational institution of excellence which supports short and long term research needs through the promotion of close working relationships between Texas Tech University and Texas Tech

University Health Sciences Center and local, state, and federal government agencies and private industry.

Article III - Location

Section 1. The place of business and office of Texas Tech Research Foundation is and shall be in the City of Lubbock, Lubbock County, Texas.

Article IV - Board of Directors

Section 1. The Board of Directors of the Foundation shall be composed of seven (7) members appointed by the Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center.

Section 2. Vacancies shall be filled in the same manner as new members are appointed. In the event that an appointment is made to fill the unexpired term of a member, the appointment shall be made for the duration of the unexpired term.

Section 3. Terms of office of voting members of Board of Directors of the Foundation shall be for three (3) years. Members of the Board of Directors may serve no more than two consecutive terms.

Section 4. The nominating committee for positions on the Board of Directors will consist of the Executive Vice Presidents / Provosts of Texas Tech University and Texas Tech University Health Sciences Center. The President of Texas Tech University and Texas Tech University Health Sciences Center shall approve the nominations prior to submittal to the Board of Regents.

Article V - Officers

Section 1. Officers of the Texas Tech Research Foundation shall be the Chair, Vice Chair, and Secretary.

Section 2. The officers shall be elected by majority vote of the Board of Directors at the annual meeting and shall hold office for

a period of one year and until their successors shall be duly elected. When officers are elected at this annual meeting, they shall assume their duties immediately.

Section 3. The members of the Board of Directors shall constitute the membership of the Foundation.

Section 4. The Chair of the Foundation or his/her designee shall be the Chief Executive Officer. He/She shall preside at all meetings of the Board of Directors and shall exercise executive direction of the business of the Foundation. He/She shall have the authority to direct the Vice Chair to act in his/her behalf.

Section 5. The Vice Chair shall be vested with full power to exercise the functions of the Chair at anytime that the Chair is incapacitated or unavailable.

Section 6. The Secretary will keep the minutes of all meetings of the Board of Directors and, when so ordered by the Board of Directors, will affix the Seal of the Non-Profit Corporation to such documents and instruments as may be authorized by the Board of Directors and attest same as the acts of the Corporation. The Secretary will, in general, perform all duties incident to the office of Secretary subject to the control of the Board of Directors. The Secretary shall be responsible for keeping and forwarding copies of the minutes of all regular and special meetings of the Board and Executive Committees to the Board of Regents.

Section 7. The Executive Director of the FOUNDATION shall be appointed by the Board of Regents of the UNIVERSITY upon the recommendation of the executive committee of the Board of Directors of the FOUNDATION. The Board of Regents of the UNIVERSITY has the authority to dismiss the Executive Officer from this office. The Executive Director of the Foundation

shall be custodian of all funds and in charge of all financial records of Texas Tech Research Foundation under the direction of the Board of Directors. He/She will see that systematic accounts are kept as required by law and that an annual financial report and other such reports, as may be requested, are made to the Board.

Article VI - Meetings

- Section 1. The Board shall hold one regular meeting each year, in the final half of the calendar year.
- Section 2. Special meetings of the Board shall be held as determined by the Board itself or upon call of the Chair or upon request in writing signed by at least three voting members. Notice to members by regular mail should be posted ten (10) days or more before such meetings.
- Section 3. The exact date and place of holding meetings shall be as fixed by the Board or stated in the call issued for the meeting by the Chair.
- Section 4. Whenever, by statute or the articles of incorporation or these bylaws, notice is required to be given to any Director, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Article VII - Quorum

- Section 1. At all meetings of the Board of Directors a majority of the

number of Directors fixed by these bylaws shall constitute a quorum for the transaction of business unless a greater number is required by law or the articles of incorporation. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute or by the articles of incorporation or by these bylaws. If a quorum is not present at a meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Article VIII - Committees

Section 1.

There shall be an Executive Committee of the Board of Directors of the Foundation, which shall consist of the following members:

1. The Chair of the Foundation.
2. The Vice Chair of the Foundation.
3. The Secretary of the Foundation.

Between meetings of the Board of Directors, the Executive Committee is empowered and shall have the power and authority to act for the Board of Directors of the Foundation in the management of the business and affairs of the Foundation pursuant to Article II subject to such limitations as determined by the Board of Directors. Actions taken by the Executive Committee between meetings of the Foundation Board of Directors shall, at the next meeting of the Foundation Board of Directors, be considered and, if approved, thereby ratified and confirmed by the Board of Directors of the Foundation.

Section 2.

The Executive Committee shall meet upon the call of the Chair

or at the call of two other members. The time and place shall be announced in the call, and notification of such meeting may be made or caused to be made by either telephone or by mail. A quorum of the Executive Committee shall not be less than two voting and one non-voting member.

Section 3. There shall be such other standing and special committees appointed by the Chair as may be determined by the Board.

Article IX - Assets

Section 1. The Foundation can pursue the ownership of and own buildings, equipment, patents, license rights to products, copyrights, shares in corporations and businesses, partnerships in corporations and businesses, and other such assets necessary to carry out its purposes.

Section 2. The Board shall have the authority to disperse Foundation assets for the purchase of equipment, building, hiring personnel, and other such functions as necessary to fulfill Article II.

Section 3. The Board shall be responsible for ensuring that, with the concurrence of the President of Texas Tech University and Texas Tech University Health Sciences Center, Foundation assets are assigned to the Academic Colleges and Schools that were responsible for the procurement of those assets through the Foundation, and with similar concurrence of the President, any funds resulting from the sale of Foundation assets shall be used for the principal benefit of the Academic Schools and Colleges that were responsible for the procurement of those assets.

Section 4. In the event of the dissolution of the Foundation, Foundation funds and assets shall be donated to Texas Tech University or Texas Tech University Health Sciences Center for educational purposes as designated by the Board of Regents.

If at time of dissolution Texas Tech University and Texas Tech University Health Sciences Center are not in existence, funds and assets shall be donated to the State of Texas.

Article X - Amendments

section 1.

The By-Laws may be amended at any regular meeting or at any other meeting, provided that notice containing the proposed amendments is mailed to the members of the Foundation and to the members of the Board of Regents of the University thirty (30) days in advance of the meeting, and provided three-fifths of those Foundation Board members present approve such amendment, and provided final approval is given by the Board of Regents of the University.

As adopted by Texas Tech Research Foundation Board - June 16, 1993

As approved by Texas Tech University and Texas Tech University Health Sciences Center Board of Regents - August 13, 1993

TTRBYLAW

TEXAS TECH UNIVERSITY FOUNDATION
BOARD OF DIRECTORS

Reappointment

(Term expiring August 31, 1994)

John Crews

Reappointment

(Terms expiring August 31, 1996)

Greg Garrison
Danny Johnston
George McCleskey
Charley Trimble

New Appointments

(Terms expiring August 31, 1996)

Evelyn Davies
Kyle Fulton
Delbert McDougal
Clyde Waddell
Bob York
H. C. Zachary

EX-STUDENT RECORD KEEPING AGREEMENT
BETWEEN
TEXAS TECH UNIVERSITY AND
THE TEXAS TECH UNIVERSITY EX-STUDENTS ASSOCIATION

This Agreement is made this ____ day of _____, 1993, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter referred to as UNIVERSITY, and the Texas Tech University Ex-Students Association hereinafter referred to as ASSOCIATION.

WHEREAS, the UNIVERSITY and the ASSOCIATION provide mutually beneficial services, support and information to each other, and whereas the UNIVERSITY and the ASSOCIATION work together to promote the teaching, research, and professional/public service activities of the UNIVERSITY.

The ASSOCIATION will, as directed by its constitution/charter and bylaws, work to assist in providing and making available to the UNIVERSITY and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The ASSOCIATION will seek to perform those functions which the UNIVERSITY cannot provide itself. In turn, the UNIVERSITY will assist the ASSOCIATION by providing certain services as mutually agreed to by the ASSOCIATION and UNIVERSITY.

The ASSOCIATION will turn over to the Office of Development at a mutually agreeable and convenient date the responsibility associated with keeping and maintaining all data on the UNIVERSITY'S alumni. This responsibility includes the maintenance and upkeep of all addresses, biographical information, giving histories, and all other information kept on standard alumni data bases. However, the ASSOCIATION will retain the right to access the information in the data base. In order to facilitate transfer, the ASSOCIATION will transfer the employees currently associated with the record keeping in the ASSOCIATION to the UNIVERSITY.

Nothing contained in the Agreement shall be interpreted to, or interfere with, or prohibit the ASSOCIATION from conducting its annual fund raising activities.

The ASSOCIATION will continue to seek contributions to its annual fund and utilize these funds in stated purposes of the ASSOCIATION bylaws and mission. ASSOCIATION accountants will continue to enter contributions and generate gift receipts as they do at the present time.

The ASSOCIATION will continue to have the right to use alumni records for merchandising purposes. No labels and/or lists will be furnished to any group other than an academic unit without the joint permission of the UNIVERSITY and the ASSOCIATION. ASSOCIATION personnel will be

able to call up labels and lists directly from Administration Information Services and the central computer for its own use.

This agreement shall begin on the ____ day of _____, 19__, and shall continue for 50 years which is the same length as the ground lease contract between the UNIVERSITY and the ASSOCIATION regarding the building.

Chairman, Board of Directors
Texas Tech University
Ex-Students Association

Chairman, Board of Regents
Texas Tech University

OPERATING AGREEMENT BETWEEN
TEXAS TECH UNIVERSITY AND
THE TEXAS TECH UNIVERSITY EX-STUDENTS ASSOCIATION

This Agreement is made this ____ day of _____, 1993, between Texas Tech University, Lubbock, Lubbock County, Texas, hereinafter referred to as UNIVERSITY, and the Texas Tech University Ex-Students Association hereinafter referred to as ASSOCIATION.

WHEREAS, the UNIVERSITY and the ASSOCIATION provide mutually beneficial services, support and information to each other, and whereas the UNIVERSITY and the ASSOCIATION work together to promote the teaching, research, and professional/public service activities of the UNIVERSITY, as enumerated below:

The ASSOCIATION will, as directed by its constitution/charter and bylaws, work to assist in providing and making available to the UNIVERSITY and its students and faculty assets to accomplish the goals and objectives of the UNIVERSITY. The ASSOCIATION will seek to perform those functions which the UNIVERSITY cannot provide itself. In turn, the UNIVERSITY will assist the ASSOCIATION by providing certain services as mutually agreed to by the ASSOCIATION and UNIVERSITY.

The Board of Directors of the ASSOCIATION and the Board of Regents of the UNIVERSITY must assure that the activities of the ASSOCIATION are consistent with the

UNIVERSITY's objectives, goals, and priorities at all times. In order to enhance communicating between the ASSOCIATION and the UNIVERSITY, the ASSOCIATION shall appoint at least one non-voting member to its governing board from the UNIVERSITY, with such member being designated by the President of the UNIVERSITY.

The ASSOCIATION will provide the UNIVERSITY's Office of Institutional Advancement a copy of its constitution/charter, current bylaws, a list of names and addresses of the members of the governing board, and officers of the organization. In addition, a list of employees of the UNIVERSITY participating in the activities of the ASSOCIATION shall be submitted to the Office of Institutional Advancement annually, with special notation should an officer or employee of the UNIVERSITY be appointed or elected to a position as an officer or director of the ASSOCIATION.

The ASSOCIATION shall report to the Chief Fiscal Officer of the UNIVERSITY any monetary enrichment of any officer or employee of the UNIVERSITY. This report shall include the name, position, and the total value of the monetary enrichment received by each individual so named. In the event gifts-in-kind are involved, a similar listing of names, position, and total value of the gift shall be submitted.

The ASSOCIATION shall submit to the Office of Institutional Advancement of the UNIVERSITY on or about the first of each month, a list of the names and addresses of donors who have made a gift or grant of \$500.00 or more, since the last report, in order that the President of the UNIVERSITY may acknowledge such gifts and in order that the Board of Regents of the UNIVERSITY may be so informed. Also, the ASSOCIATION agrees to

provide to the Office of Institutional Advancement on an annual basis, a total dollar value of all gifts and grants received by the ASSOCIATION as well as the total number of alumni contributing. This is to enable the UNIVERSITY to submit a total accounting of gifts and grants to the Council for Financial Aid to Education on an annual basis.

The ASSOCIATION agrees to maintain proper books and records and to retain an independent certified public accountant to perform an audit annually. Three copies of the annual financial report and the audit report shall be submitted to the Chief Fiscal Officer of the UNIVERSITY for distribution to the Vice President for Institutional Advancement of the UNIVERSITY and to the Secretary of State in Austin.

The University will continue to provide the Association funds for operations for the following services (current salaries):

Special Events Director	\$28,032
Special Events Secretary	14,948
Fringe Benefits	7,650
Office Support Expenses	6,500
Hourly Salaries	3,500
Utilities and Custodial, est.	<u>*</u>
	\$60,630

* University will provide for current space, after completion of new building these costs will be split one-third to University and two-thirds to Association. The funding of building maintenance costs will be reviewed and determined on a case by case basis.

This agreement shall begin on the 1st day of September, 1993, and shall continue for 3 years. At the termination of this agreement, all gifts, funds, and property will belong to the ASSOCIATION.

Chairman, Board of Directors
Texas Tech University
Ex-Students Association

Chairman, Board of Regents
Texas Tech University

PC1044

TEXAS TECH UNIVERSITY
OFFICE OF THE ASSOCIATE VICE PRESIDENT
FOR BUSINESS AFFAIRS AND COMPTROLLER

MEMORANDUM

June 16, 1993

TO: Mr. Don E. Cosby
Vice President for Fiscal Affairs

FROM: Max C. Tomlinson
Associate Vice President for
Business Affairs and Comptroller

SUBJECT: Custodial and Utility Rates for Ex-Students Building

The following are the custodial and utility rates for the Ex-Student's building which contains 6232 sq. ft.

<u>Rate</u>	<u>Rate/Sq. Ft.</u>	<u>Total</u>
Custodial	\$0.58	\$ 3,614.56
Utility	\$2.13	\$13,274.16

PROVOST'S REPORT TO THE BOARD OF REGENTS

August 13, 1993

Thank you, Mr. Chairman. I want to touch very briefly on several issues this morning, including--

- information and projections for fall
- a review of progress in SACS accreditation preparation
- update on the Tech Transition Program

But before I do, and if you'll indulge me, I'd like to make some general observations on where we are and where we're headed.

Certainly all of us are aware that the past several years have been difficult ones for higher education generally and more particularly for Texas Tech and universities like ours that don't have a PUF Fund to rely upon.

But I think we're in a position now to reflect a bit on the period we've been through with at least some degree of educated perspective--and observe that even though these haven't been the best of times--that we at Texas Tech University have been able to make the best, I think, of the times we were in.

I believe there are fundamentally two reasons for this. First, the faculty and staff were willing to pick up the slack and go the extra mile by doing more with less. And, second, the President and you, the Board, were willing to reward them to the greatest extent possible for their efforts. Additionally, I think there have been a number of decisions and actions which have enabled us to continue to move ahead.

The first must certainly be the decision to raise admission standards, which was so strongly supported by the Board of Regents. Another has been the Presidential Scholars program--which has been a major thrust by Dr. Lawless and has resulted in our being able to compete for some of the very best students available. A third factor, I think, was the decision to take a voluntary 5% cut in our budget at a critical time. Certainly this strategic move, which was recommended by the President and supported by the Board of Regents, allowed us to cope more effectively with what was to come.

A final factor that I will mention is our strategic planning program which identified some areas of special strength to receive enhanced funding during a time of declining resources. We'll feature one of those areas in our report today.

All of these actions together have allowed us to not only weather the storm, but to continue moving ahead. Rather than our image being tarnished

during difficult times, I think it, in fact, has been enhanced--and that we've moved up a notch in respect as one of the major university's in the state.

Having said that, I guess I need to retreat just far enough to say that I don't think the storm is over. But, because of the positive things we've been able to accomplish together, I feel optimistic about the future, probably more so than at any time in the past 6 or 7 years.

Now let me turn to some information and projections for the fall semester. All indicators are that our total enrollment should be up by perhaps 200 to 300 students. This information is based on the following information:

- new admission from Human Sciences are up from last year (\approx 200)
- registration at summer orientation was up from last year (\approx 378)
- residence hall reservations are also up.

The fact is, the only thing that is down from this same time last year is actual registrations (-100), and I don't have an answer for that. Nevertheless, Dr. Medley is still predicting that enrollment will be up slightly.

As far as the quality of our incoming freshman is concerned, of those admitted--

- 22% are in the top 10 of high school graduating class
- 57% in top quartile
- 92% in top half

Average SAT score is 970, up 7 points from last year--and up 74 points from 1988.

Let me provide you now with a very quick update of our SACS accreditation preparation. Jim Brink, who chairs the Steering Committee, and all of the faculty and staff involved in the process are doing an outstanding job. Jim tells me that all of the committee reports are either completed or will be completed in the next few weeks. Just for your information, comprehensive self-study reports are being prepared in nine areas. Those are:

- Purpose and Effectiveness
- Undergraduate Programs
- Graduate Programs and Research
- Educational Support Services
- Student Support Services
- Financial Resources
- Organization and Administration
- Faculty
- Physical Resources

We hope that the final summary report will be available in the late fall, and all of this is in anticipation of the site visit which will occur April 11-14, 1994. A

committee of twenty-five members, chaired by Dr. Roger Sayer who is the President of the University of Alabama, will visit Texas Tech at that time.

As part of the Self-Study, you'll be interested in knowing that we have conducted a survey of graduates during the past 10 years asking them to evaluate and comment on their educational experience at Texas Tech University. I can tell you that the responses were very positive, but also pointed out several shortcomings that we are addressing. The survey results will be a part of the final report, a copy of which we hope to have in your hands by the December meeting.

Finally, I want to comment on a program that many of you have had a strong interest in and influence upon, and that's the Freshman Seminar which we call Tech Transition. This is a 1-hour credit seminar which is taught in the fall semester to help new freshman make the transition from high school to college. Topics covered include time management, taking exams, aggressive listening, opportunities for advising and counseling, career planning, financial aid, and multicultural awareness.

This fall we will have about 1100 students in 40 sections of the course. This is up from 27 sections last fall. Also this year, I'm told that all freshman scholarship holders in intercollegiate athletics will be enrolled in the seminar.

This concludes my report. Are there any questions.

Our departmental report this morning departs a bit from tradition in that it focuses not on an individual department, but instead, on a Research Institute which is one of the areas of excellence cited in our strategic planning and which, for the first time this session, received special line item funding from the legislature.

Even though the institute has now grown to cross college boundaries, it all started and continues to be focused in the College of Engineering. I've asked Dean Somerville to make the introduction of the speaker, Dr. Kishor Mehta.

TEXAS TECH UNIVERSITY
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TEXAS TECH UNIVERSITY
Lubbock, Texas

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

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Ivey, David C. Assistant Professor	Human Development and Family Studies	9/1/93-5/31/94
Lloyd, Phoebe Assistant Professor	Art	9/1/93-5/31/94
Nell, Sharon D. Assistant Professor	Classical and Modern Languages and Literatures	9/1/93-5/31/94
Robitschek, Christine C. Assistant Professor	Psychology	9/1/93-5/31/94
Sommerich, Carolyn Assistant Professor	Industrial Engineering	1/15/94-5/31/94
Wilson, Hugh Assistant Professor	English	9/1/93-5/31/94

TEXAS TECH UNIVERSITY
Lubbock, Texas

2. For Information Only: Teaching Retirements,
Resignations and/or Terminations
April 1, 1993 to July 1, 1993

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Chmelev, Alexei D. Visiting Assistant Professor	Classical and Modern Languages and Literatures	5/31/93
Kellogg, Virginia Professor	School of Music	5/31/93
Muma, John R. Professor	Speech and Hearing Sciences	8/31/93
Osburn, Jane Visiting Assistant Professor	Economics	5/31/93
Perkins, Jerry D. Professor	Political Science	5.31/93
Platten, Marvin R. Associate Professor	Education	5/31/93
Ringquist, Evan J. Assistant Professor	Political Science	8/31/93
Stapp, Robert B. Visiting Assistant Professor	Economics	5/31/93
Willingham, Welborn K. Professor	Education	5/31/93

Board of Regents
Texas Tech University
August 13, 1993

3. For Information only: Report in Accordance with
Board Policy, Number 04.23

<u>Employee</u>	<u>Administrative Supervisor</u>	<u>Prohibited Relationship</u>
Marsha Beverly Technician IV College of Human Sciences	Lee Beverly Assistant Professor College of Human Sciences	Spouse

APPLICATION FOR WAIVER OF NEPOTISM

- (1) Name of Prospective Employee: Marsha Beverly
- (2) Prospective Proposed Title: Technician IV
- (3) Prospective Employing Department: Education, Nutrition & Restaurant/Hotel Mgt.
- (4) Current Employee's Name, Title and Relationship to the Prospective Employee:
Lee Beverly, Assistant Professor Spouse

- (5) Employee's Current Department: Education, Nutrition & Restaurant/Hotel Mgt.

- (6) Justification for waiver of nepotism in compliance of Board of Regents Policy 04.22:

Lee Beverly, a new faculty member in Food and Nutrition Program, will be arriving in late August. He is an excellent researcher and will be bringing an active grant with him from Syracuse. The grant is complex, dealing with the brain and circulating nutrients. Very complicated work necessary to maintain the grant is done with a lab technician. This technician must possess a very high level of skills and undergo a rather extensive period of training. Dr. Beverly's wife, Marsha, is currently serving as lab technician on the grant. He has requested that she remain in that position when they arrive in Lubbock. The grant is in its final phase and having to hire and train a new technician would jeopardize Dr. Beverly's ability to complete the grant in a timely manner.

- (7) Recommended:

Administrative Officer

Vice President

Director of Personnel

President

- (8) The Board of Regents has approved this waiver of nepotism:

President or Vice President

xc: Personnel File

Attachment B
OP 70.08, Vol. I
4/22/93

TEXAS TECH UNIVERSITY

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

APRIL 1, 1993 THROUGH MAY 31, 1993

Project Activity	Amount	Source of Funds
Reduction of Thermal & Water Stress and Enhancement of Economic Water Conservation Revised Budget \$325,563	250,000	U.S. Dept. of Agriculture Coop Agreement #58-6208-1-1 CFDA #10.001 Amend. No. 2
Role of Propanediol in Anaerobic Bacterial Metabolism	103,681	National Institutes of Health National Inst. of General Medical Sciences CFDA #93.390
Arcjet Electrode Degradation Research Revised Budget \$642,083	236,240	National Aeronautics and Space Admin. No. NAG3-1172 Supplement No. 6 CFDA#43.002
I-Biotreatment of Oil-Soaked Sorbents & Engineering Development of Reactors...	223,400	Tipperary Corporation
II-Biotreatment of Oil-Soaked Sorbents & Engineering Development of Reactors...	107,919	Sub-account of 1454-44-9194 I-Biotreatment of Oil-Soaked Sorbents...
Biotechnologies for the Development of Improved Cotton Fiber Characteristics Revised Budget \$235,023	120,667	Toyobo Company, Ltd.
Ecological Interaction on US Army Installations Revised Budget \$287,352	152,347	Dept. of Interior, US Fish & Wildlife Service Coop AG#14-16-0009-1570 RWO #8 Mod #7. This is the master acct. to eight (8) sub-accts.
LCTA - Hood and Bullis	152,347	Sub-acct of 1463-44-7775 Ecological Interaction on US Army Installation

5.

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1993

I. Summary and Comparison of Travel Costs by Expenditure Classification.

	This Year Quarter <u>I, II & III</u>	Last Year Quarter <u>I, II & III</u>
(a) Commercial Airfare	\$ 839,732.11	\$ 699,322.68
(b) Personal Auto Mileage	134,633.62	117,768.25
(c) Automobile Rental	119,213.48	101,714.09
(d) Per diem (In-State)	344,111.17	327,160.23
(e) Meals and Lodging (Out-of-State)	476,635.66	409,481.29
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>659,964.56</u>	<u>529,321.18</u>
Sub-Total	<u>\$ 2,574,290.60</u>	<u>\$ 2,184,767.72</u>
(g) Intercollegiate Athletic Team Travel	<u>636,962.96</u>	<u>527,659.37</u>
Totals	<u>\$ 3,211,253.56</u>	<u>\$ 2,712,427.09</u>

II. Percent of total travel cost incurred by purpose for Quarters I, II, and III of this fiscal year.

	<u>Percent of Total Travel Cost</u>			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	1.35	6.26	1.27	8.88
(b) Required for research project	1.81	2.41	.30	4.52
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	19.91	24.93	1.35	46.19
(d) To perform official business and duties	5.48	10.61	.60	16.69
(e) Multi-purpose meeting/ paper	<u>1.26</u>	<u>21.74</u>	<u>.72</u>	<u>23.72</u>
Totals	<u>29.81</u>	<u>65.95</u>	<u>4.24</u>	<u>100.00</u>

III. Cities traveled to and number of trips (5,450) for the purposes shown in Section II and for Quarters I, II, and III:

- (a) In-State : Dallas/Fort Worth (734); West Texas Area (652); Austin (557); Houston (298); San Antonio (216); Amarillo (134); El Paso (134); College Station (96); Sierra Blanca (93); Midland/Odessa (86); Others (517).
- (b) Out-of-State : Washington, D.C. (137); Albuquerque (124); New Orleans (121); Chicago (68); Atlanta (67); Denver (52); Los Angeles (49); San Francisco (43); Tulsa (41); Phoenix (40); Others (1,107).
- (c) Out-of-Country: Vancouver, Canada (7); Victoria, Canada (5); Montreal, Canada (4); Tokyo, Japan (4); Toronto, Canada (3); Ottawa, Canada (3); Melbourne, Australia (3); San Juan, Puerto Rico (3); Ft. McMurry, Canada (2); Paris, France (2); Cuernavaca, Mexico (2); London, England (2); Guanajuato, Mexico (2); Hamilton, New Zealand (2); Chiang Mai, Thailand (2); Graz, Austria (1); Vienna, Austria (1); Liege, Belgium (1); Beijing, China (1); Nantang, China (1); Quebec, Canada (1); Norwich, England (1); Bordeaux, France (1); Darmstadt, Germany (1); Frankfurt, Germany (1); Tübingen, Germany (1); Würzburg, Germany (1); Calcutta, India (1); Iizuka, Japan (1); Fukuoka, Japan (1); Ocha Rios, Jamaica (1); Guadalajara, Mexico (1); Mexico City, Mexico (1); Nijmegen, Netherlands (1); Moscow, Russia (1); Bangkok, Thailand (1); Istanbul, Turkey (1); Oxfordshire, United Kingdom (1); Berlin, Germany (1); Ahmedabad, India (1); Calgary, Canada (1); Pordenone, Italy (1); Cancun, Mexico (1); Monterrey, Mexico (1); Dunedin, New Zealand (1); Ekaterinburg, Russia (1); Edinburgh, Scotland (1); Puerto Vallarta, Mexico (1); La Paz, Bolivia (1); Fontainebleau, France (1); Amman, Jordan (1); Antalya, Turkey (1); Noorwijzerhout, Netherlands (1).

6a. The following contract No. MU1400 with Enermart, Inc., for gasoline sales agreement was authorized to be executed in the Minutes of the March 26, 1993, meeting, Item M96.

ARTICLE I

Definitions

For purposes of this Agreement, unless the context hereof requires otherwise, the following definitions shall be applicable:

Section 1.1. The term "gas" shall mean natural gas produced from gas wells (i.e., gas-well gas), gas produced in association with oil (i.e., casinghead gas), and the residue gas resulting from the processing of both casinghead gas and gas-well gas.

Section 1.2. The term "day" shall mean the twenty-four (24) hour period commencing at 8:00 a.m., Central Time, on one calendar day and ending at 8:00 a.m., Central Time, on the following calendar day.

Section 1.3. The term "month" or "Billing Month" shall mean the period extending from 8:00 a.m., Central Time, on the first day of one calendar month to 8:00 a.m., Central Time, on the first day of the next succeeding calendar month, except that the first Billing Month shall commence on the date of the initial delivery of gas hereunder and shall end at 8:00 a.m., Central Time, on the first day of the next succeeding calendar month.

Section 1.4. The term "Mcf" shall mean the volume of gas which occupies a space of one thousand (1,000) cubic feet at a temperature of 60° Fahrenheit and at an absolute pressure equal to the pressure set forth in Subparagraph 3(a) of this Agreement.

Section 1.5. The term "BTU" shall mean British thermal unit and represents the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from 58.5° Fahrenheit to 59.5° Fahrenheit.

Section 1.6. The term "MMBtu" shall mean one million (1,000,000) BTUs.

Section 1.7. The term "heating value" shall mean the number of BTUs produced by the complete combustion, at a constant pressure, of the amount of gas that would occupy a volume of one (1) cubic foot at a temperature of 60° Fahrenheit if saturated with water vapor and at a constant pressure of 14.73 psia and under standard gravitational force (acceleration 980.665 cm per sec. per sec.) with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of the gas and air when the water formed by combustion is condensed to the liquid state.

Section 1.8. The term "psia" shall mean pounds per square inch absolute.

ARTICLE II

Pressure

Section 2.1. Seller shall deliver the gas sold hereunder, or cause such gas to be delivered, at the pressure requested by Buyer; provided, however, that Seller shall not be obligated to deliver, or cause to be delivered, any gas at a pressure in excess of the pressure that is normally available at the Delivery Point(s) or to install or operate any compression facilities in order to deliver the gas at a specific pressure.

ARTICLE III

Measurement of Gas

Section 3.1. Unless otherwise specifically provided herein, the unit of volume for purposes of the measurement of gas delivered hereunder at the Delivery Point(s) shall be one (1) Mcf.

Section 3.2. The computation of the volumes of gas delivered hereunder shall be made in accordance with the American Gas Association Measurement Committee Report No. 3, including the Appendix thereto, as published in April, 1955, and amended or revised from time to time.

Section 3.3. For purposes of the measurement of gas and calibration of meters, the average atmospheric (barometric) pressure at the Delivery Point(s) shall be assumed to be the local pressure as determined by Seller for the area in which the Delivery Point(s) is located unless otherwise specified by Seller.

Section 3.4. Each of the parties hereto acknowledges and agrees that the measuring facilities currently located at the Delivery Point(s) shall be the Official Billing Measurement Station for purposes of this Agreement and that the owner of such official Billing Measurement Station (the "Owner"), or such other party as the Owner and Seller (in the event Seller is not the Owner) may mutually designate, shall perform the reading, calibrating, and adjusting of, and the changing of charts on, the equipment in the Official Billing Measurement Station and shall perform all gas analyses relating to the gas delivered pursuant to this Agreement.

Section 3.5. To the extent permitted by the Owner, each of Buyer and Seller may install, maintain, and operate check measuring instruments and telemeters in, and connected to, the Official Billing Measurement Station for purposes of checking the Owner's meters; provided, however, that all gas measurements required in this Agreement shall be determined by the Owner's meters and further provided that such check measuring and telemetering instruments and connections shall be installed so as not to interfere with the operation or future modification of the Owner's official billing meters and appurtenances. Each party hereto agrees to indemnify, defend, and hold the other party harmless from any and all claims and liabilities incurred by such other party arising from the installation, operation, maintenance, or removal by or for the indemnifying party of such check measuring and telemetering instruments to the Official Billing Measurement Station. Each party hereto shall have access, at reasonable hours, upon giving the other party at least twenty-four (24) hours prior written notice of its desire to obtain such access, and to the extent permitted by the Owner, to such check measuring and telemetering instruments installed by the other party, but the reading, calibrating, and adjusting thereof and the changing of charts thereon shall be performed by such other party.

Section 3.6. If, upon testing, any measuring equipment, is found to be inaccurate by two percent (2%) or less, previous readings of such equipment shall be considered accurate in computing deliveries hereunder. If, upon such testing, any such measuring equipment shall be found to be inaccurate by more than plus or minus two percent (2%), then any previous readings of such billing equipment shall be corrected to zero error for any part of the period since the last test during which such error is known to have existed or which may be agreed upon in actual practice by the parties. In case the period of such error is not definitely known or agreed upon, such correction shall be for a period of one-half of the time elapsed since the date of the last such test but not exceeding a correction period of fifteen (15) days.

Section 3.7. Subject to the approval of the Owner, each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the measuring equipment at the Official Billing Measurement Station.

ARTICLE IV

Maintenance of Equipment

Section 4.1. Each party hereto agrees to maintain any equipment owned by it and used in the performance of its

obligations herein in good, safe, and efficient operating condition and repair.

ARTICLE V

Quality of Gas

Section 5.1. All gas delivered by Seller at the Delivery Point(s) shall conform to the following specifications:

- (a) Liquids: The gas shall be commercially free from water and hydrocarbons in liquid form.
- (b) Hydrogen Sulfide: The gas shall not contain more than one (1) grain of hydrogen sulfide per one hundred (100) cubic feet.
- (c) Organic Sulfur: The gas shall not contain more than ten (10) grains of organic sulfur per one hundred (100) cubic feet.
- (d) Carbon Dioxide: The gas shall not contain more than one percent (1%) carbon dioxide by volume.
- (e) Dust, Gums, etc: The gas shall be commercially free of dust, gums and other solid matter.
- (f) Water Vapor: The gas shall not contain more than seven (7) pounds of water in the vapor phase per million cubic feet.
- (g) Heating Value: The gas shall have a gross heating value of not less than one thousand (1000) Btu's per cubic foot.
- (h) Temperature: The temperature of the gas shall not exceed one hundred (100) degrees Fahrenheit.
- (i) Oxygen: The gas shall not contain more than two-tenths of one percent (0.2%) oxygen by volume.

Section 5.2. If any of the gas delivered by Seller hereunder shall fail to conform to the quality standards described above, Buyer, as its sole remedy, may refuse to accept further deliveries of any gas hereunder; provided, however, that, prior to such refusal to accept further deliveries, Buyer has notified Seller in writing of such nonconformity and Seller has failed to correct such nonconformity within ten (10) days after receipt of such notice.

ARTICLE VI

Heating Value

Section 6.1. The gross heating value as determined by the Seller shall be corrected from the conditions of testing and analysis to that of the actual condition of the gas as delivered, expressed in BTUs per cubic foot and reported at a pressure base of 14.65 psia at 60° Fahrenheit on a dry basis when the gas as delivered contains seven (7) pounds of water or less per one million cubic feet.

ARTICLE VII

Interruptibility of Gas Deliveries

Section 7.1. Buyer acknowledges and agrees that all gas sold under this Agreement may be subject to curtailment or interruption when necessary to protect the health and safety of Seller's customers or to maintain service to Seller's higher priority customers, and that, in the event of such a curtailment or interruption, such curtailment or interruption shall not be the basis for any claim for damages sustained by Buyer. Buyer also agrees that gas sold hereunder is also subject to any applicable curtailment plan and priorities established by any company transporting the gas for Seller.

Section 7.2. In the event a curtailment or interruption of delivery shall become necessary or advisable, Seller shall, as soon as possible prior to the actual curtailment or interruption, notify Buyer by telephone, telegraph, or other means, of the nature, extent, and probable duration of such curtailment or interruption. Buyer shall resume the taking of gas within a reasonable length of time following notification by Seller that gas is again available.

ARTICLE VIII

Ownership and Control

Section 8.1. Seller hereby warrants that (i) it has good title to all gas delivered to Buyer hereunder, (ii) it has the right to sell such gas, and (iii) all such gas is free from any and all liens, encumbrances, and adverse claims. Seller agrees to hold Buyer harmless from and against any adverse claims asserted with respect to any gas delivered hereunder.

Section 8.2. Title to the gas shall pass from Seller to Buyer, upon the delivery thereof, at the Delivery Point(s).

Section 8.3. As between the parties hereto solely, Seller shall be in exclusive control and possession of the gas deliverable hereunder at all times prior to the delivery thereof to or for the account of Buyer and shall be responsible for any damages, losses, or injuries caused thereby or by Seller's handling or delivery thereof (except to the extent such damages, losses, or injuries shall have been caused by the act or omission of Buyer), after which delivery Buyer shall be in exclusive control and possession thereof and responsible for any damages, losses, or injuries caused thereby or by Buyer's handling or receipt thereof (except to the extent such damages, losses, or injuries shall have been caused by the act or omission of Seller). Each of the parties hereto agrees to indemnify, defend, and hold the other party harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) incurred by the indemnified party arising from or relating to any damages, losses, or injuries for which the indemnifying party is responsible pursuant to the foregoing sentence.

ARTICLE IX

Governmental Regulations

Section 9.1. This Agreement is subject to (i) all applicable and valid statutes, ordinances, rules, regulations, and orders of any federal, state, or local governmental authority having jurisdiction over either of the parties, the facilities used in the delivery of the gas sold hereunder, or the subject matter of this Agreement and (ii) the provisions of the applicable franchises, if any, under which Seller and any transporter of the gas operates. Seller and Buyer agree to obtain, if possible, any necessary authority to effectuate the purchase and sale of gas hereunder in the event this Agreement or the purchase and sale of gas hereunder for any reason becomes subject to the jurisdiction of any governmental authority that, as of the date hereof, does not have such jurisdiction.

Section 9.2. Buyer hereby warrants and represents to Seller that none of the gas purchased hereunder will be resold, transported, used, or consumed in any state other than the State of Texas in such a manner or under any circumstances that would cause the gas covered hereunder, Seller, any transporter of the gas, or the facilities associated with the sale and delivery of such gas to become subject to the jurisdiction and regulations of the Federal Energy Regulatory Commission or any successor body having jurisdiction. Buyer recognizes and acknowledges that Seller entered into this Agreement in reliance upon such

warranty and representation and that Seller would have been unwilling to enter into this Agreement in the absences of such warranty and representation. Consequently, Buyer agrees that it will not voluntarily commit the gas purchased hereunder to interstate commerce as that term is defined in the Natural Gas Act, but would do so only under compulsion of governmental authority. Buyer further agrees that, in the event Seller becomes or believes in its sole judgment that it, the transporter, any facilities used or the gas sold hereunder may become subject to the jurisdiction of the Federal Energy Regulatory Commission or any successor body as a result of the performance of its obligations hereunder, Seller may terminate this Agreement immediately and without any prior notice to Buyer.

ARTICLE X

Buyer's Financial Responsibility

Section 10.1. If, during the term of this Agreement, Seller, in its sole judgment, determines that the financial responsibility of Buyer has become impaired or unsatisfactory, advance cash payment or other satisfactory security shall be given by Buyer upon demand of Seller, and deliveries of gas may be withheld until such payment or assurance is received. If such payment or assurance is not received by Seller within fifteen (15) days after demand, Seller may immediately terminate this Agreement without prior notice to Buyer.

Section 10.2. Seller may, without prior notice to Buyer, terminate this Agreement immediately upon the institution by or against Buyer of any proceedings in bankruptcy or under any insolvency law.

ARTICLE XI

Force Majeure

Section 11.1. In the event that either Seller or Buyer is rendered unable, wholly or in part, by reason of an event of force majeure, to perform its obligations under this Agreement, other than to make payment due hereunder, and such party has given notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties, insofar as they are affected by such force majeure, shall be suspended during the continuance of such inability, but for no longer period, and such cause shall, insofar as possible, be remedied with all reasonable dispatch; provided, however,

that the settlement of strikes or lock-outs shall be entirely within the discretion of the party having such difficulty, and the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes or lock-outs by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

Section 11.2. The term "force majeure" as used in this Agreement shall mean any cause not reasonably within the control of the party claiming suspension and includes, but is not limited to, acts of God; strikes; lock-outs; wars; riots; orders or decrees of any lawfully constituted federal, state, or local body; fires; storms; floods; wash-outs; explosions; breakage or accident to machinery or lines of pipe; inability to obtain or delay in obtaining rights-of-way, material, supplies, or labor permits; temporary or permanent failure of gas supply or transportation services; repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Agreement; or any other cause whether of the kind herein enumerated or otherwise.

ARTICLE XII

Remedies Upon Material Default

Section 12.1. If either party hereto shall fail to perform any material covenant or obligation imposed upon it under this Agreement, then in such event the non-defaulting party may, at its option, terminate this Agreement upon acting in accordance with the procedures hereafter set forth in this Section. The non-defaulting party shall cause a written notice to be served on the defaulting party, which notice shall state specifically the cause of terminating this Agreement and shall declare it to be the intention of the non-defaulting party to terminate this Agreement if the default is not cured. The defaulting party shall have thirty (30) days after receipt of the aforesaid notice in which to remedy or remove the cause or causes stated in the termination notice, and, if within such thirty-day period, the defaulting party does so remedy or remove said cause or causes and fully indemnifies the non-defaulting party for any and all consequences of such breach, then such termination notice shall be withdrawn and this Agreement shall continue in full force and effect. In the event that the defaulting party fails to remedy or remove the cause or causes or to indemnify the non-defaulting party for any and all consequences of such breach within such thirty-day period, this Agreement shall be terminated and of no further force or effect from and after the expiration of such thirty-day period.

Section 12.2. Any termination of this Agreement pursuant to the provisions of this Article shall be (i) without prejudice to the rights of Seller to collect any amounts then due Seller for gas delivered prior to the time of termination, (ii) without prejudice to the rights of Buyer to receive any gas for which it has paid but not received prior to the time of termination, and (iii) without waiver of any other remedy to which the non-defaulting party may be entitled.

Section 12.3. The procedures for termination of this Agreement set forth in Section 12.1 above are not applicable to immediate terminations hereof by Seller made in accordance with any other provisions of this Agreement.

ARTICLE XIII

Miscellaneous

Section 13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent that any law, rule, or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule, or regulation shall govern or control.

Section 13.2. This Agreement may not be modified or amended except by the written agreement of the parties hereto.

Section 13.3. No waiver by either party hereto of any default of the other party under this Agreement shall operate as, or be deemed to be, a waiver of any other or subsequent default, whether of a like or different nature.

Section 13.4. Each provision of this Agreement is intended to be several. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Section 13.5. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns and is intended solely for the benefit of Seller and Buyer and their respective successors and permitted assigns and not for the benefit of any other person or entity not a party hereto.

Section 13.6. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

Section 13.7. The descriptive headings of the provisions of this Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

(END OF GENERAL TERMS AND CONDITIONS)

GAS SALES AGREEMENT

THIS GAS SALES AGREEMENT is made and entered into as of the 1st day of September, 1993, by and between ENERMART, INC., a Delaware corporation ("Seller"), and TEXAS TECH UNIVERSITY and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER ("Buyer"), also referred to as the "parties."

W I T N E S S E T H:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase, certain volumes of natural gas in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Sell and Purchase. Subject to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto and made a part hereof for all purposes, Seller agrees to sell and deliver to Buyer at the Delivery Point(s), as hereinafter defined, and Buyer agrees to purchase and accept, during the term of this Agreement, all of the gas that is required for the operation of Buyer's facility located at the Texas Tech University's main campus in Lubbock County, Texas, in the City of Lubbock, Texas; provided, however, that Seller shall have no obligation to sell or deliver gas to Buyer in excess of 4,150 MMBtu per day. This Agreement is subject to the Act of July 30, 1991, 72nd Legislature, First Called Session, Chapter 3, 1991 Texas Session Law Service 4, 71 (to be codified at Texas Natural Resource Code, Section 31.401 and Section 31.402); and to mutual review and acceptance by the General Land Office and Buyer.

2. Delivery Point(s).

(a) The point at which gas is to be sold by Seller to Buyer under this Agreement shall be at the Lubbock Northwest Town Border Station located in Section 15, Block B, in Lubbock County, Texas, near the City of Lubbock, Texas.

(b) The gas is to be delivered by Seller's transporter to Buyer under this Agreement at the points of interconnection between the facilities of Seller or Seller's designee and the facilities of Buyer or Buyer's designee located at existing meters listed on Exhibit "A," and made a part of this Agreement, in Lubbock County, Texas, in the City

of Lubbock, Texas, or at such other point or points as the parties hereto may mutually agree in writing (the "Delivery Point(s)").

3. Price.

(a) The price to be paid by Buyer to Seller shall be Two Dollars and Six Cents (\$2.06) per MMBtu of gas delivered hereunder, as calculated when the gas is measured at a pressure base of 14.65 psia.

(b) In addition to the price to be paid for gas delivered hereunder, Buyer agrees to pay to Seller an amount equal to any and all taxes and charges of any nature imposed on Seller for gas purchased by Buyer hereunder, including, but not limited to, sales taxes, gross receipts taxes, franchise fees, and other similar taxes and charges. Buyer is a State Institution and not subject to State sales taxes.

4. Billing and Payment.

(a) On or before the tenth (10th) day of each calendar month after the month in which deliveries of gas hereunder commenced, Seller shall render to Buyer a single invoice that shows the total MMBtu volume of gas purchased hereunder during the preceding Billing Month and the monies due therefor, including any amounts due for taxes and charges paid by Seller for which Buyer is obligated under this Agreement to reimburse Seller. Invoice shall list each meter, along with the meter number, location, Mcf consumption, Btu adjustment, and price. Buyer shall pay such invoice within ten (10) days after the date thereof and shall send such payment to the address of Seller noted on the invoice.

(b) In the event Buyer fails to pay the full amount due Seller when the same becomes due, interest thereon shall accrue from the date that such payment became due until it is paid in full at the interest rate per annum then most recently announced publicly by Citibank, N.A., New York, New York, as its prime rate. If Buyer is still in default ten (10) days after the due date, Seller may, in addition to any and all other remedies available to Seller, and after giving reasonable written and verbal notice to Buyer, suspend further deliveries of gas to Buyer under this Agreement.

(c) All invoices and payments are subject to correction by either party for any errors contained therein until twelve (12) months after the date Seller received payment on an incorrect invoice or received an incorrect payment.

5. Term. This Agreement shall become effective as of September 1, 1993, and shall continue in full force and effect through August 31, 1994.

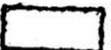
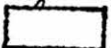
6. Assignment. This Agreement may not be assigned by Buyer without the prior written consent of Seller. In the event Buyer assigns this Agreement without Seller's consent, such assignment shall be null and void and Seller may, in its sole discretion, immediately terminate this Agreement without notice to Buyer.

7. Notices. Any notice required to be given under this Agreement or any notice which either party hereto may desire to give the other party shall be in writing and shall be considered duly delivered when hand-delivered or when deposited in the United States mail, postage prepaid, registered or certified, and addressed as follows:

If to Seller: ENERMART, INC.
P. O. Box 650205
Dallas, Texas 75265-0205
Attention: Industrial Sales
Department

If to Buyer: TEXAS TECH UNIVERSITY and
TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER
P. O. Box 4708 41101
Lubbock, Texas 79409-41101
Attention: ~~Mr. Jay Buffington~~
Ms Patricia Hernandez

APPROVED



or such other address as Seller, Buyer, or their respective successors or permitted assigns shall designate by written notice given in the manner described above. Routine communications, including monthly invoices, may be mailed by ordinary mail and are deemed delivered when hand-delivered or when deposited in the United States mail, postage prepaid, and addressed to the above-designated name and address.

8. Attachments. The General Terms and Conditions attached hereto are expressly incorporated herein and made a part of this Agreement for all purposes, and all references herein and therein to "this Agreement" include the terms and provisions contained herein and in such General Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed
this Gas Sales Agreement as of the date first above written.

SELLER:
ENERMART, INC.

By: _____
Dan L. Lindsey, President

BUYER:
TEXAS TECH UNIVERSITY and
TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER

By: _____
Robert W. Lawless
President

Date: 6/2/93

REVIEWED FOR FISCAL IMPLICATIONS

By: _____
Don E. Cosby, Vice President
for Fiscal Affairs

Date: 6-2-93

REVIEWED FOR FORM

By: _____
Pat Campbell, Vice President
and General Counsel

Date: 6-2-93

EXHIBIT "A"

TEXAS TECH METERS

<u>ACCOUNT NUMBER</u>	<u>METER NUMBER</u>	<u>LOCATION</u>
056-070-02990-0	ORIFICE 900-0309016	EAST OF INDIANA OFF OF TECH FREEWAY (3307 TECH FREEWAY)
056-070-22980-0	ORIFICE 900-0330098	EAST OF INDIANA OFF OF TECH FREEWAY (3307 TECH FREEWAY)
056-070-02966-0	RANCH HERIT 053-0026415	3300 4TH (ODD SIDE OF 4TH)
056-070-02967-0	MUSEUM 040-5369005	3300 45H (ODD SIDE OF 4TH)
056-070-02969-0	MEDICAL PLANT 003-0810559	3705 4TH (MAIN ENTRANCE TO UMC)
056-070-02965-0	TEXAS TECH 103-8372937	900 HARTFORD

6b. The following contract No. ILEM92006/1 between TTU & TTUHSC was authorized to be executed in the Minutes of the May 14, 1993, meeting, Item M122.

Board Minutes
August 13, 1993
Page 23 303-03-015
2/91

Contract Number ILEM92006/1

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

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

I. CONTRACTING PARTIES:

The Receiving Agency: TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

The Performing Agency: TEXAS TECH UNIVERSITY

II. STATEMENT OF SERVICES TO BE PERFORMED: (See Instructions on Page 4)

WHEREAS, the Sixty-first Legislature created a medical school, now called Texas Tech University Health Sciences Center and the Sixty-fifth Legislature and subsequent Legislatures appropriated money for construction and operations of said school; and

WHEREAS, Texas Tech University has been organized with a central services staff, equipment and facilities to serve both the Health Sciences Center and the University the parties contract and agree as follows:

The Performing Agency agrees to furnish to the Receiving Agency for the term
(See Page 2)

III. BASES FOR CALCULATING REIMBURSABLE COSTS: (See Instructions on Page 4)

- (a) Reimbursement of the percentage of time each office of Performing Agency is used in the performance of this contract shall be calculated as near as practicable each month, and then applied against the month's operating cost of each office used in the performance of this contract, with salaries, wages and other expenses calculated as permitted by annual budget approved by the Board of Regents, to be billed and charged by itemized monthly vouchers.

(SEE PAGE 2)

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Seven Million Dollars and no/100
(Words and figures)
(\$7,000,000)

V. PAYMENT FOR SERVICES: (See Instructions on Page 4)

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

Payments for service performed shall be billed: Monthly
(Weekly, monthly, lump sum, etc.)

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

SCHEDULE A

II. STATEMENT OF SERVICES TO BE PERFORMED: (Continued from Page 1)

of this contract the following categories of support for the operation of the Health Sciences Center:

- (a) professional services
- (b) consumable supplies and materials
- (c) current and recurring operating expenses
- (d) services of the Central Warehouse and Stores
- (e) travel expense
- (f) utilities

In addition, the Performing Agency does by these presents rent and demise unto the Receiving Agency the following described property, to-wit:

All of the building on the Texas Tech University campus designated as Building No. 192 and known as Thompson Hall, consisting of approximately 83,000 square feet of floor space.

The Receiving Agency shall take care of the property and its fixtures and suffer no waste; and shall, at its expense and costs, keep the said premises in good repair; keep the plumbing in good working condition; closets, pipes and fixtures belonging thereto in repair and at the end of the Agreement shall deliver the premises in good order and condition, natural wear and tear and damages by fire and the elements or excepted.

The Receiving Agency agrees to make no improvements or alterations to the premises without prior written consent and approval by the university or its designated agent.

In this connection, the Receiving Agency agrees that all costs of renovation, repair or other expenses or alterations necessary to place the premises in a condition (SEE ATTACHMENT PAGE)

III. BASES FOR CALCULATING REIMBURSABLE COSTS: (Continued from Page 1)

Utilities	\$5,034,000
Communications Services	685,000
Supplies & Materials	615,000
Computer Charges	500,000
Thompson Hall	166,000
	<u>\$7,000,000</u>

VI. TERM OF CONTRACT:

Board Minutes
August 13, 1993
Page 25, and

This Contract is to begin September 1, 1993

shall terminate August 31, 1995 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110, Texas Education Code
(Statute, Constitution, Special Provision of Appropriation Bill)

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code
(Statute, Constitution, Special Provision of Appropriation Bill)

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

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
Name of Agency

TEXAS TECH UNIVERSITY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

Robert W. Lawless, President

Robert W. Lawless, President

Title

Title

Date: 6/3/93

Date: 6/3/93

EXAMINED and APPROVED this the _____ day of _____, AD., 19 _____

STATE PURCHASING AND GENERAL
SERVICES COMMISSION

By: _____

CONTRACT PREPARATION AND SUBMISSION FOR APPROVAL

1. Services amounting to Two Thousand Five Hundred Dollars (\$2,500.00) or more for the fiscal year must be in writing on State Purchasing and General Services Commission Form No. 303-03-015.* Prior approval by the State Purchasing and General Services Commission is required before effective date.

2. An original and two copies of the proposed contract, properly executed by the contracting agencies, must be submitted to the State Purchasing and General Services Commission. Upon approval, the State Purchasing and General Services Commission will execute and number the three documents and forward one copy to each contracting agency.

3. Paragraph II. The kinds and amounts of services to be rendered must be specifically listed and in sufficient detail to clearly describe the services contracted for. If additional space is needed, please prepare an attachment labeling it Schedule A.

4. Paragraph III. A basis for calculating reimbursement must be shown for each of the kinds of services listed in Paragraph II—"Statement of Services to be Performed", such as services of employees, service of materials, services of equipment, services of consultant, subcontracting cost or purchase of equipment.

5. Paragraph V. All vouchers for reimbursement must be submitted on the Comptroller's Interagency Transaction Voucher Form No. 73-140 (Revised 1-90/2) by the performing agency, and must be submitted to and approved by the State Purchasing and General Services Commission before payment, regardless of funds used. Voucher statements must coincide or "match up" with each of the items of contract services listed in Paragraph II.

*INTERAGENCY SERVICES AMOUNTING TO LESS THAN TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)

An interagency service amounting to less than Two Thousand Five Hundred Dollars (\$2,500.00) does not require a written contract or advance approval by the State Purchasing and General Services Commission. However, the reimbursement voucher must be processed through the State Purchasing and General Services Commission, itemizing the services performed and containing this statement:

"Interagency services performed as authorized in Article 4413(32), Sec. 4, V.T.C.S."

ATTACHMENT PAGE

II. STATEMENT OF SERVICES TO BE PERFORMED: (Continued from Page 2)

satisfactory for their use shall be borne by and be at the exclusive expense of the Receiving Agency and at no expense to the Performing Agency.

The Receiving Agency shall bear all maintenance, custodial services, utilities and other similar operating expenses during the term of such Agreement.

The Agreement may be terminated by either party by giving thirty (30) days written notice directed to the President of the respective institutions at Lubbock, Texas, and in such event any prepaid rent shall be refunded by the Performing Agency.

6c. The following contract No. MU1399 with City Transit Management Company for campus bus service was authorized to be executed in the Minutes of the May 14, 1993, meeting, Item M125.

Resolution No. 4131
April 22, 1993
Item #27
Contract No. MU1399

AGREEMENT

The Agreement, made and entered into this 22nd day of April, 1993, by and between CITY TRANSIT MANAGEMENT COMPANY, INC. (hereinafter referred to as the "Company"), TEXAS TECH UNIVERSITY AND TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City")

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking problems on the campus of the University as it relates to the expanding campus and the increasing number of commuting students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said University campus; and

WHEREAS, Company and City have entered into a management agreement dated September 22, 1988, in which City is obligated to provide all capital assets for the operation of the public transportation services in and around the City of Lubbock, including the services provided under the Agreement; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.

Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately eleven (11) buses will be provided by the Company during the period beginning September 1, 1993, and terminating on August 31, 1994, provided, however, that either the Company or the University may terminate said bus service upon thirty (30) days' written notice delivered to the other party by registered mail.

II.

Bus Operations

With respect to bus operations, Company and University agree that the following conditions shall apply:

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 37 with driver-operated front and side doors. The

Company will provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service, commencing on September 1, 1993, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route, removal of a route, or addition of a new route is necessary or desirable, Company shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon University's request. The changes to be made by Company, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said periods, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of Twenty-Nine and 75/100 Dollars (\$29.75) per hour base rate for the academic year (1993-1994) for each bus used in said service, provided that a minimum of 13,500 hours of transportation service per academic year are maintained. Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by Company on a base figure of \$1.05 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel
Cost Above \$1.05 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel
Cost Below \$1.05 per Gallon)

Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month. Such bill to be paid as promptly as possible in usual course of University business. The Company will provide income and expense statement at the end of contract period.

III.

Supplement Bus Service

In addition to the scheduled bus service over specified routes as provided for in Paragraph II hereinabove, Company shall furnish such other supplemental service, if equipment is available, for the transportation of such special groups as may be designated by University. Such supplemental service shall be furnished by Company at any time during the hours from 7:00 a.m. to 11:30 p.m., upon receipt of three (3) days' written notice from University. Company will charge University for providing said supplemental service the sum specified in Subparagraph E of Paragraph II hereinabove, for each bus used in said service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph E of Paragraph II hereinabove, and subject to Paragraph II, Subparagraphs A and B.

IV.

Publicity

University will undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The Company will provide appropriate timetables for the convenience of students. The Company will also provide students with pocket-sized campus maps and place an advertisement in the University Daily at the beginning of the Fall Semester. The Company will obtain the University's approval of any advertisements before placing them in the buses used on campus.

V.

Service Provided

Company will provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and will also provide competent and duly licensed drivers by whom said buses shall be

driven, and Company will assume full and complete responsibility for the condition of said buses and the qualifications and competence of their drivers at all times, and University assumes no obligations whatsoever for either of the same.

VI.

Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of University, and University shall have no control over Company's operations in connection with providing said service except as hereinabove provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

- A. It is recognized by the parties hereto that Company and the City of Lubbock, Texas, have entered into an Agreement for the purpose of Company providing transportation services in and around the City of Lubbock, including to the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and Company. At all times during which Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, University shall be protected under Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least \$100,000 for personal injury to any one person, \$300,000 for each occurrence, and \$50,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" and "Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.
- B. Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to University property arising out

of or resulting from the said bus service operation except that no such reimbursement shall be made for (1) damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

Company agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner and, in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.

Miscellaneous

- A. It is further agreed that this Agreement is made solely for the benefit of University and Company, that it is not made for the benefit of any third person, whether a staff member or student of University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.
- B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality, the University may, upon twelve (12) hours' notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of service. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the _____ day of _____, 1993.

TEXAS TECH UNIVERSITY

CITY TRANSIT MANAGEMENT CO., INC.

Dr. Robert W. Lawless, President

John L. Wilson, Vice President

Date: 5/26/93

ACKNOWLEDGED AND AGREED TO

REVIEWED FOR FISCAL IMPLICATIONS

CITY OF DUBBOCK

Vice President for Fiscal Affairs

David R. Langston, Mayor

Date: 5-26-93

ATTEST:

REVIEWED FOR FORM
TEXAS TECH UNIVERSITY

Betty M. Johnson, City Secretary

APPROVED AS TO CONTENT:

Vice President and General Counsel

Larry Hoffman, Director of Transportation

Date: 5-26-93

APPROVED AS TO FORM:

Harold Willard, Assistant City Attorney

dsirac\misc\lttucontr.

6d. The following contract No. MU606/1, Amendment No. 1 with Lovell Company, Inc., for video games in the residence halls was authorized to be executed in the Minutes of the May 14, 1993, meeting, Item M126.

8/13/93

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Contract No. MU606/1

Amendment No. 1 to Contract No. MU606

Lovell Company, Inc./Texas Tech University

The Agreement between Lovell Company, Inc., Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated February 26, 1990, is amended as follows:

In accordance with Paragraph 17, the contract is hereby extended for one (1) additional year, September 1, 1993, through August 31, 1994.

All other provisions of the Agreement will remain as written and all parties do hereby ratify and confirm such terms, stipulations and conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 14th day of May, 1993.

TEXAS TECH UNIVERSITY

LOVELL COMPANY, INC.

By: Robert W. Lawless
President

By: [Signature]
Date: 6/3/93

Date: 5/26/93

REVIEWED FOR FISCAL AFFAIRS

By: Don E. Cosby, Vice President
for Fiscal Affairs

Date: 5-26-93

REVIEWED FOR FORM

By: Pat Campbell, Vice President
and General Counsel

Date: 3-26-95

7a. The following contract No. 93-1154 with Joe D. McKay Architects, for Page 35
Phase II Improvements to Dan Law Field was authorized for execution in the
Minutes of the January 28, 1993, meeting, Item M74.

ARCHITECTURAL SERVICES

Contract No. 93-1154
Account Number: 3702-42-1505
FP&C Number: 91-23

AGREEMENT

made this the 5th day of July in the year Nineteen Hundred Ninety
Three

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and
through Max C. Tomlinson, Associate Vice President for Business Affairs, and
Joe D. McKay Architects, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications,
assist in receiving bids and provide the administration of
construction contracts for the following project:

1993 Dan Law Field Improvements - Phase Two (FP&C 91-23)

Please refer to Texas Tech University Operating Policy Nos. 76.35 and
76.36 for additional guidance.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a Statement of Probable Construction Cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county, and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to materials, structure, mechanical and electrical systems and such other essentials as

may be appropriate and submit to the Owner a further Statement of Probable Construction Cost. Use of the Texas Tech University Facility Design Manuals Volume I, II, etc., are required to maintain quality and safety standards for the institution and should be used as a reference guide.

5. Prepare from the approved Design Development Documents, for approval by Owner, Working Drawings and Specifications and determine what patent licenses are needed and obtain same.

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts. Individual and unusual circumstances may vary and can be taken in account by the owner.

If the project should exceed the approved funding, the Architect shall redesign the project to within the stated construction budget, reproduce plans and specifications as necessary to re-bid the project at no additional cost to the Owner.

7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

The Architect shall make weekly site visits and submit a written field report to the Owner to maintain familiarity with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with contract documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.

11. Provide design compliance with Americans with Disabilities Act, Public Law 101-336, July 26, 1990, in addition to any and all federal or state government handicapped or Civil Rights Act (1991) requirements.
12. Architect must provide proof of liability - omissions insurance for the duration of the project.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical, and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.
2. The Owner may furnish such legal, accounting, and insurance counseling services as he may deem necessary for the project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing copies of all required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
2. When project or any part thereof is not constructed, the least of the following shall govern: (1) lowest bona fide bid received from the qualified bidder for any or all of such work, (2) the latest detailed cost estimated, or (3) the Architect's latest statement of probable cost.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of Probable Construction Cost.

ALTERNATES

1. Alternates prepared by the Architect which exceed the project budget and which are not specifically requested by the Owner and which are not constructed, shall not be included in the construction cost for purposes of computing the Architect's fee.
2. Alternates which are specifically requested and approved by the Owner and not constructed shall be included in the construction cost for the purpose of computing the Architect's compensation, excluding Construction Phase services.

E.

COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services 8 % of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in Paragraph D above.

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

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

F.

ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

Direct personnel expense shall be based on an amount of 1.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be at the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Architect's consultants shall provide complete support of the Architect's Basic Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

Joe D. McKay Architects

7008 Salem Avenue, Suite 100

Lubbock, TX 79424

likewise, termination by the Architect shall be accomplished by directing written notice to:

Associate Vice President of Facilities
Planning and Construction
Texas Tech University
Box 42014
Lubbock, Texas 79409-2014

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

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 to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
JOE D. MCKAY ARCHITECTS

By: _____
Max C. Tomlinson, Associate Vice
President for Business Affairs
and Comptroller

Date: 7/7/93

By: _____
Date: 7-10-93

7b. The following contract No. 93-1141 with Ronnie Zahn Paving, Inc., for bus system ADA accessibility improvements was authorized to be executed in the Minutes of the March 26, 1993, meeting, Item M100.

8/13/93

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CONSTRUCTION SERVICES

Contract No. 93-1141

Account Number 3702-45-2463

AGREEMENT

THIS AGREEMENT, made this 21st day of May, 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 Ronnie Zahn Paving, 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 Bus System Improvements, Summer 1993 - Concrete and Brick Paving Including Related ADA Accessibility Improvements.

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 One Hundred Twenty-One Thousand Five Hundred Forty-Three Dollars and 40/100

(Written Amount)

\$121,543.40

(Figures)

The above bid price is divided into \$ 53,265.12 dollars for Materials (to be incorporated into the Work) and \$ 68,278.28 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 prior to August 20, 1993.

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 Campus Landscape 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

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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
RONNIE ZAHN PAVING, INC.

By: _____
Robert W. Lawless
President

By: _____

Date: 5/28/93

Date: June 7, 1993

REVIEWED FOR FISCAL IMPLICATIONS

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

Date: 5-28-93

REVIEWED FOR FORM

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

Date: 5-28-93

Lydick-Hooks Roofing Company, Wall/Gates Roof Repairs

7c. The following contract No. 93-1117 with Lydick-Hooks Roofing Company for Wall/Gates roof repairs was authorized to be executed in the Minutes of the March 26, 1993, meeting, Item M101.

CONSTRUCTION SERVICES

Contract No. 93-1117
Account Number 3702-42-1490

AGREEMENT

THIS AGREEMENT, made this 13th day of April, 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 Lydick-Hooks Roofing Co. of Lubbock, 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 Wall/Gates Roof Repairs (FP&C 92-13).

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 One Hundred Thirteen Thousand Seven Hundred Ninety-Five Dollars and no/100.
Includes Base Bid and Alternates One and Two
(Written Amount)

\$113,795

(Figures)

The above bid price is divided into \$ 33,383 dollars for Materials (to be incorporated into the Work) and \$ 80,412 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 in 150 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 \$ 225 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 Facilities Planning and Construction.

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
LYDICK-HOOKS ROOFING CO. OF
LUBBOCK, INC.

By: Robert W. Lawless
President

By: _____
Date: 5/14/93

Date: 4/20/93

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 4-16-93

H. Construction Systems, Inc., d.b.a. Hamilton Roofing Company, Hulen/
Clement Roof Repairs

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7d. The following contract No. 93-1118 with Hamilton Roofing Company, for Hulen/Clement roof repairs was authorized to be executed in the Minutes of the March 26, 1993, meeting Item M102.

CONSTRUCTION SERVICES

Contract No. 93-1118
Account Number 3702-42-1484

AGREEMENT

THIS AGREEMENT, made this 13th day of April, 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 H. Construction Systems, Inc., d.b.a. Hamilton Roofing 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 Hulen/Clement Roof Repairs (FP&C 92-15).

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 One Hundred Thirty Thousand Seven Hundred Sixty-Five Dollars and no/100,
Includes Base Bid and Alternates One, Two and Four
(Written Amount)

\$130,765

(Figures)

The above bid price is divided into \$ 39,730 dollars for Materials (to be incorporated into the Work) and \$ 91,035 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 in 180 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 \$ 225 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 Facilities Planning and Construction.

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 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
H. CONSTRUCTION SYSTEMS, INC.
d.b.a. HAMILTON ROOFING CO.

By: _____
Robert W. Lawless
President

By: _____
Louis W. Howell, II, Vice Preside
Date: 5-10-93

Date: 4/22/93

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs

Date: 4-22-93

7e. The following contract No. 93-1119 with Pharr & Company, for Fisheries and Wildlife Renovation phases III & IV was authorized to be executed in the Minutes of the March 26, 1993, meeting, Item M103.

CONSTRUCTION SERVICES

Contract No. 93-1119
Account Number 3709-42-1496

AGREEMENT

THIS AGREEMENT, made this 16th day of April, 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 Co., Inc. d.b.a. Pharr and 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 Fisheries and Wildlife Renovation Phases III & IV (FP&C 92-22).

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 Thirty-Nine Thousand Forty-Three Dollars and no/100.
Includes Base Bid and Alternates One and Two
(Written Amount)

\$339,043

(Figures)

The above bid price is divided into \$ 254,282.25 dollars for Materials (to be incorporated into the Work) and \$ 84,760.75 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 in 230 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 \$ 500 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 AND COMPANY

By: Robert W. Lawless
President

By: ✓
Date: 5/3/93

Date: 4/28/93

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs - *acting*

Date: 4/28/93

4:04

7f. The following contract No. 93-1144 with C.B. Thompson Construction Company for the installation of the CHACP II above ground fuel storage was authorized in the Minutes of the May 14, 1993, meeting, Item M130.

CONSTRUCTION SERVICES

Contract No. 93-1144
Account Number 3702-45-8196

AGREEMENT

THIS AGREEMENT, made this 4th 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 C. B. Thompson Construction 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 CHACP II - Above Ground Fuel Storage Installation

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 Twenty Thousand Four Hundred Eighty Dollars and no/100

(Written Amount)

\$220,480

(Figures)

The above bid price is divided into \$ 168,050 dollars for Materials (to be incorporated into the Work) and \$ 52,430 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 in 130 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 \$ 500 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 Engineer.

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
C. B. THOMPSON CONSTRUCTION COMPANY

By: _____
Robert W. Lawless
President

By: _____
Date: 6-22-93

Date: 6/14/93

REVIEWED FOR FISCAL IMPLICATIONS

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

Date: 6-14-93

REVIEWED FOR FORM

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

Date: 6-14-93

4:04

CONSTRUCTION SERVICES

Contract No. 93-1142
Account Number 3702-42-1505

AGREEMENT

THIS AGREEMENT, made this 24th day of May, 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
Wardroup & Associates, 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
1993 Dan Law Field Improvements - Phase Two

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 Twenty-Nine Thousand Three Hundred Twenty-Three Dollars and no/100

(Written Amount)

\$229,323

(Figures)

The above bid price is divided into \$ 129,323 dollars for Materials (to be
incorporated into the Work) and \$ 100,000 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 by November 1, 1993.

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 Texas Tech University Facility Planning and Construction.

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
WARDROUP & ASSOCIATES

By: Robert W. Lawless
President
Date: 5/20/93

By: _____
Date: 6-4-93
DENNIS W. WARDROUP PRES.

REVIEWED FOR FISCAL IMPLICATIONS

Don E. Cosby, Vice President
for Fiscal Affairs
Date: 5-28-93
REVIEWED FOR FORM

Pat Campbell, Vice President
and General Counsel
Date: 5-28-93

Tisdell and Associates, Architects, Replace Roofs on Shops & Administration

7h. The following contract No. 93-1143 with Tisdell and Associates for Physical Plant repair of replacing roofs on shops and offices was authorized to be executed in the Minutes of the May 14, 1993, meeting, Item M133.

Board Minutes
August 13, 1993
Page 60

ARCHITECTURAL SERVICES

Contract No. 93-1143
Account Number: 0243-42-1506
FP&C Number: 93-15

AGREEMENT

made this the 27th day of May in the year Nineteen Hundred Ninety Three

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Max C. Tomlinson, Associate Vice President for Business Affairs, and Tisdell and Associates, Architects, Lubbock, Texas.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of construction contracts for the following project:

Physical Plant - Replace Roofs on Shops &
Administration (FP&C 93-15)

Please refer to Texas Tech University Operating Policy Nos. 76.35 and 76.36 for additional guidance.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a Statement of Probable Construction Cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county, and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to materials, structure, mechanical and electrical systems and such other essentials as

may be appropriate and submit to the Owner a further Statement of Probable Construction Cost. Use of the Texas Tech University Facility Design Manuals Volume I, II, etc., are required to maintain quality and safety standards for the institution and should be used as a reference guide.

5. Prepare from the approved Design Development Documents, for approval by Owner, Working Drawings and Specifications and determine what patent licenses are needed and obtain same.

Advise the Owner of any adjustments to the previous Statement of Probable Construction Cost caused by changes in the scope of the work or by general market conditions.

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts. Individual and unusual circumstances may vary and can be taken in account by the owner.

If the project should exceed the approved funding, the Architect shall redesign the project to within the stated construction budget, reproduce plans and specifications as necessary to re-bid the project at no additional cost to the Owner.

7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

The Architect shall make 1 per week site visits and submit a written field report to the Owner to maintain familiarity with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with contract documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.

11. Provide design compliance with Americans with Disabilities Act, Public Law 101-336, July 26, 1990, in addition to any and all federal or state government handicapped or Civil Rights Act (1991) requirements.
12. Architect must provide proof of liability - omissions insurance for the duration of the project.

C.

THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical, and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.
2. The Owner may furnish such legal, accounting, and insurance counseling services as he may deem necessary for the project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing copies of all required "As Built" documents.

D.

CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
2. When project or any part thereof is not constructed, the least of the following shall govern: (1) lowest bona fide bid received from the qualified bidder for any or all of such work, (2) the latest detailed cost estimated, or (3) the Architect's latest statement of probable cost.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of Probable Construction Cost.

ALTERNATES

1. Alternates prepared by the Architect which exceed the project budget and which are not specifically requested by the Owner and which are not constructed, shall not be included in the construction cost for purposes of computing the Architect's fee.
2. Alternates which are specifically requested and approved by the Owner and not constructed shall be included in the construction cost for the purpose of computing the Architect's compensation, excluding Construction Phase services.

E. COMPENSATION AND PAYMENT

The Owner agrees to pay the Architect as compensation for the basic services 8 % of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in Paragraph D above.

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

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

F. ADDITIONAL SERVICES

Services not included under the Basic Service article of this agreement shall be considered additional services.

Such additional services and related expenses shall be as mutually agreed upon in writing by the Owner and Architect prior to the beginning of any work. Compensation for additional services shall be as follows:

1. Direct Personnel Expense

Reimbursement for direct personnel expense of those principals, associates, and employees of the firm who are assigned to and are productively engaged on the project providing such services as research, designing, preparing drawings and writing specifications.

Direct personnel expense shall be based on an amount of 1.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

Architect shall be reimbursed for his direct cost of such expenses as reproduction, postage, out-of-state travel and communications directly related to such agreed additional services.

3. The cost of preparing change orders due to the Architect's error or omission shall be the responsibility of the Architect.

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be at the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. The Architect's consultants shall provide complete support of the Architect's Basic Services including site visitations during Project Administration and checking shop drawings.

It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

There shall be no discrimination against any employee or applicant for employment because of race, religion, color, national origin, age, handicap or sex.

J. ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. Said records shall be preserved for a period of three years after final payment.

K. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party on thirty (30) days written notice to the other party for failure or refusal to perform in accordance with the terms and conditions of this agreement. Such termination shall be made by the Owner, giving written notice directed as follows:

Tisdell and Associates, Architects

3416 Joliet Avenue

Lubbock, TX 79413

likewise, termination by the Architect shall be accomplished by directing written notice to:

Associate Vice President of Facilities
Planning and Construction
Texas Tech University
Box 42014
Lubbock, Texas 79409-2014

In the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, and based upon completion of work through any phase under the fee basis as applicable, or on a direct personnel expense basis as mutually agreed.

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Architect whether the project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the project. The Drawings and Specifications may be used by the Owner on other projects, for additions to this project, or for completion of this project by others at no additional charge to Owner.

M. SUCCESSORS AND ASSIGNS

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

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

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

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

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 to act for and on behalf of Owner.

This designation shall remain in full force and effect until and unless Architect is otherwise notified in writing by Owner and directed to Architect at the address above set forth.

Venue shall be in Lubbock County, Texas.

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

ARCHITECT
TISDEL AND ASSOCIATES, ARCHITECTS

By: _____
Date: 6-9-93

Date: 6/7/93

8a.

SUMMARY
June, 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
June, 1993	291	\$973,264.71	36	\$43,819.00	3	\$31,245.00	330	\$1,048,328.71
June, 1992	488	\$1,221,889.12	34	\$98,295.00	2	\$5,022.25	524	\$1,325,206.37
CUMULATIVE:								
September 1, 1992 Through June 30, 1993	4,941	\$3,747,458.75	497	\$2,056,931.06	32	\$87,836.58	5,470	\$5,892,226.39
September 1, 1991 Through June 30, 1992	5,884	\$3,727,975.24	580	\$1,435,536.62	37	\$343,399.14	6,501	\$5,506,911.00

*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 July 5, 1993

June 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	\$6,419.00	\$140,432.88	\$239,661.81
B. Trusts & Bequests	\$0.00	\$0.00	\$200.00
Sub Total	\$6,419.00	\$140,432.88	\$239,861.81
2. NON-ALUMNI INDIVIDUALS			
A. General	\$68,143.62	\$2,502,840.18	\$1,077,834.14
B. Trusts & Bequests	\$100.00	\$132,765.84	\$551,893.04
Sub Total	\$68,243.62	\$2,635,606.02	\$1,629,727.18
3. CORPORATIONS			
A. Grants	\$36,431.09	\$441,236.03	\$797,542.88
B. Matching Gifts	\$3,515.00	\$16,665.00	\$29,449.18
Sub Total	\$39,946.09	\$457,901.03	\$826,992.06
4. FOUNDATIONS			
A. Grants	\$262,345.00	\$1,524,519.84	\$1,483,305.70
B. Matching Gifts	\$20,816.00	\$165,022.25	\$212,518.66
Sub Total	\$283,161.00	\$1,689,542.09	\$1,695,824.36
5. OTHER	\$650,559.00	\$968,744.37	\$1,114,505.59
GRAND TOTAL ALL RECEIPTS	\$1,048,328.71	\$5,892,226.39	\$5,506,911.00

Texas Tech University
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT
June, 1993

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	1,675.00
2. Academic Divisions	52,375.99	485,284.30
3. Faculty Development	0	0
4. Research	814,162.54	1,255,910.69
5 a. Friends of the Library	433.00	5,208.00
b. KTXT-TV	6,434.95	173,472.35
c. Ex-Students Association	2,069.00	64,591.51
d. Southwest Collection	0	5,800.00
e. Museum	7,600.00	634,576.61
f. Ranching Heritage Center	697.23	5,276.35
g. Red Raider Club	0	100.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	250.00	4,000.00
6. Student Financial Aid	51,022.00	488,870.74
7. Other Purposes	13,889.00	441,005.95
8. Matching Gifts	24,331.00	181,687.25
9 a. Endowment Chairs	0	0
b. Endowed Professorships	780.00	28,486.18
c. Endowed Scholarships	39,539.00	1,923,919.88
d. Endowed Programs	3,500.00	104,525.00
10a. GIK Equipment	31,245.00	38,157.97
b. GIK Buildings	0	0
c. GIK Land	0	19,256.00
d. GIK Mineral Interests	0	10.00
e. GIK Other	0	30,412.61
<u>SUBTOTAL:</u>	1,048,328.71	5,892,226.39
11. Rents, Interest, Dividends, etc.	11,124.82	147,906.42
<u>TOTAL:</u>	\$1,059,453.53	\$6,040,132.81

8b.

SUMMARY
June, 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
June, 1993	359	\$122,314.41	114	\$230,559.76	0	\$0.00	473	\$352,874.17
June, 1992	457	\$129,179.05	42	\$295,335.00	0	\$0.00	499	\$424,514.05
CUMULATIVE:								
September 1, 1992 Through June 30, 1993	4,284	\$1,195,690.18	750	\$3,828,595.53	1	\$1.00	5,035	\$5,024,286.71
September 1, 1991 Through June 30, 1992	3,808	\$963,322.50	720	\$1,093,649.27	0	\$0.00	4,528	\$2,056,971.77

*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 July 5, 1993

June 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	\$19,061.16	\$1,698,062.81	\$147,145.50
B. Trusts & Bequests	\$0.00	\$0.00	\$600.00
Sub Total	\$19,061.16	\$1,698,062.81	\$147,745.50
2. NON-ALUMNI INDIVIDUALS			
A. General	\$249,288.26	\$1,212,780.30	\$951,868.20
B. Trusts & Bequests	\$39,025.00	\$423,178.76	\$28,328.41
Sub Total	\$288,313.26	\$1,635,959.06	\$980,196.61
3. CORPORATIONS			
A. Grants	\$12,015.00	\$440,147.09	\$435,905.53
B. Matching Gifts	\$3,235.00	\$28,062.50	\$35,659.00
Sub Total	\$15,250.00	\$468,209.59	\$471,564.53
4. FOUNDATIONS			
A. Grants	\$7,550.00	\$1,047,592.97	\$274,734.00
B. Matching Gifts	\$11,046.00	\$88,234.50	\$79,400.00
Sub Total	\$18,596.00	\$1,135,827.47	\$354,134.00
5. OTHER	\$11,653.75	\$86,227.78	\$103,331.13
GRAND TOTAL ALL RECEIPTS	\$352,874.17	\$5,024,286.71	\$2,056,971.77

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

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	0	60.00
2. Academic Divisions	19,918.41	353,122.52
3. Faculty Development	0	0
4. Research	113.40	20,493.40
5 a. Friends of the Library	51,490.00	60,185.00
b. KTXT-TV	0	3,000.00
c. Ex-Students Association	500.00	1,785.00
d. Southwest Collection	0	0
e. Museum	0	5,000.00
f. Ranching Heritage Center	0	0
g. Red Raider Club	150.00	1,600.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	21,609.93	180,866.18
6. Student Financial Aid	12,086.67	238,793.26
7. Other Purposes	2,165.00	214,212.82
8. Matching Gifts	14,281.00	116,572.00
9 a. Endowment Chairs	150,000.00	150,000.00
b. Endowed Professorships	2,559.82	75,065.37
c. Endowed Scholarships	66,868.99	3,510,792.81
d. Endowed Programs	11,130.95	92,737.35
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>	352,874.17	5,024,286.71
11. Rents, Interest, Dividends, etc.	11,851.73	157,634.47
<u>TOTAL:</u>	\$364,725.90	\$5,181,921.18

SUMMARY
June, 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
June, 1993	650	\$1,095,579.12	150	\$274,378.76	3	\$31,245.00	803	\$1,401,202.88
June, 1992	945	\$1,351,068.17	76	\$393,630.00	2	\$5,022.25	1,023	\$1,749,720.42
CUMULATIVE:								
September 1, 1992 Through June 30, 1993	9,225	\$4,943,148.93	1,247	\$5,885,526.59	33	\$87,837.58	10,505	\$10,916,513.10
September 1, 1991 Through June 30, 1992	9,692	\$4,691,297.74	1,300	\$2,529,185.89	37	\$343,399.14	11,029	\$7,563,882.77

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

SUMMARY
June, 1993

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation

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
June, 1993	710	\$1,221,568.12	162	\$324,766.26	3	\$31,245.00	875	\$1,577,579.38
June, 1992	1,006	\$1,370,933.17	92	\$434,245.68	2	\$5,022.25	1,100	\$1,810,201.10
CUMULATIVE:								
September 1, 1992 Through June 30, 1993	9,779	\$6,000,600.95	1,725	\$6,919,984.84	40	\$89,455.58	11,544	\$13,010,041.37
September 1, 1991 Through June 30, 1992	10,145	\$4,902,627.56	1,679	\$3,540,885.23	42	\$425,191.89	11,866	\$8,868,704.68

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