# TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1986 - 1987

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
August 20, 1987

#### TEXAS TECH UNIVERSITY

Lubbock, Texas

#### Minutes

Board of Regents August 20, 1987

M175. The Board of Regents of Texas Tech University met Thursday, August 20, 1987, at 11:05 a.m. in the Board of Regents suite on campus. The following Regents were present: Mr. Wendell Mayes, Jr., Chairman, Mr. Wesley W. Masters, Vice Chairman, Mr. J. Fred Bucy, Mr. Rex Fuller, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, and Mr. Larry D. Johnson. Regents Jerry Ford and Wm. Gordon McGee, M.D., were absent. University officials and staff present were: Dr. Lauro F. Cavazos, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Bernhard T. Mittemeyer, Executive Vice President, Health Sciences Center; Dr. Eugene E. Payne, Vice President, Office of Finance and Administration; Dr. Robert H. Ewalt, Vice President, Office of Student Affairs; Dr. C. Len Ainsworth, Associate Vice President, Dr. Robert M. Sweazy, Associate Vice President for Research, Dr. Thomas G. Newman, Assistant Vice President for Academic Computing, Office of Academic Affairs and Research; Mr. Pat Campbell, Office of General Counsel; Mr. Elmo M. Cavin, Jr., Vice President for Fiscal Affairs, Health Sciences Center; Mr. T. Jones, Interim Vice President, Ms. Kathryn L. Powell, Interim Executive Director, Office of Development; Mr. Clyde H. Westbrook, Jr., Associate Vice President for Fiscal Management, Health Sciences Center; Mr. Fred J. Wehmeyer, Associate Vice President for Physical Plant and Support Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Dr. Oliver D. Hensley, Associate Vice President, Research Services; Mr. Eric Williams, Assistant Vice President for Physical Plant and Support Services, Health Sciences Center; Mr. Robert L. Bray, Director, Office of Planning; Mr. Joe Sanders, Director, Office of University News and Publications; Mr. Larry J. Tanner, Director, Office of Facility Planning and Construction; Mr. Charlie L. Stallings, Assistant Vice President, Ms. Wanda Senning, Budget Director, Ms. Tamara Seibt, Budget Analyst, Office of Budget and Financial Services; Dr. Michael Mezack, Director of Continuing Education; Mr. Don Rolfe, Director of Internal Audit; Dr. J. Ted Hartman, Dean, School of Medicine; Dr. Laurence Peake, Dean, School of Allied Health; Dr. Carl Stem, Dean, Dr. Robert L. Phillips, Associate Dean for Research, College of Business Administration; Dr. Otto M. Nelson, Associate Dean of Arts and Sciences; and Mrs. Freda Pierce, Secretary of the Board.

Others present were: Mrs. Rex Fuller, Mrs. Carey Hobbs; Ms. Cindi Hobbs; Mrs. Martha Harmon; Ms. Georgette E. Gettel, President, Dr. Thomas G. McLaughlin, Vice President, Faculty Senate; and Mr. James Rickets, <u>Lubbock Avalanche-Journal</u>.

M176. Mr. Mayes called the meeting to order, and read the attached Resolution to Mr. Clyde Westbrook in honor of his retirement. Upon motion made by Mr. Masters, seconded by Mr. Bucy the Board approved the Resolution; Attachment No. Ml. Dr. Cavazos also presented a medallion to Mr. Westbrook.

- M177. Dr. Cavazos introduced Professors Georgette Gettel and Thomas G. McLaughlin as President and Vice President respectively of the Faculty Senate.
- M178. Upon motion made by Mr. Masters, seconded by Mr. Johnson, the minutes of the meeting of May 15, 1987, were approved.
- M179. Mr. Fuller reported for the Finance and Administration Committee. The following eight items (M180 through M187) constitute action taken upon committee recommendation.
- M180. Upon motion made by Mr. Fuller, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents approves the attached FY 1988 Operating Budget for Texas Tech University; Attachment No. M2. the motion a slide presentation was made of the way the budget is formed, and the projected income and expenditures. Mr. Mayes made the following statement: "The Board of Regents recognizes that The Museum plays a role in the area of academics and it has a role in the field of research and exhibits, and its importance to the programs of the university. The Governor has vetoed funding for the second year of the biennium, and at the meeting of the Finance and Administration Committee in Dallas, the members of the Board instructed the administration to study this problem early and to come back to the Board with recommendations about how this can be met. The Board of Regents is committed to the continuance of The Museum, and we don't know how it will be done, but it is likely that we will turn to the people of this area to help with the funding. Most of the people who come in to participate in the activities and to view the exhibits are from this area, and we feel that they will want an opportunity to help with the support of this important community asset."
- M181. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves an extension of the contract with the City of Lubbock to provide campus bus service for \$26.00 per hour plus a fuel adjustment provision based on \$1.05 per gallon for the period of September 1, 1987, to August 31, 1988, and authorizes the President to sign the contract.
- M182. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was 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 \$10,543,688 and authorizes the President to sign the contract.
- M183. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the Statement of General Policy, as attached, to govern the granting of academic scholarships in fiscal year 1988 as authorized by House Bill 1147, Section 54.064, 69th Legislature, Regular Session, 1985; Attachment No. M3.
- M184. Upon motion made by Mr. Fuller, seconded by Mr. Johnson, the following was approved: RESOLVED, that the Board of Regents approves the Statement of General Policy, as attached, to govern the granting of emergency enrollment loans in fiscal year 1988 as authorized by House Bill 1147, Chapter 56, Subchapter D, 69th Legislature, Regular Session, 1985; Attachment No. M4.

- M185. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the Statement of General Policy, as attached, to govern the granting of tuition scholarships in Fiscal years 1988 and 1989 as authorized by House Bill No. 20, Article III, Section 14, 69th Legislature, Regular Session, 1985; Attachment No. M5.
- M186. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the Statement of General Policy, as attached, to govern the Texas Public Educational Grants Program in fiscal years 1988 and 1989 as authorized by House Bill 1147, Subchapter B, Section 56.033, 69th Legislature, Regular Session, 1985; Attachment No. M6.
- M187. Upon motion made by Mr. Fuller, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) To authorize and approve all travel of employees, Attachment No. M7; (b) To approve official travel reimbursements, Attachment No. M8; (c) For approval and payment of all accounts, Attachment No. M9; (d) To sign and/or countersign checks drawn on the Revolving Fund, Attachment No. M10; (e) To sign and/or countersign cashier's checks drawn on the Cashier's Account, Attachment No. M11; (f) To sign and/or countersign checks drawn on the Financial Aids Account, Attachment No. M12; (g) To authorize transfer of funds by wire or other means, Attachment No. M13.
- M188. Mr. Masters reported for the Academic and Student Affairs Committee. The following four items (M189 through M192) constitute action taken upon committee recommendation.
- M189. Upon motion made by Mr. Masters, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves appointment of the individuals on the attached sheet, with tenure; Attachment No. M14.
- M190. Upon motion made by Mr. Masters, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents confers upon Tom B. Stenis the status of Professor Emeritus.
- M191. Upon motion made by Mr. Masters, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents approves the degree program leading to the Master of Science with a major in Restaurant, Hotel and Institutional Management.
- M192. Upon motion made by Mr. Masters, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions on leaves of absence for the individuals listed, Attachment No. M15.
- M193. Mr. Fuller reported for the Campus and Building Committee. The following six items (M194 through M199) constitute action taken upon committee recommendation.

- M194. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the bid of H. R. Bundock Construction in the amount of \$1,072,082 is accepted for construction of a new Meats Laboratory, and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the total project budget is reestablished at \$1,210,000.
- M195. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the gifts-in-kind on the attached list be accepted by the Texas Tech University Board of Regents, and that the President be authorized to approve installation of lights at the Intercollegiate Baseball Field; Attachment No. M16.
- M196. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the bid of Hamilton Roofing Company in the amount of \$49,468 is accepted to replace the roof of the Business Administration Building, and the President is authorized to execute a contract. RESOLVED, that the bid of Lydick Roofing Company in the amount of \$195,214 is accepted to replace the roof on the Law Building, and the President is authorized to execute a contract.
- M197. Upon motion made by Mr. Fuller, seconded by Mr. Johnson, the following was approved: RESOLVED, that the bid of Panhandle Construction Company in the amount of \$116,765 is accepted to repair Cooling Towers Number 1 and 2 in Central Heating and Cooling Plant #2, and the President is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is established at \$116,765.
- M198. Upon motion made by Mr. Fuller, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President to proceed with planning, and to appoint the firm of Tisdel and Associates as project architect to renovate the Science Building. BE IT FURTHER RESOLVED, that the project budget is established at \$1,000,000.
- M199. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) To record July 7, 1987, as completion date for the Agricultural Field Laboratories, Lubbock County water system; (b) To record July 22, 1987, as completion date for the Campus Secondary Electrical Bid Package No. 1.
- M200. Mr. Bucy reported for the Development Committee. The two following items (M201 and M202) constitute action taken upon committee recommendation.
- M201. Upon motion made by Mr. Bucy, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents accepts with appreciation the cash gift of approximately \$11,000 from The Committee to Establish the John R. Bradford Chair in Engineering to initially endow The John R. Bradford Chair in Engineering in accordance with the attached Endowment Agreement, as executed by the Chairman of the Board of Regents; Attachment No. M17.

M202. Mr. Bucy announced that the gifts and grants for the year to date received by Texas Tech University and the Texas Tech University Foundation total \$7,157,660.52. He also reported that the Enterprise Campaign now stands at \$55,595,447.98 which includes pledges as well as other types of gifts; that the matching gifts program was an outstanding success, and more funds are needed to support that category.

M203. Mr. Bucy reported for the Research Committee. The following four items (M204 through M207) constitute action taken upon committee recommendation.

M204. Upon motion made by Mr. Bucy, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the attached statement which designates the Managerial Group for the protection of classified information; Attachment No. M18.

M205. Mr. Bucy announced that the Legislature has recognized the urgent need for more research in our state by appropriating approximately \$60,000,000 for the purpose of research through the higher education institutions. The advanced research program was funded at almost \$20,000,000, and the advanced technology program was funded at almost \$40,000,000. These will be competitive programs through the Coordinating Board, and our faculty can compete for the funds. An advisory Board will give direction to the Coordinating Board in the allocation of these funds.

M206. Mr. Bucy then read the attached statement concerning the appropriation for merit increases; Attachment No. M19.

M207. Mr. Bucy called upon Dean Stem and Dr. Phillips who gave a slide presentation on Research in the College of Business Administration.

M208. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

## Attachments (August 20, 1987)

- M 1. Resolution Honoring Clyde Westbrook; Item M176.
- M 2. Operating Budget for FY 1988; Item M180.
- M 3. General Policy Governing Granting of Academic Scholarships; Item M183.
- M 4. General Policy Governing Granting of Emergency Enrollment Loans; Item M184.
- M 5. General Policy Governing Granting of Tuition Scholarships; Item M185.
- M 6. General Policy Governing Texas Public Educational Grants Program; Item M186.
- M 7. Delegation of Authority to Authorize and Approve All Travel of Employees; Item M187.
- M 8. Delegation of Authority to Approve Official Travel Reimbursements; Item M187.
- M 9. Delegation of Authority to Approve and Pay All Accounts; Item M187.
- M10. Delegation of Authority to Sign and/or Countersign Checks Drawn on Revolving Fund; Item M187.
- Mll. Delegation of Authority to Sign and/or Countersign Cashier's Checks Drawn on Cashier's Account; Item M187.
- M12. Delegation of Authority to Sign and/or Countersign Checks Drawn on Financial Aids Account; Item M187.
- M13. Delegation of Authority to Authorize Transfer of Funds by Wire or Other Means; Item M187.
- M14. Granting of Tenure; Item M189.
- M15. Leaves of Absence; Item M192.
- M16. Gifts-in-Kind in Excess of \$100,000; Item M195.
- M17. Endowment Agreement Establishing The John R. Bradford Chair in Engineering; Item M201.
- M18. Managerial Group for Protection of Classified Information; Item M204.
- M19. Statement by Mr. Bucy Regarding Funds for Merit Increases; Item M206.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of Texas Tech University Board of Regents meeting on August 20, 1987.

(Mrs.) Freda Pierce, Secretary

SEAL.

August 20, 1987

Board Minutes August 20, 1987 Attachment No. Ml Item M176

#### RESOLUTION

#### CLYDE H. WESTBROOK

WHEREAS, Clyde H. Westbrook has for fourteen years served with dedication and has provided outstanding service within the financial organization structure at Texas Tech University Health Sciences Center and Texas Tech University.

WHEREAS, Mr. Westbrook has shown outstanding leadership representing both Texas Tech University Health Sciences Center and Texas Tech University before the Board of Regents.

WHEREAS, Mr. Westbrook has represented these institutions on the local and state level and has demonstrated superior administrative and management capabilities.

WHEREAS, his expertise and professional skills have been of great benefit to his colleagues at these great institutions.

WHEREAS, during the period of his employment with TTUHSC & TTU the appropriated state budget has witnessed significant growth and complexity of financial matters in these institutions has increased dramatically.

WHEREAS, Mr. Westbrook's dedication has resulted in efficient and effective fiscal management which has been beneficial to the citizens of Texas and to the administrative and academic communities of these institutions of higher education.

NOW THEREFORE BE IT RESOLVED, that the Boards of Regents of Texas Tech University Health Sciences Center and Texas Tech University pause in their deliberations to recognize the highly significant contributions to these institutions made by Mr. Westbrook and to salute him for his faithful stewardship and to decree appreciation for his dedicated service; and

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mr. Clyde H. Westbrook.

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AND TEXAS TECH UNIVERSITY

Ву		
	Chairman	-

# OPERATING BUDGET SUMMARY FOR FY 1988

TTU	Unappropriated Balance 9/1/87	Estimated Income	Estimated Expense	Unappropriated Balance 8/31/88
Educational & General Funds Designated Funds Auxiliary Funds Current Restricted Funds Plant Funds Agency Funds Subtotal	\$ 400,000 18,679,734 4,660,000 123,820 0	\$ 83,372,316 23,033,297 39,009,508 1,345,520 655,272 170,789	\$ 83,772,316 23,009,708 38,927,987 1,345,520 655,272 170,789	\$ 0 18,703,323 4,741,521 123,820 0 0
Subtotal	\$23,863,554	\$147,586,702	\$147,881,592	\$23,568,664
TTU MUSEUM				
Educational & General Funds Current Restricted Funds	\$ 0	\$ 459,046 50,253	\$ 459,046 50,253	\$ 0
Subtotal	\$0	\$ 509,299	\$ 509,299	\$0
TOTAL	\$23,863,554	\$148,096,001	\$148,390,891	\$23,568,664
Service Departments	\$ (352,227)	\$ 6,018,631	\$ 6,018,631	\$ (352,227)
Retirement of Indebtedness	\$12,582,247	\$ 15,469,716	\$ 14,778,019	\$13,273,944

Board Minutes August 20, 1987 Attachment No. M2 Item M180

Board Minutes August 20, 1987 Attachment No. M3 Item M183

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF ACADEMIC SCHOLARSHIPS IN FISCAL YEAR 1988

AS AUTHORIZED BY HOUSE BILL 1147, SECTION 54.064,
69TH LEGISLATURE, REGULAR SESSION, 1985

Under House Bill 1147, Section 54.064 (a),

"A student who holds a competitive academic scholarship of at least \$200 for the academic year or summer for which the student is enrolled, and who is either a non-resident or a citizen of a country other than the United States of America, is entitled to pay the fees and charges required of Texas residents without regard to the length of time the student has resided in Texas. The student must compete with other students, including Texas residents, for the academic scholarship and the scholarship must be awarded by a scholarship committee officially recognized by the administration and be approved by the Coordinating Board, Texas College and University System, under criteria developed by the Board."

In order to comply with the requirements that the guidelines for competitive academic scholarships be approved by the Coordinating Board, Texas College and University System, the following guidelines are established for scholarships to meet the academic requirement:

## Entering Undergraduate Scholarships

In order for entering undergraduate scholarships to qualify as an academic scholarship which will waive out-of-state tuition, the requirements must include one of the following:

- 1000 composite on the SAT, or 24 composite on the ACT.
- 2. Graduate in the top 25% of their class from high school.
- 3. Be judged by a committee or panel to possess a skill level above that of most students and to demonstrate the potential for excellence in a given area of study.

## Continuing or Transfer Undergraduate Scholarships

Scholarships for continuing or transfer undergraduate students must contain one of the following requirements:

 3.0 G.P.A. in the academic program in which the student is enrolled,

Board Minutes August 20, 1987 Attachment No. M3, pg. 2 Item M183

- 2. An academic scholarship may be awarded to a student with less than a 3.0 if the student's grade point average for the last semester(s) indicates that the student is currently progressing toward academic excellence.
- 3. Be judged by a committee or panel to possess a skill level above that of most students and to demonstrate the potential for excellence in a given area of study, i.e. music, art, etc.

## Graduate Student Scholarships

To be eligible for competitive academic scholarships, a graduate student must meet the criteria for unconditional admission to the Graduate School. In addition to this general requirement, a graduate student must meet at least one of the following requirements.

- The student must score above the sixtieth percentile on the required entrance examination (generally the GRE or GMAT), based on the most recently available national norms for the student's area of study.
- 2. An entering graduate student must have a 3.0 grade point average on the last sixty credit hours of undergraduate degree work. A continuing graduate student must have a 3.0 grade point average on all previously completed graduate work.
- 3. The student must be judged by an institutional committee or panel to possess a skill level above that of most students, and to demonstrate the potential for excellence in a given area of study, i.e. art, music, etc.

Board Minutes August 20, 1987 Attachment No. M4 Item M184

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF EMERGENCY ENROLLMENT LOANS IN FISCAL YEAR 1988 AS AUTHORIZED BY HOUSE BILL 1147, SUBCHAPTER D, SECTION 56.051 69TH LEGISLATURE, REGULAR SESSION, 1985

Under House Bill 1147, Subchapter D, Section 56.051, each institution of higher education other than a junior college, shall establish an emergency loan program under which students are loaned money to pay tuition and fees.

The tuition bill, as it relates to the payment and rates of tuition charges by an institution and the classification of certain students as residents for tuition purposes, has caused legislative action to insure that students have sufficient financial resources to pay required tuition and fees starting the fall semester, 1985.

The capital funding for this emergency loan program will be provided out of tuition charges at the following rates:

- Resident student benefits—not less than twenty percent out of fifteen percent of each student's tuition charge.
- 2. Nonresident student benefits -- not less than twenty percent out of five percent of each student's tuition charge.

To comply with legislative action, the Texas Tech University Emergency Enrollment Loan Program was created. The Rules establishing loan eligibility criteria are as follows.

- All resident and nonresident undergraduate, graduate, and professional students registered in a degree granting program are eligible.
- 2. Applications will be processed on a first-come, first-served basis.
- 3. The maximum amount of loan per student may not be less than an amount equal to the balance of tuition and required fees owed to the University for the courses in which the student is actually enrolled.
- 4. A promissory note will be initiated with interest rate of five percent per annum, repayment not to exceed ninety days during the regular semester or thirty days for a six-week summer session.
- 5. The promissory note will be considered delinquent if not paid in full by the original due date and subject to fifteen percent interest rate per annum. In the event the loan becomes delinquent, access by the borrower to his or her permanent records and enrollment at the University will be denied until the debt is liquidated. The borrower will be responsible for all legal and collection charges in the recovery of the debt obligation.

Board Minutes August 20, 1987 Attachment No. M4, pg. 2 Item M184

- 6. Repayment of the loan may be deferred according to guidelines established by the Office of Student Financial Aid and the University Collections Office.
- 7. Under guidelines established in item 6, deferred repayment must begin on the earlier of the following dates:
  - a. the first day of the ninth month after the last month in which the borrower was enrolled in a public institution of higher education; or
  - b. the fifth anniversary of the date on which the loan was executed.
- 8. Under rules adopted by the Coordinating Board, the University may extend the time for repayment of undergraduate loans made to students who later enroll in graduate or professional programs at an institution of higher education. The Coordinating Board shall adopt guidelines for determinations of extreme financial hardship and other instances in which the public interest is served if a loan is forgiven. The University shall forgive loans in accordance with those guidelines.

The Office of Student Financial Aid will be responsible for authorizing all loans and informing the Bursar's Office of eligible recipients. The Collections Office will be responsible for collecting all loans.

Board Minutes August 20, 1987 Attachment No. M5 Item M185

STATEMENT OF GENERAL POLICY TO GOVERN THE GRANTING OF TUITION SCHOLARSHIPS IN FISCAL YEARS 1988 AND 1989 AS AUTHORIZED BY HOUSE BILL NO. 20, ARTICLE III, SECTION 14 69TH LEGISLATURE, REGULAR SESSION, 1985

- 1. Scholarships authorized for fiscal years 1988 and 1989 by House Bill No. 20, Article III, Section 14, 69th Legislature, Regular Session, 1985, shall be designated as "Tuition Scholarships."
- 2. Tuition Scholarships shall be processed and granted by or under the supervision of the Director of Student Financial Aid.
- Recipients of such scholarships must be classified as "resident students" as defined by House Bill No. 265 of the 55th Legislature, Regular Session, 1957, and amendments thereto.
- 4. Award shall be based primarily on financial needs, giving consideration to the financial capacity of student's parents, and the student's own efforts to finance his or her education.
- 5. Recipients must be in good standing and be making satisfactory progress in order to receive a scholarship.
- 6. Tuition Scholarships shall be granted to full-time students in an amount not to exceed seventy percent of education costs when combined with other university administered gift aid.

Board Minutes
August 20, 1987
Attachment No. M6
Item M186

STATEMENT OF GENERAL POLICY TO GOVERN
THE TEXAS PUBLIC EDUCATIONAL GRANTS PROGRAM
IN FISCAL YEARS 1988 AND 1989
AS AUTHORIZED BY

HOUSE BILL 1147, SUBCHAPTER B, SECTION 56.033, 69TH LEGISLATURE, REGULAR SESSION, 1985

- Section 1. In order to provide a program to supply grants of money to students attending Texas Tech University in fiscal years 1988 and 1989, the governing board shall cause to be set aside for use as Texas Public Educational Grants, fifteen percent of each resident student's tuition as authorized in Section 54.051 of the Texas Education Code. In fiscal years 1988 and forward, the governing board shall set aside amounts to be specified by the Legislature.
- Section 2. These guidelines shall be submitted to the Coordinating Board, Texas College and University System, for review and approval.
- Section 3. Criteria for Awarding Grants.
  - (a) Grants are to be made only to students who have been accepted for enrollment and who actually enroll in the term or terms for which the grant is awarded.
  - (b) Grants are to be awarded based upon the financial need of the applicant.
  - (c) Financial need is to be determined by use of accepted needs analysis procedures generally in use in other "needs based" financial assistance programs. Deviation from such procedures shall be properly documented.
  - (d) Awards to residents may only be funded through funds set aside from resident student tuition revenues. Awards to nonresident and foreign students may only come from funds set aside from the tuition revenues of such students.
  - (e) Any or all of the fund set aside for Texas Public Educational Grants may be transferred to the Coordinating Board, Texas College and University System, to be used for matching federal or other grant funds for awarding to students at Texas Tech University. Generally, only such amounts as can be equally matched by funds transferred to the Coordinating board shall be returned to the University upon request of the Chief Executive Officer.

Board Minutes August 20, 1987 Attachment No. M6, pg. 2 Item M186

(f) At the end of a fiscal year, if the total amount of the unencumbered funds set aside under this program by the University, together with the total amount of unencumbered funds transferred by the University to the Coordinating Board, Texas College and University System, exceeds 150 percent of the amount of funds set aside by the University in the fiscal year, the University shall transfer the excess amount to the Coordinating Board for the purpose of awarding scholarships as provided by law to students at other institutions.

Board Minutes August 20, 1987 Attachment No. M7 Item M187

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 August 6, 1987, through August 31, 1988:

President

Executive Vice President

Vice President for Academic Affairs and Research

Vice President for Finance and Administration

Vice President for Student Affairs

Vice President for Development

General Counsel

Dean of the College of Agricultural Sciences

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 Home Economics

Dean of the Graduate School

Dean of the Law School

Director of Athletics

Director of Planning

Director of Public Affairs

Director of University News and Publications.

Board Minutes August 20, 1987 Attachment No. M8 Item M187

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 is in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities:

Lauro F. Cavazos, President

Eugene E. Payne, Vice President for Finance and Administration Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller

Charlie L. Stallings, Assistant Vice President for Budgeting and Financial Services

Steve R. Pruitt, Director of Accounting Services

Ted W. Johnston, Manager of Grants and Contracts Accounting

Karen L. Evans, Manager of Accounting Services

James E. Meiers, Manager of Business Services

Sue Higgins, Financial Systems Coordinator

Deana Miller, Accounting Group Supervisor

Lynda Foster, Accounting Group Supervisor

Debra Snelson, Senior Accountant

David Fisher, Accountant

Penny Harkey, Accountant

Connie Schmidt, Accounting Clerk IV

Betty Weaver, Accounting Clerk IV.

c. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities: Eugene E. Payne, Vice President for Finance and Administration Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller

Charlie L. Stallings, Assistant Vice President for Budgeting and Financial Services

Steve R. Pruitt, Director of Accounting Services

Ted W. Johnston, Manager of Grants and Contracts Accounting

Karen L. Evans, Manager of Accounting Services

James E. Meiers, Manager of Business Services

Gloria J. Hale, Manager of Payroll

Sue Higgins, Financial Systems Coordinator

Deana Miller, Accounting Group Supervisor

Lynda Foster, Accounting Group Supervisor

Gerie L. Pirkey, Chief Accountant

Debra Snelson, Senior Accountant

Scott Badgett, Senior Accountant

David Fisher, Accountant

Penny Harkey, Accountant

Connie Schmidt, Accounting Clerk IV

Betty Weaver, Accounting Clerk IV

Becky W. Bolen, Grants and Contracts Billing Specialist.

Board Minutes August 20, 1987 Attachment No. M10 Item M187

d. To sign and/or countersign 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 August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Eugene E. Payne, Vice President for Finance and Administration Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller

Steve R. Pruitt, Director of Accounting Services Ted W. Johnston, Manager of Grants and Contracts Accounting Karen L. Evans, Manager of Accounting Services

Employees who may countersign only:

Gloria J. Hale, Manager of Payroll Deana Miller, Accounting Group Supervisor Lynda Foster, Accounting Group Supervisor.

Board Minutes August 20, 1987 Attachment No. Mll Item M187

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 August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

Eugene E. Payne, Vice President for Finance and Administration Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller

Steve R. Pruitt, Director of Accounting Services
Ted W. Johnston, Manager of Grants and Contracts Accounting
Karen L. Evans, Manager of Accounting Services
Deana Miller, Accounting Group Supervisor
Lynda Foster, Accounting Group Supervisor

Employees who may countersign only:

Belinda Fouse, Assistant Bursar Maria G. Garza, Accountant.

Board Minutes August 20, 1987 Attachment No. M12 Item M187

f. To sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the American State Bank, Lubbock, Texas, effective August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may sign or countersign:

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

Ronny Barnes, Assistant Vice President for Student Affairs Tommie Beckwith, Associate Director of Financial Aids Rodney Carpenter, Assistant Director of Financial Aids Steve R. Pruitt, Director of Accounting Services Ted W. Johnston, Manager of Grants and Contracts Accounting

Employees who may countersign only:

Jo Hutcherson, Financial Aids Advisor Belinda Fouse, Assistant Bursar.

Board Minutes August 20, 1987 Attachment No. M13 Item M187

g. To authorize transfer, by wire or other means, of funds between Texas Tech University depositories, effective August 6, 1987, and to continue until such time as they are separated from the University or assigned other responsibilities:

Employees who may authorize or counter-authorize:

Eugene E. Payne, Vice President for Finance and Administration Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller

Steve R. Pruitt, Director of Accounting Services
Robert J. Hall, Director of Cash Management and Bursar
Winnie Long, Administrative Assistant to the Director of Cash
Management and Bursar.

Board Minutes August 20, 1987 Attachment No. M14 Item M189

# Appointment with Tenure

Wayne C. Hobbs

Professor of Music

Robert Wayne Drummond

Professor of Architecture

Board Minutes August 20, 1987 Attachment No. M15 Item M192

## Leaves of Absence

Approve leave of absence without pay for Dr. Charles E. Butler, Associate Professor of Economics, for the period September 1, 1987, to August 31, 1988. This leave will permit Dr. Butler to teach and do research at the University of Petroleum and Minerals, Dhahran, Saudi Arabia. The experience obtained at a foreign university will broaden his focus and be beneficial to the university.

Approve leave of absence without pay for Dr. Philip A. Dennis, Associate Professor of Anthropology, for the period August, 1987, to December, 1987. Dr. Dennis has the opportunity to teach anthropology under a Fulbright Lectureship in Natal, Brazil. This experience will bring distinction to the department and the university.

Approve leave of absence without pay for Dr. Cora McKown, Professor of Merchandising, Environmental Design and Consumer Economics, for the period September 1, 1987, to May 31, 1988. This leave is requested in order that she may do research of museums in New York and London. The information will be used for textbook and in teaching History of Furnishings.

Approve leave of absence without pay for Dr. Sue Tolleson Rinehart, Assistant Professor of Political Science, from January, 1988, to August, 1988. This leave is requested in order that she may complete a scholarly book and other research projects, which will in turn be beneficial to the university.

Approve leave of absence without pay for Dr. Eric A. Fischer, Assistant Professor of Biological Sciences, for the period September 1, 1987, to May 31, 1988. Dr. Fischer has been awarded an American Association for the Advancement of Science Congressional Fellowship for the 1987-88 academic year. This fellowship will be most beneficial to Dr. Fischer's career as well as promote valuable connections with funding agencies.

Approve leave of absence without pay for Mr. John S. Murray, Professor of Law, from September 1, 1987, to May 30, 1988, in order that he might accept a position as President and Executive Director of the Conflict Clinic, Inc., and Visiting Professor of the Center for Conflict Resolution, George Mason University, Fairfax, Virginia. This experience will help him build a rich background of negotiating experience that will benefit students, and improve contacts with scholars in related areas of psychology, sociology, history and political science.

Approve leave of absence without pay for Dr. Van R. Wood, Assistant Professor of Marketing, from January 1, 1988, to July 15, 1988, in order that he might be a Visiting Professor at the Copenhagen School of Economics and Business. This experience will enhance his international marketing knowledge and his specialty and area of teaching.

Board Minutes August 20, 1987 Attachment No. M15, pg. 2 Item M192

Approve leave of absence without pay for Dr. Paul McGhee, Professor of Human Development and Family Studies, for the period September 1, 1987, to August 31, 1988. Dr. McGhee has received a fellowship/research grant to complete a work in Paris, France, where he will study with international scholars. This opportunity for additional studies will enhance his teaching abilities.

Approve leave of absence without pay for Dr. Harvey Joanning, Associate Professor of Human Development and Family Studies, for the period September 1, 1987, to May 31, 1988. This leave will permit Dr. Joanning to be a Visiting Professor in the Department of Family Environment at Iowa State University, thus enhancing his faculty development through association with another institution.

Approve leave of absence without pay for Dr. Billy I. Ross, Professor of Mass Communications from September 1, 1987, through August 31, 1988. Dr. Ross has the opportunity to serve as a Distinguished Visiting Professor at Louisiana State University, which experience will broaden his teaching experience.

Board Minutes August 20, 1987 Attachment No. M16 Item M195

## Board of Regents Texas Tech University August 20, 1987

## Gifts-in-Kind in Excess of \$100,000

<u>Item</u>	Market Value
Eight (8) poles, with 264 high-intensity, metal halide light fixtures, 1500 watt, 90 vertical footcandles and 100 horizontal footcandles in the outfield, with 120 vertical footcandles and 130 vertical footcandles in the infield.	\$300,000
Electrical Service and Distribution	50,000
Total Construction Cost	\$350,000

Donor - Dan Law (Fields & Co.)

Electrical Contractors Association Carl Teeter (Precision Drilling)

John Fanning (Fanning, Fanning & Associates)

Berwyn Tisdel (Tisdel & Associates)

Lubbock Power and Light

Recipient - Varsity Baseball Field

Department of Intercollegiate Athletics

Texas Tech University

Board Minutes August 20, 1987 Attachment No. M17 Item M201

#### ENDOWMENT AGREEMENT

## Establishing

"THE JOHN R. BRADFORD CHAIR IN ENGINEERING"

This agreement is made as of the \_\_\_\_\_ day of August, 1987, between Gary B. Wood, for and on behalf of the Committee to Establish the John R. Bradford Chair in Engineering, et. al. (hereinafter referred to as the Donors), the Texas Tech University Foundation (hereinafter referred to as the Foundation), acting through and by its Board of Directors, and Texas Tech University (hereinafter referred to as the University), acting through and by its Board of Regents.

### WITNESSETH:

- 1. ACKNOWLEDGMENT: The Board of Directors of the Foundation and the Board of Regents of the University hereby record their gratitude and appreciation to the Donors for their generosity in establishing the John R. Bradford Chair in Engineering, and agree to assume the responsibility in perpetuity for managing the endowed fund, investing and reinvesting its assets, and utilizing and accounting for the investment income to provide for the Chair in accordance with the provisions of this Endowment Agreement. The Foundation hereby acknowledges receipt of the payment of \$10,000.00 by check to initiate this endowment.
- 2. <u>ENDOWMENT</u>: The initial principal of this endowed Chair as described above, and any subsequent additions plus interest therefrom, shall be kept intact in perpetuity and separately accounted for; provided, however, that it may be commingled for investment purposes.

Board Minutes August 20, 1987 Attachment No. M17, pg. 2 Item M201

The Donors may accept additional funds from others wishing to add to the principal fund, and will forward monthly, said additional funds to the Foundation for proper receipting and accounting. Implementation of the Chair is to begin when the principal and accrued income reaches \$1,000,000. In the event that the total \$1 million is not raised by December 31, 1990, the Donors reserve the right to redesignate the fund for professorships and scholarships within the College of Engineering as they may determine at that time. Neither the principal sum of the endowment nor any interest or income earned on such principal sum shall be transferred to any other fund, nor may it be used for any purpose other than for the support of the Bradford Chair. No service or overhead charge may be made directly or indirectly against this account by the Foundation, the University, or their agents. Annually, ninety percent of the accrued income may be expended with the remaining ten percent being returned to the corpus of the endowment to allow for growth and to hedge against uncertain economic factors. The University hereby agrees to furnish to the Board of Directors of the Foundation and to the Chairpersons of all Departments within the College of Engineering, an annual report showing the financial condition, expenses and operation of the Chair. In addition, the University agrees to furnish a copy of the above annual report to John R. Bradford, during his lifetime and thereafter to the heirs of John R. Bradford upon written request by said heirs.

3. <u>OBJECTIVES</u>: The John R. Bradford Chair in Engineering is established in the disciplines of engineering encompassed by the College of Engineering. (Only those engineering departments which are accredited by the accreditation board, or its successor, may

participate.) The primary objectives of the Chair are: (a) to strive for excellence in the education of engineering students in the various fields of engineering by providing a thorough understanding of advanced practices and developing insights and relevancy between science and technological application; (b) to expand and explore the horizons of knowledge of the fields of engineering; and (c) to realize fruitful interaction between the University and those industries utilizing engineers in their scientific and technical operations. It is the wish of the Donors that the Chair be utilized to recruit outstanding engineers as potential faculty members whenever possible. Initial appointment to the Chair shall be for a ten year period; subsequent appointments of seven year duration may be awarded to the recipient following review of the recipient's performance by a committee consisting of: two Chairpersons of the accredited Engineering Departments; three Distinguished Engineers as designated in the traditional recognition program of the College of Engineering and selected by the Board of Directors of the Foundation; the Chairman of the Board of Directors of the Foundation; and the Dean of Engineering. The Dean of Engineering shall chair this committee; the determination shall be made by majority vote.

4. <u>NOMINATION</u>: It shall be the responsibility of the University through a Nominating Committee composed of the Chairpersons of all accredited Engineering Departments and the Dean of the College of Engineering to select the nominee for this Chair. The proposed recipient of this Chair shall have demonstrated to the satisfaction of the Nominating Committee, competency and leadership in his chosen field

Board Minutes August 20, 1987 Attachment No. M17, pg. 4

of engineering and indicated to the satisfaction of the Committee that he would engage in all phases of university life, i.e., teaching, research, and public service. An Approval Committee composed of three Distinguished Engineers (as designated in the traditional recognition program of the College of Engineering) selected by the Board of Directors of the Foundation, the Chairman of the Board of Directors of the Foundation, and chaired by the Dean of the College of Engineering, shall express approval or disapproval of the nominee by majority vote. If disapproved, then the selection process shall be repeated.

Notification of appointment to the Chair shall be made by the President of the University following certification in writing by the Approval Committee.

- 5. <u>VACANCY</u>: After such time as the \$1 million is fully funded or accrued, should the Chair remain unfilled during a calendar year, interest from the principal sum shall be added to the principal to increase the endowment. In the event that the Chair remains unfilled for a period of three consecutive years, the interest from the endowment for the third year plus the interest from each succeeding year shall be transferred to the Ex-Students Association for their use in scholarship funds for engineering students until such time as the Chair is filled. At such time as the Chair is filled, interest from the endowment shall be used for the purposes of the Bradford Chair under the terms of this endowment agreement.
- 6. NON-REVERSION In no event shall any of the principal (or any income therefrom) of the Chair revert to the Donors.

Board Minutes August 20, 1987 Attachment No. M17, pg. 5 Item M201

REVISIONARY/CY PRES: In the event the Texas Tech University 7. Foundation or its assets should become the property of, or be treated as the property of, the State of Texas for any purpose, all of the corpus of the endowment shall be transferred to and become the property of the Texas Tech University Ex-Students Association. If these funds become the property of the above named organization, the income from these funds shall be used to support scholarships for engineering students. In the event any transfer to such organization is to be made, if at that time such organization does not qualify as an organization described in Section 170(b) of the Internal Revenue Code of 1986, then such amount to be transferred to such organization shall instead be transferred to an organization then described in said Section 170 (b), the identity of such organization to be determined by the Texas Tech University Foundation in a manner deemed most nearly to carry out the Donors' intentions with respect to such funds.

Signed and executed on the date first written above.

FOR THE DONORS:

FOR THE EOUNDATION AND THE UNIVERSITY

Gary B. Wood, Ph.D.

George of Miller, Chairman Board of Directors Texas Tech University Foundation

Wendell Mayes, Jr., Chairman Board of Regents Texas Tech University

Board Minutes August 20, 1987 Attachment No. M18 Item M204

At a meeting of the Board of Regents of Texas Tech University on 8/20 19 87, with a quorum present, the following was voted on and approved:

Those persons occupying the following positions among the officers of Texas Tech University, shall be known as the Managerial Group, having the authority and responsibility for the negotiating, execution, and administration of User Agency contracts, as ascribed in DoD 5220.22-M, "Industrial Security Manual for Safeguarding Classified Information."

#### President

Vice President for Academic Affairs and Research Vice President for Finance and Administration

The President and the members of the Managerial Group have been processed for a personnel security clearance for access to classified information to the level of the facility security clearance granted to this institution, as provided for in the aforementioned industrial security manual.

The said Management Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the Department of Defense or User Agencies of the Industrial Security Program awarded to Texas Tech University.

The following named officers and members of the Board of Regents shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of Texas Tech University, and do not occupy positions that would enable them to affect adversely the polices and practices of Texas Tech University in the performance of any classified contracts for the Department of Defense or User Agencies of its Industrial Security Program, awarded to Texas Tech University, and need not be processed for a personnel security clearance.

#### BOARD MEMBERS

Mr. J. Fred Bucy

Mr. Rex Fuller

Mr. Carey Hobbs

Mr. Wesley W. Masters

Wm. Gordon McGee, M.D.

Mr. Jerry Ford

Mr. J.L. Gulley, Jr.

Mr. Larry D. Johnson

Mr. Wendell Mayes, Jr.

#### MERIT INCREASE INFORMATION

The new budget provides almost \$2,000,000 for a 6% pool for merit increases for University faculty. Needless, to say, this pleases me. This provides a real opportunity to first award merit increases to a large number of our good performers and, secondly, to set the salaries of a small number of our key faculty to assure that we do not lose them because of salary competition.

However, this will require some tough decisions and tough-minded management. Even though we have \$2,000,000 for increases, we cannot accomplish these goals by spreading the merit-increase funds more or less evenly over all the faculty.

I believe at least two-thirds of the faculty should receive a merit increase. I also believe that a very small percentage of our star performers (i.e., one or two percent of the total faculty) who are in the disciplines where there are highly competitive salaries nation-wide should receive salary adjustments which will make their salaries competitive to the major institutions in the nation. Examples of these highly competitive disciplines are engineering, business, and chemistry. The people who should be targeted for these increases are those upon whom we are dependent to generate research funding and other outside support.

Because of the importance of this matter, at the next Board of Regents meeting I would like:

- 1. A report on faculty turnover in fiscal year 1988 by discipline.
- 2. A description of the process used to award faculty merit in fiscal year 1988.
- 3. A statistical report of the distribution of faculty salary increases.
- 4. A report of the disciplines which generate most of the funded research and other outside support and a statistical report of the salary increases in these disciplines, and a specific report on the salaries and salary increases of the top faculty performers in these disciplines (i.e., our top performing one to two-dozen individual faculty members). The report on individual faculty should be in executive session.

# TEXAS TECH UNIVERSITY Lubbock, Texas

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# TEXAS TECH UNIVERSITY Lubbock, Texas

# For Information Only: Professorial Appointments May, 1987 through July, 1987

1.

Name, Rank, and/or Title	Department or Office	Appointment Period
Amos, Bonnie Visiting Assistant Professor	Biological Sciences	05/13/87-05/29/87
Bayegan, Ali Visiting Assistant Professor	Architecture	09/01/87-05/31/88
Butera, Luigi Visiting Associate Professor	Architecture	09/01/87-05/31/88
Canac, Pierre Visiting Assistant Professor	Economics	09/01/87-05/31/88
Drummond, Robert Wayne Professor	Architecture	07/16/87-08/31/87
Eberspacher, Jinger J. Assistant Professor	Merchandising, Environmental Design & Consumer Economics	09/01/87-05/31/88
Fischer, Eric A. Assistant Professor	Biological Sciences	09/01/87-05/31/88
Hale, Mary M. Assistant Professor	Political Science	09/01/87-05/31/88
Harman, James G. Assistant Professor	Chemistry and Biochemistry	09/01/87-05/31/88
Harn, William E. Assistant Professor	Speech & Hearing Sciences	09/01/87-05/31/88
Hernandez-Lerma, Onesimo Visiting Professor	Mathematics	09/01/87-05/31/88
Hobbs, Wayne C. Professor	Music	07/16/87-08/31/87 09/01/87-05/31/88
Iltis, Robert S. Assistant Professor	Speech Communication	09/01/87-05/31/88
Larmour, David H. J. Assistant Professor	Classical & Romance Languages	09/01/87-05/31/88

Lirov, Yuval Visiting Associate Professor	Computer Science	09/01/87-05/31/88
Lund, John R. Visiting Associate Professor	Mathematics	09/01/87-01/15/88
Magas, Istvan A. Visiting Associate Professor	Economics	09/01/87-05/31/88
Martinez, Camilo A., Jr. Visiting Assistant Professor	History	09/01/87-05/31/88
Meepagala, Gaminie Visiting Assistant Professor	Economics	09/01/87-05/31/88
Moliterno, James E. Assistant Professor	Law	07/16/87-08/31/87 09/01/87-05/31/88
Nakashima, Richard A. Assistant Professor	Chemistry & Biochemistry	09/01/87-05/31/88
Pazienza, Jennifer R. Assistant Professor	Art	09/01/87-05/31/88
Rushing, James A. Visiting Assistant Professor	Germanic & Slavic Languages	09/01/87-05/31/88
Werth, Charles R. Assistant Professor	Biological Sciences	09/01/87-05/31/88

# TEXAS TECH UNIVERSITY Lubbock, Texas

For Information Only: Professorial Resignations and/or Terminations May, 1987 through July, 1987

2.

Name, Rank, and/or Title	Department or Office	Effective Date
Carey, John C. Assistant Professor	Education	08/31/87
Chiodo, June Assistant Professor	Psychology	08/31/87
Chressanthis, George A. Assistant Professor	Economics	08/31/87
*Glenn, Edna S. Associate Professor	Art	05/31/87
Hanlon, Donald L. Assistant Professor	Architecture	05/31/87
Hansen, Timothy L. Assistant Professor	Park Administration & Landscape Architecture	05/31/87
Ibrahim, Raouf A. Assistant Professor	Mechanical Engineering	08/31/87
Jankovic, Dragan S. Assistant Professor	Mathematical Sciences	08/31/87
McCroskey, Jack E. Professor	Animal Science	05/31/87
Slack, James D. Assistant Professor	Political Science	09/1/87
Sleek, Diane E. Associate Professor	School of Law	08/31/87
Stachura, James S. Assistant Professor	Political Science	08/31/87
Stoecker, Arthur L. Associate Professor	Agricultural Economics	06/30/87

Strathearn, Gary E. Assistant Professor	Geosciences	09/1/87
Suzuki, Ichiro Assistant Professor	Computer Science	06/30/87
Valencia, Humberto Assistant Professor	Business Administration	05/31/87
*Woodson, Eleanor Associate Professor	Merchandising, Environmental Design & Consumer Economics	05/31/87

<sup>\*</sup>Retirement

# TEXAS TECH UNIVERSITY

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

APRIL 1, 1987 THROUGH MAY 31, 1987

3.

Project Activity	Amount	Source of Funds
1987 TV Community Service Grant	\$ 294,503	Corporation for Public Broadcasting
Investigation of a Plasma Edge Cathode Under High Current Density Electron Extraction	119,613	Air Force Office of Scientific Research
Investigation of the Effects of Electrical Transients	100,340	Air Force Office of Scientific Research - Kirtland Air Force Base
Robert A. Welch Chair	144,000	Welch Foundation
Hospitality Training and Employ- ment Project	140,446	Texas Employment Commission
Instituto Nacional de Investigation y Promocion Agropecuaria (INIPA)	806,521	World Bank
TOTAL	\$1,605,423	

# Texas Tech University Report of Official Travel Cumulative by Fiscal Quarter Fiscal Year 1987

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

4.

			This Year Quarters , II & III	]	Last Year Quarters I, II & III
(a) (b) (c) (d) (e) (f)	Commercial Airfare Personal Auto Mileage Automobile Rental Per diem (In-State) Meals and Lodging (Out-of-State) All other, including registration fees, charter aircraft, taxi, limousine	\$	772,833.84 86,745.75 80,883.84 265,505.14 235,836.60	\$	870,560.60 90,655.94 76,841.75 261,417.24 287,035.16
	fares, etc.		980,835.51		808,446.19
	Totals	\$2	2,422,640.68	\$	2,394,956.88

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

		Percent of Total Travel Cost			
	*	In-State	Out-of- State	Out-of- Country	Total
(a)	To present an original research paper	3.20	8.76	1.28	13.24
(b)	Required for research project	1.27	2.59	.78	4.64
(c)	Attendance at profes- sional meeting, workshop, conference, seminar, etc.	19.58	24.15	1.52	45.25
(d)	To perform official business and duties	19.91	12.82	.98	33.71
(e)	Multi-purpose meeting/ paper	1.28	1.49	39	3.16
	Totals	45.24	49.81	4.95	100.00

- III. Cities traveled to and number of trips (4,794) for the purposes shown in Section II and for Quarters I, II, and III.
  - (a) In-State : Amarillo (129), Austin (470), Corpus Christi (41), Dallas/Fort Worth (706), El Paso (111), Houston (315), Midland/Odessa (129), San Antonio (220), West Texas Area (549), Others (438).
  - (b) Out-of-State : Albuquerque (66), Chicago (66), Los Angeles (56), New Orleans (109), New York (61), San Francisco (43), Washington, D.C. (118), Others (1078).
  - (c) Out-of-Country: Hamburg, West Germany (1), Barranquilla, Columbia (2), Budapest, Hungary (1), Frankfurt, Germany (1), Vancouver, B.C., Canada (1), Dakar, Senegal (9), Madrid, Spain (3), Berlin, West Germany (1), Lisbon, Portugal (1), Nijmegen, Holland (1). Wroclaw, Poland (1), Canterbury, England (1), Lund, Sweden (1), Veldhoven, The Netherlands (1), Monterrey, Mexico (8), Montreal, Canada (1), Toronto, Ontario, Canada (6), Paris, France (5), Chihuahua, Mexico (1), Lima, Peru (5), Dubrovnik, Yugoslavia (1), Okazaki, Japan (2), Sahresh, Israel (1), Shah Alam, Malaysia (1), Puerto Vallarta, Mexico (1), Buenos Aires, Argentina (1), London, England (6), Tokyo, Japan (1), Taichung, Taiwan (1), Mexico City, Mexico (9), San Luis Potosi, Mexico (2), Christ Church, New Zealand (1), Riyadh, Saudia Arabia (1), Guatemala City, Guatemala (2) Cairo, Egypt (1), Winnipeg, Canada (1), Luqillonets, Puerto Rico (1), Merida, Mexico (1), Gatewich, London (1), Quebec, Canada (1), Seville, Spain (1), Oaxaca, Mexico (1).

AMCO Electric Company - Secondary Electrical, Package 3

5. a. The following Contract No. 752 with AMCO Electric Co., in the amount of \$213,733 for secondary electrical Package 3 is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 27, 1987, Item M117.

#### CONSTRUCTION SERVICES

Contract No. <u>752</u> Account Number 3709-42-1291

AGREEMENT

THIS AGREEMENT made this 2nd day of April, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and AMCO Electric 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 Campus - Secondary Electrical - Package 3 (FP&C 86-54).

#### 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 Thirteen Thousand, Seven Hundred Thirty-Three and no/100 Dollars

(Written Amount)

\$213,733

(Figures)

Included in the total contract sum is  $\frac{$156,500}{$156,500}$  which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

#### 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 185 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day after date shown in Notice to Proceed.

## 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. 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.

CONTRACTOR AMCO ELECTRIC COMPANY				
By: /s/ Jerry Bridges	_			
2 Ia 8 2 a 4 80 8 8				
Date: 4/23/87				
	AMCO ELECTRIC COMPANY  By: /s/ Jerry Bridges			

Asbestos Abatement, Inc. - Gordon Hall Asbestos Abatement

b. The following Contract No. 772 with US Asbestos Abatement, Inc., in the amount of \$113,909 for Gordon Hall Asbestos Abatement is entered for informational purposes. Execution of this contract is authorized in the Minutes of the May 15, 1987, Board meeting, Item M161.

#### CONSTRUCTION SERVICES

Contract No. 772
Account Number to be assigned

#### AGREEMENT

THIS AGREEMENT made this 20th day of May, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through <u>Lauro F. Cavazos</u>, President, and <u>US Asbestos Abatement</u>, Inc., Dallas, 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 Gordon Hall Asbestos Abatement (FP&C 86-47A).

#### 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 Nine Hundred Nine Dollars and no/100

(Written Amount)

\$113,909

(Figures)

Included in the total contract sum is \$18,340 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 21 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$300 for each consecutive calendar day after date shown in Notice to Proceed.

# 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 Asbestos Consultant.

# 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.

OWNER	CONTRACTOR
TEXAS TECH UNIVERSITY	US ASBESTOS ABATEMENT, INC.
BY: /s/ E. E. Payne for LFC	By:/s/ Charles W. Jorden, Pres
Lauro F. Cavazos, Ph.D. President	Charles W. Jorden, President
Date: 5/21/87	Date:5/26/87
REVIEWED FOR FISCAL IMPLICATIONS	
/s/ E. E. Payne	
Chief Fiscal Officer	
Date:5/21/87	*
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date: 5/21/87	

O. W. Chisum & Co. Mechanical Contractors, Inc. - Hot Water Generator, Carpenter

Contractors, Inc., in the amount of \$84,200 for Carpenter hot water generator, is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 27, 1987, Item M120.

#### CONSTRUCTION SERVICES

Contract No. <u>754</u> Account Number 3702-42-1315

#### AGREEMENT

THIS AGREEMENT made this 7th day of April, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and O. W. Chisum & Co. Mechanical Contractors, Inc., 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 Carpenter - Hot Water Generator (FP&C 86-36).

#### 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 Eighty Four Thousand Two Hundred and no/100 Dollars

(Written Amount)

\$84,200

(Figures)

Included in the total contract sum is \$47,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

#### 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 61 consecutive calendar days from June 1, 1987.

The Contractor further agrees to pay, as liquidated damages, the sum of \$300 for each consecutive calendar day after date shown in Notice to Proceed.

# 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. 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.

OWNER TEXAS TECH UNIVERSITY	CONTRACTOR O. W. CHISUM & CO. MECHANICAL CONTRACTORS, INC.
BY: /s/ Lauro F. Cavazos	By: /s/ Calvin G. Leverett
Lauro F. Cavazos, Ph.D. President	(4)
Date:4-17-87	Date: 4-24-87
REVIEWED FOR FISCAL IMPLICATIONS  /s/ E. E. Payne Chief Fiscal Officer	
Date: 4/16/87	
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date: 4-14-87	

Hunter Construction Company - Wiggins Trash Chute Repairs

The following Contract No. 770 with Hunter Construction Company, in the amount of \$124,644 for Wiggins trash chute repairs is entered for informational purposes. Execution of this contract was authorized in the Board meeting of May 15, 1987, Item M160.

#### CONSTRUCTION SERVICES

Contract No. 770 Account Number 3702-42-1034

#### AGREEMENT

THIS AGREEMENT made this 20th day of May, in the year Nineteen Hundred Eighty

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Hunter 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 Wiggins Trash Chute Repairs (FP&C 86-46).

#### 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-Four Thousand Six Hundred Forty-Four Dollars and no/100 (Base Bid plus Alternate Two)

(Written Amount) \$124,644

(Figures)

Included in the total contract sum is \$83,137 which represents cost of

# materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 August 15, 1987.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

#### 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. 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.

OWNER TEXAS TECH UNIVERSITY	CONTRACTOR HUNTER CONSTRUCTION COMPANY
BY: /s/ E. E. Payne for LFC Lauro F. Cavazos, Ph.D.	By: /s/ Jim D. Hunter
President	7/03/07
Date: 5/21/87	Date:5/21/87
/s/ E. E. Payne Chief Fiscal Officer	
Date: 5-20-87	
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date:5-20-87	
Date: 3-20-07	

Hunter Construction Company - Wiggins Roof Repair

6. e. The following Contract No. 769 with Hunter Construction Company for Wiggins roof repair in the amount of \$149,877 is entered for informational purposes. Execution of this contract was authorized in the Minutes of the May 15, 1987, meeting, Item M159.

#### CONSTRUCTION SERVICES

Contract No. <u>769</u> Account Number 3702-42-1325

#### AGREEMENT

THIS AGREEMENT made this 18th day of May, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through <u>Lauro F. Cavazos</u>, President, and <u>Hunter Construction</u> 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 Wiggins Roof Repair (FP&C 86-31).

# 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  $\underline{\text{One Hundred Forty-Nine Thousand Eight Hundred Seventy-Seven Dollars and no/100}$ 

(Written Amount) \$149,877 (Figures)

Included in the total contract sum is \$99,923 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 August 15, 1987.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250 for each consecutive calendar day after date shown in Notice to Proceed.

#### 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. 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.

CONTRDACTOR

Venue shall be in Lubbock County, Texas.

OT BITTO

TEXAS TECH UNIVERSITY	HUNTER CONSTRUCTION COMPANY
BY: /s/ E. E. Payne for LFC Lauro F. Cavazos, Ph.D.	By: /s/ Jim D. Hunter
President	
Date:5/21/87	Date:5/21/87
REVIEWED FOR FISCAL IMPLICATIONS	
/s/ E. E. Payne	
Chief Fiscal Officer	
Date:5-20-87	
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date:5-20-87	

Mike Klein General Contractors, Inc. - Biology Greenhouse

5. f. The following Contract No. 771 with Mike Klein General Contractors, Inc., in the amount of \$770,200 for construction of a Biology greenhouse is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of May 15, 1987, Item M158.

#### CONSTRUCTION SERVICES

Contract No. <u>771</u> Account Number 3709-42-1306

AGREEMENT

THIS AGREEMENT made this 20th day of May, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through <u>Lauro F. Cavazos</u>, President, and <u>Mike Klein General</u> Contractors, Inc., 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 Biology Greenhouse (FP&C 86-25).

# 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 Eight Hundred Five Thousand One Hundred Dollars and No/100, including Alternates One and Two

(Written Amount) \$805,100

(Figures)

Included in the total contract sum is \$770,200 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 360 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day after date shown in Notice to Proceed.

# 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. 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.

OWNER TEXAS TECH UNIVERSITY	CONTRACTOR MIKE KLEIN, GENERAL
IEAAS IECH UNIVERSIII	CONTRACTORS, INC.
BY: /s/ Lauro F. Cavazos	By: /s/ Mike Klein
Lauro F. Cavazos, Ph.D.	
President	± 10410=
Date: 5-22-87	Date: 5/26/87
REVIEWED FOR FISCAL IMPLICATIONS /s/ E. E. Payne	
Chief Fiscal Officer	
Date: 5/22/87	
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date: 5-21-87	

Mike Klein General Contractors, Inc. - Engineering Research Center Renovations 5. g. The following Contract No. 753 with Mike Klein General Contractors, Inc. in the amount of \$2,004,400 for Engineering Research Center Renovations for Mechanical Engineering is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 27, 1987, Item M115.

#### CONSTRUCTION SERVICES

Contract No. <u>753</u>
Account Number <u>3709-42-1285</u>

#### AGREEMENT

THIS AGREEMENT made this 2nd day of April, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Mike Klein General Contractors, 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 Engineering Research Center Renovations for Mechanical Engineering (FP&C 85-03).

#### 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 Million Four Thousand Four Hundred and no/100 Dollars including Alternates 1 through 11

(Written Amount) \$2,004,400 (Figures)

Included in the total contract sum is \$1,700,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 400 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

# 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. 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.

OWNER TEXAS TECH UNIVERSITY	CONTRACTOR MIKE KLEIN GENERAL CONTRACTORS, INC.
BY: /s/ Lauro F. Cavazos Lauro F. Cavazos, Ph.D.	By: /s/ Mike Klein
President Date: 4-17-87	Date: 4/21/87
REVIEWED FOR FISCAL IMPLICATIONS	REVIEWED FOR FORM AND CONTENT TEXAS TECH UNIVERSITY
/s/ E. E. Payne Chief Fiscal Officer	/s/ Pat Campbell General Counsel
Date: 4/16/87	Date: 4-14-87

Mike Klein General Contractors, Inc. - Gordon Apartment Renovation

h. The following Contract No. 775 with Mike Klein General Contractors, Inc., in the amount of \$4,705,000 for renovation of Gordon Apartments, is entered for informational purposes. Execution of this contract was authorized in the Board meeting of May 15, 1987, Item M161.

# CONSTRUCTION SERVICES

Contract No. 775 Account Number 3710-42-1330

#### AGREEMENT

THIS AGREEMENT made this 2nd day of June, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through <u>Lauro F. Cavazos</u>, President, and <u>Mike Klein General Contractors</u>, 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 Gordon Apartment Renovation (FP&C 86-47).

### 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 Four Million Seven Hundred Five Thousand Dollars and no/100 including Alternates 1, 2, 3, 5, 6, and 7

(Written Amount) \$4,705,000 (Figures)

Included in the total contract sum is \$4,500,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 August 1, 1988.

The Contractor further agrees to pay, as liquidated damages, the sum of \$3,000 for each consecutive calendar day after date shown in Notice to Proceed.

#### 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. 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.

OWNER TEXAS TECH UNIVERSITY	CONTRACTOR MIKE KLEIN GENERAL CONTRACTORS, INC.
BY: /s/ Lauro F. Cavazos Lauro F. Cavazos, Ph.D. President	By: /s/ Mike Klein
Date:6-8-87	Date: 6/8/87
/s/ E. E. Payne Chief Fiscal Officer Date: 6/6/87	
REVIEWED FOR FORM	
/s/ Pat Campbell	
General Counsel	
Date: 6-4-87	

Mike Klein, Inc. - Research Center - East Campus

i. The following Amendment No. 1 to Contract No. 650 with Mike Klein, Inc., General Contractor, in the amount of \$39,698.60 for repair of existing mechanical system at the Research Center - East Campus is entered for informational purposes. The Contract is recorded in the Minutes of January 31, 1986, Item 5.b., Page 7.

Contract No. 650/1

Amendment No. 1 to Contract No. 650

Research Center - East Campus

The Agreement between Mike Klein, Inc., General Contractor, Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated December 19, 1985, is amended as follows:

Repair of existing mechanical system in the amount of \$39,698.60.

The new contract sum shall be \$2,898,729.60.

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 April, 1987.

MIKE KLE	IN GENERAL CONTRACTOR, INC.	TEXAS TECH UNIVERSITY
/s/ Mil	ke Klein	By: /s/ E. E. Payne for Lauro F. Cavazos, Ph.D. President
Date:	5/8/87	Date: 5/5/87
	REVIEWED FOR FISCAL IMPLICATIONS	
	/s/ E. E. Payne Chief Fiscal Officer	
	Date: 5/5/87	
	REVIEWED FOR FORM	
	/s/ Pat Campbell	
		Date: 5/4/87

Knox, Gailey and Meador, Incorporated - Tunnel Utilities Rehabilitation
j. The following Amendment No. 2 to Contract No. 715 with Knox, Gailey and Meador, Incorporated, in the amount of \$122,560 for tunnel utilities rehabilitation is entered for informational purposes. The original contract is recorded in the Minutes of November 21, 1986, Item 6.f., page 18, and Amendment No. 1 is recorded in the Minutes of January 30, 1987, Item 5.a., page 7.

Contract No. 715/2

5-7-87

#### Amendment No. 2 to Contract No. 715

#### Tunnel Utilities Rehabilitation

The Agreement between Knox, Gailey and Meador, Incorporated, Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated September 12, 1986, is amended as follows:

Add additional water line to Project #9 \$ 14,520.00
Add CWS/R piping to Project #1 \$ 94,040.00
Increase Cash Allowance \$ 14,000.00

Total Contract Amendment \$122,560.00

The new contract sum shall be \$1,373,379.00.

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 1st day of May, 1987.

appointed officers, this the 1st day of May,	1987.
KNOX, GAILEY AND MEADOR, INCORPORATED	TEXAS TECH UNIVERSITY
By: /s/ Don Meador	By: /s/ E. E. Payne for LFC Lauro F. Cavazos, Ph.D. President
Date: 5/12/87	Date:5/8/87
a .	REVIEWED FOR FISCAL IMPLICATIONS
	/s/ E. E. Payne Chief Fiscal Officer
	Date:5/8/87
	REVIEWED FOR FORM
	/s/ Pat Campbell

LDC Construction Company, Inc. - Educational TV Addition

5. k. The following Contract No. 774 with LDC Construction Company, Inc., in the amount of \$261,249 for the addition to the educational TV station is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of May 15, 1987, Item M157.

#### CONSTRUCTION SERVICES

Contract No. 774
Account Number 3709-42-1305

AGREEMENT

THIS AGREEMENT made this <u>lst</u> day of <u>June</u>, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through <u>Lauro F. Cavazos</u>, President, and <u>LDC Construction</u> Company, Inc., 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 Educational TV Addition (FP&C 86-23).

#### ARTICLE 2

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Sixty-One Thousand Two Hundred Forty-Nine Dollars and no/100, including Alternates B, C, and E

(Written Amount)

\$261,249

(Figures)

Included in the total contract sum is \$162,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

# 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 240 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$200 for each consecutive calendar day after date shown in Notice to Proceed.

# 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. 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 LDC CONSTRUCTION COMPANY, INC.			
BY: /s/ Lauro F. Cavazos Lauro F. Cavazos, Ph.D.	By: /s/ Fred Davis			
President	Pate: 6 10 97			
Date:6-8-87	Date: 6-10-87			
REVIEWED FOR FISCAL IMPLICATIONS  /s/ E. E. Payne				
Chief Fiscal Officer				
Date: 6-8-87				
REVIEWED FOR FORM				
/s/ Pat Campbell General Counsel				
General Counsel				
Date:6-5-87				

LDC Construction Co., Inc. - Hot Water Lines Residence Halls
5. 1. The following Contract No. 751 with LDC Construction Co., Inc., in the amount of \$123,746 to replace water lines at Chitwood/Weymouth is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 27, 1987, Item M119.

#### CONSTRUCTION SERVICES

Contract No. 751 Account Number 3702-42-1316

#### AGREEMENT

THIS AGREEMENT made this 2nd day of April, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and LDC Construction Co., 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 Chitwood/Weymouth - Replace Hot Water Lines (FP&C 86-35).

# 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-Three Thousand Seven Hundred Forty-Six Dollars and no/100, including Alternate No. 1

> (Written Amount) \$123,746 (Figures)

Included in the total contract sum is \$49,991 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

#### 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 5:00 p.m. July 31, 1987.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

# 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. 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.

COMPRACTOR

Venue shall be in Lubbock County, Texas.

OUNTED

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

OHNDA	TRA GOVERNMENT OF THE			
TEXAS TECH UNIVERSITY	LDC CONSTRUCTION CO., INC.			
BY: /s/ Lauro F. Cavazos	By: /s/ Fred Davis			
Lauro F. Cavazos, Ph.D.				
President	THE PERSON OF RESERVE			
Date: 4-17-87	Date: 4-22-87			
REVIEWED FOR FISCAL IMPLICATIONS  /s/ E. E. Payne				
Chief Fiscal Officer				
Date:4/20/87				
REVIEWED FOR FORM AND CONTENT				
/s/ Pat Campbell				
General Counsel				
Date: 4-14-87				

Monterey Construction Co., Inc. - Electrical Engineering Renovation

m. The following Contract No. 749 with Monterey Construction Co., Inc., in
the amount of \$2,212,500 for the Electrical Engineering renovation is entered
for informational purposes. Execution of this contract was authorized in the
Minutes of the March 27, 1987, meeting, Item M118.

#### CONSTRUCTION SERVICES

Contract No. 749
Account Number 3709-42-1296

#### AGREEMENT

THIS AGREEMENT made this 1st day of April, in the year Nineteen Hundred Eighty Seven

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Monterey Construction Co., Inc., 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 Electrical Engineering Renovation (FP&C 86-08).

#### ARTICLE 2

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Million Two Hundred Twelve Thousand Five Hundred Dollars and no/100, including Alternates 1, 2, and 3

(Written Amount) \$2,212,500 (Figures)

Included in the total contract sum is \$1,520,100 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

#### 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 365 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day after date shown in Notice to Proceed.

### 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	CONTRACTOR			
TEXAS TECH UNIVERSITY	MONTEREY CONSTRUCTION CO., INC.			
BY: /s/ E. E. Payne for LFC	By: /s/ Joseph F. Brozo			
Lauro F. Cavazos, Ph.D.	Joseph F. Brozo			
President	8×888 .68 × -c. 5			
Date: 4/8/87	Date: 4-16-87			
/s/ E. E. Payne				
Chief Fiscal Officer				
Date: 4/8/87				
REVIEWED FOR FORM				
/s/ Pat Campbell				
General Counsel				
Date: 4-6-87				

# Wilson Stoeltje Martin, Inc., Architects - Physical Plant Addition & Renovation

5. n. The following Contract No. 762 with Wilson Stoeltje Martin, Inc., for architectural services for the Physical Plant addition and renovation is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 27, 1987, Item M122.

#### ARCHITECTURAL SERVICES

Contract No. <u>762</u> Account Number: 3709-42-3115

#### AGREEMENT

made this the 5th day of April in the year Nineteen Hundred Eighty Seven

#### BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President, and Wilson Stoeltje Martin, Inc., Austin, 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 Addition & Renovation (FP&C 86-13).

#### 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 probably 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.

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

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.
- 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.

Make periodic visits to the site 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 Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

#### C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, 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 basis 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 submittals and "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.
- When Project or any part thereof is not constructed, the lowest bona fide bid received from qualified bidder for any or all of such work.
- 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

- 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.
- 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  $\underline{8}\%$  of the authorized and approved construction cost, as such term "Construction Cost and Alternates" is defined in paragraph D above.

 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  $\frac{2.75}{mandatory}$  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 the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the 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:

#### Wilson Stoeltje Martin, Inc.

7010 Village Center

Austin, Texas 78731

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

Director of Facility Planning and Construction
Texas Tech University
P. O. Box 4520
Lubbock, Texas 79409

in the event of termination, the Architect shall be paid his compensation for services performed to termination date based upon completion of services performed to termination date, 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 so	et their hands.
OWNER TEXAS TECH UNIVERSITY	ARCHITECT WILSON STOELTJE MARTIN, INC.
BY: /s/ E. E. Payne for LFC	BY: /s/ Horace E. Wilson
Lauro F. Cavazos, Ph.D. President	Horace E. Wilson President
Date:5/8/87	Date: 5/14/87
REVIEWED FOR FISCAL IMPLICATIONS	REVIEWED FOR FORM TEXAS TECH UNIVERSITY
/s/ E. E. Payne	/s/ Pat Campbell
Chief Fiscal Officer	General Counsel
Date:5/8/87	Date:5/7/87

OFFICE OF DEVELOPMENT
RECEIPTED GIFTS & GRANTS
AND MISCELLANEOUS INCOME
June 1987

6. a.

	TEXAS TECH UNIVERSITY	TEXAS TECH FOUNDATION	TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER	TEXAS TECH MEDICAL FOUNDATION	TOTAL
1. Endowments			HEALTH SCIENCES CENTER	MEDICAL FOUNDATION	
Chairs	\$330,000.00	¢2 700 070 05	\$1,125.00	\$978,843.75	\$4,010,907.60
Departmental Programs	\$933,263.10	\$2,700,938.85 \$837,890.59	\$474,717.50	\$501,609.80	\$2,747,480.99
Professorships	\$436,938.72	NA 2014-15100 ■ NEW CORE IN CONTROL OF STREET	5405 00 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$9,850.00	\$1,083,665.06
Scholarships, Fellowshi		\$619,402.38	\$17,473.96	\$7,830.00	\$1,003,005.00
and Awards	\$2,978,850.84	e2 217 411 04	e1/1 1/F 70	\$19,949.40	\$5,357,577.00
Total Endowments:	\$4,679,052.66	\$2,217,611.06	\$141,165.70	\$1,510,252.95	
II. Other Cash	2. N.E. SHANDER SECTION SECTION (1997)	\$6,375,842.88	\$634,482.16		\$13,199,630.65 \$13,252,630.37
	\$9,256,661.40	\$3,298,999.56	\$535,096.22	\$161,863.09	\$13,252,620.27
III. Support Groups Cash Ex-Students	\$227,223.37	¢10 479 47			\$246,362.00
Dads Association	100 100 N 10	\$19,138.63			\$170,830.71
Red Raider Club	\$170,830.71	¢702 024 04			
RHA	\$1,459,522.25	\$792,026.94	*		\$2,251,549.19
	\$250,610.90	\$2,010.00			\$252,620.90
WTMA	\$52,583.33	\$147.00			\$52,730.33
Law School Foundation	\$19,205.41	4404 070 07		*/2.07/ /0	\$19,205.41
IV. Gifts in Kind	\$12,523,939.47	\$186,230.93	\$319,877.35	\$62,934.60	\$13,092,982.35
Enterprise Sub Total:	\$28,639,629.50	\$10,674,395.94	\$1,489,455.73	\$1,735,050.64	\$42,538,531.81
(1-IV)					
V. Rents, Poyalties, Int	erest				
and Dividends Earned on		1,227,000,028			
Previous Gifts	1011 200 00	\$674,441.55		\$77,654.76	\$752,096.31
VI. Seat Options	\$461,169.98	\$145,822.02			\$606,992.00
VII. Support Groups Oper					
RHA	\$374,841.54				\$374,841.54
WTMA	\$159,178.34				\$159,178.34
Dads Association	\$62,886.28				\$62,886.28
Red Raider Club	\$795,774.21	\$266,013.00			\$1,061,787.21
TOTAL (I-VII):	\$30,493,479.85	\$11,760,672.51	\$1,489,455.73	\$1,812,705.40	\$45,556,313.49

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Subject to Audit Verification

# OFFICE OF DEVELOPMENT RECEIPTED GIFTS & GRANTS AND MISCELLANEOUS INCOME

6. b.

	August 31	August 31	August 31	June 30	TOTAL
	1984	1985	1986	1987	
I. Endowments					
Chairs	\$50,000.00			\$280,000.00	\$330,000.00
Departmental Programs	\$41,394.00	\$592,025.00	\$224,192.65	\$75,651.45	\$933,263.10
Professorships	\$72,245.00	\$86,518.72	\$71,225.00	\$206,950.00	\$436,938.72
Scholarships, Fellowships					
and Awards	\$232,152.75	\$1,059,419.27	\$1,029,009.84	\$658,268.98	\$2,978,850.84
Total Endowments:	\$395,791.75	\$1,737,962.99	\$1,324,427.49	\$1,220,870.43	\$4,679,052.66
II. Other Cash	\$3,547,893.18	\$1,713,298.61	\$2,642,915.37	\$1,352,554.24	\$9,256,661.40
III. Support Groups Cash					
Ex-Students	\$38,214.48	\$163,774.89	\$8,159.00	\$17,075.00	\$227,223.37
Dads Association	\$68,270.00	\$27,955.00	\$39,091.13	\$35,514.58	\$170,830.71
Red Raider Club		\$1,104,960.19	\$269,562.06	\$85,000.00	\$1,459,522.25
RHA	\$250,500.00			\$110.90	\$250,610.90
WTMA	\$52,525.00		\$58.33		\$52,583.33
Law School Foundation	\$1,943.34	\$1,820.84	\$3,351.33	\$12,089.90	\$19,205.41
IV. Gifts in Kind	\$7,033,604.52	\$4,157,438.10	\$816,897.24	\$515,999.61	\$12,523,939.47
Enterprise Sub Total:	\$11,388,742.27	\$8,907,210.62	\$5,104,461.95	\$3,239,214.66	\$28,639,629.50
(I-IV)					
V. Rents, Royalties, Interest					
and Dividends Earned on					
Previous Gifts					
VI. Seat Options	\$138,556.66	\$151,711.99	\$170,501.33	\$400.00	\$461,169.98
VII. Support Groups Operating					
RHA	\$141,639.53	\$167,544.07	\$65,657.94		\$374,841.54
WTMA	\$67,975.93	\$34,280.58	\$56,921.83		\$159,178.34
Dads Association	\$28,617.66	\$16,271.62	\$13,156.00	\$4,841.00	\$62,886.28
Red Raider Club		\$345,650.00	\$341,666.90	\$108,457.31	\$795,774.21
TOTAL (I-VII):	\$11,765,532.05	\$9,622,668.88	\$5,752,365.95	\$3,352,912.97	\$30,493,479.85

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Subject to Audit Verification

# OFFICE OF DEVELOPMENT RECEIPTED GIFTS & GRANTS AND MISCELLANEOUS INCOME

6. c.

	August 31 1984	August 31 1985	August 31 1986	June 30 1987	TOTAL
I. Endowments					
Chairs	\$951,525.67	\$484,360.41	\$207,689.46	\$1,057,363.31	\$2,700,938.85
Departmental Programs	\$312,100.00	\$322,649.11	\$156,650.00	\$46,491.48	\$837,890.59
Professorships	\$106,744.72	\$77,618.96	\$3,000.00	\$432,038.70	\$619,402.38
Scholarships, Fellowships					
and Awards	\$755,745.31	\$124,631.81	\$449,954.19	\$887,279.75	\$2,217,611.06
Total Endowments:	\$2,126,115.70	\$1,009,260.29	\$817,293.65	\$2,423,173.24	\$6,375,842.88
II. Other Cash	\$829,554.81	\$716,835.28	\$870,502.11	\$882,107.36	\$3,298,999.56
III. Support Groups Cash					
Ex-Students	\$2,295.00	\$700.00	\$13,345.00	\$2,798.63	\$19,138.63
Dads Association					
Red Raider Club	\$555,734.48	\$236,252.46	\$40.00		\$792,026.94
RHA	\$1,010.00		\$1,000.00		\$2,010.00
WTMA			\$147.00		\$147.00
Law School Foundation					
IV. Gifts in Kind	\$67,436.00	\$75,168.50	\$39,456.43	\$4,170.00	\$186,230.93
Enterprise Sub Total:	\$3,582,145.99	\$2,038,216.53	\$1,741,784.19	\$3,312,249.23	\$10,674,395.94
(I-IV)		-			
V. Rents, Royalties, Interest					
and Dividends Earned on					
Previous Gifts	\$203,865.29	\$114,406.44	\$194,547.02	\$161,622.80	\$674,441.55
VI. Seat Options	\$73,068.35	\$49,069.67	\$22,884.00	\$800.00	\$145,822.02
VII. Support Groups Operating	ē.				
RHA					
WTMA					
Dads Association					
Red Raider Club	\$255,113.50			\$10,899.50	\$266,013.00
TOTAL (I-VII):	\$4,114,193.13	\$2,201,692.64	\$1,959,215.21	\$3,485,571.53	\$11,760,672.51

Subject to Audit Verification