

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1980 - 1981

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING
May 15, 1981

TEXAS TECH UNIVERSITY
and
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER
Lubbock, Texas

Minutes

Board of Regents Meeting
May 15, 1981

M152. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 8:40 a.m. in the Board of Regents suite on campus. The following Regents were present: Mr. J. Fred Bucy, Chairman, Dr. Nathan C. Galloway, Vice Chairman, Mr. John E. Birdwell, Mr. Clint Formby, Mr. Rex Fuller, Mr. Roy K. Furr, Mrs. Anne Phillips, and Mr. James L. Snyder. Regent Joe Pevehouse was absent. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. Glenn E. Barnett, Vice President for Planning; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Mr. Dan Williams, Interim Vice President for Finance and Administration; Dr. C. Len Ainsworth, Interim Vice President for Academic Affairs; Mr. W. B. Harris, Interim Director, Development and University Relations; Mr. Bill J. Parsley, Director, Mr. Mike Sanders, Office of Public Affairs; Dr. Marilyn E. Phelan, Mrs. Linda Fargason, General Counsel; Dr. Sam Richards, Executive Director of Health Sciences Center Administration; Dr. George S. Tyner, Dean, School of Medicine; Dr. John L. Baier, Assistant Vice President for Student Affairs and Dean of Students; Mr. Max C. Tomlinson, Assistant Vice President for Business Affairs; Health Sciences Center; Mr. Fred J. Wehmeyer, Associate Vice President, Administrative Services; Mr. Clyde H. Westbrook, Jr., Budget Officer; Mr. Clyde J. Morganti, Assistant to the President; Mrs. Sharon Nelson, Executive Secretary, Office of the President; Mrs. Freda Pierce, Secretary of the Board; Mr. Walter A. Brown, Director, New Construction; Dr. Teddy Langford, Dean, Ms. Pat Yoder Wise, School of Nursing; Dr. B. H. Newcomb, President, Dr. Roland Smith, Faculty Senate; Mrs. Bea Zeeck, Director, Ms. Carol King, Photographer, University News and Publications; Ms. Peggy Nodurft, Director, and Mr. Gerald L. Urbantke, Health Sciences Center News and Publications.

Others present were: Mr. John Alexander, Mr. Charlie Hill, Mr. Mark Henderson, Student Association; Ms. Inez Russell, University Daily; Ms. Ruthanne Brockway, Lubbock Avalanche-Journal; Ms. Pam Baird, and Mr. Pat Broyles, KAMC-TV; Ms. Christie Adams and Mr. Steve Langston, KCBD-TV; and Mr. Coy Hopson, KLBK-TV.

M153. Chairman Bucy called the meeting to order, and asked Mr. Fuller to read the Resolution bestowing the Honorary Degree Doctor of Humane Letters upon Dr. R. C. Goodwin. Mr. Fuller read the Resolution to Dr. Goodwin and presented him with the framed copy as recorded in the Minutes of March 27, 1981, Attachment No. M2. Dr. Goodwin was congratulated by all the Regents, and he expressed gratitude for the honor.

M154. Chairman Bucy asked Mr. Snyder to read the Resolution conferring the Honorary Degree of Doctor of Laws upon Mr. Al Allison. Mr. Snyder read the Resolution to Mr. Allison, and presented him with the framed copy as recorded in the Minutes of

March 27, 1981. Attachment No. M1. Mr. Allison was congratulated by all of the Regents, and he responded by stating his appreciation for the honor. Mr. Bucy expressed gratitude to Dr. Goodwin and Mr. Allison for their many years of support and contributions to Texas Tech.

M155. Dr. Cavazos then introduced Dr. Elizabeth G. Haley as the new Dean of the College of Home Economics, and Professor of Home and Family Life.

M156. Mr. Bucy then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session at 11:10 a.m. at the conclusion of the meeting for Texas Tech University Health Sciences Center.

M157. At the request of Mr. Bucy, Dr. Cavazos introduced the following officers of the Student Association for the 1981-82 year: Mark Henderson, President, Charlie Hill, Internal Vice President, and John Alexander, External Vice President. Also introduced was Inez Russell, Editor of the University Daily.

M158. Upon motion made by Dr. Galloway, seconded by Mrs. Phillips, the Board approved the Minutes of the meeting of March 27, 1981.

M159. Mrs. Phillips reported for the Academic and Student Affairs Committee. The following five items (M160 through M164) constitute action taken upon committee recommendation.

M160. Upon motion made by Mrs. Phillips, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the appointments of Dr. Danny N. Bellenger, Professor of Accounting, and Dr. Elizabeth G. Haley, Professor of Home and Family Life, with tenure at Texas Tech University.

M161. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the Board approved the following: RESOLVED, that effective the beginning of the fall semester, 1981, a compulsory Student Service Fee of \$4.60 per semester credit hour registered shall be collected from each student provided that the maximum shall not be more than fifty-five dollars (\$55.00) for any regular semester or six-week summer session.

M162. Upon motion made by Mrs. Phillips, seconded by Mr. Furr, the Board approved the following: RESOLVED, that the Board of Regents designates as Horn Professors, Dr. Eric G. Bolen, Department of Range and Wildlife Management; Dr. Marion O. Hagler, Department of Electrical Engineering; and Dr. W. Jay Conover, Area of Information Systems and Quantitative Sciences, effective May 15, 1981.

M163. Upon motion made by Mrs. Phillips, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the Board of Regents adopts the attached revised Paragraph 3 of their resolution of February 18, 1977, regarding security clearance; Attachment No. M1.

M164. Upon motion made by Mrs. Phillips, seconded by Mr. Fuller, the Board approved articles for ratification being Leaves of Absence, Attachment No. M2; Student Service Fee Schedule for the Summer, 1981, Attachment No. M3; and Student Service Fee Schedule for the Fall, 1981, Attachment No. M4.

M165. Dr. Galloway reported for the Finance Committee. The following fourteen items (M166 through M179) constitute action taken upon committee recommendation.

M166. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that authority is given to the President and Chief Executive Officer to prepare plans and specifications and receive bids for the upgrading of the Optional Retirement Program and the Tax Sheltered Annuity Program.

M167. Upon motion made by Dr. Galloway, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves an amendment of the total amount of Interagency Cooperation Contract IAC(80-81)-0230 to \$7,200,000 and authorizes the President and Chief Executive Officer to sign the amendment.

M168. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center and authorizes the President and Chief Executive Officer to sign the contract in an amount not to exceed \$500,000.

M169. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center and authorizes the President and Chief Executive Officer to sign the contract in an amount not to exceed \$8,000,000.

M170. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves an Interagency Cooperation Contract between Texas Tech University and Texas Tech University Health Sciences Center for the continued use of Thompson Hall and authorizes the President and Chief Executive Officer to sign the contract.

M171. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University authorizes the President and Chief Executive Officer to have contracts for concession vending services negotiated with Coca Cola Bottling Company and B & M Vending Company of Lubbock, Texas for the period August 26, 1981, to August 25, 1983, and authorizes the President and Chief Executive Officer to sign the contracts.

M172. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University authorizes increasing the Revolving Fund from \$1,000,000 to \$1,500,000, effective May 18, 1981, and designates the First National Bank at Lubbock, Texas, as the depository bank.

- M173. Upon motion made by Dr. Galloway, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the bid of Citibus in the amount of \$20.25 per hour plus a fuel cost adjustment equal to two-and-a-half times the fuel cost above \$1.05 per gallon for bus service on the Texas Tech campus for the 1981-82 school year is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.
- M174. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the new policy on Mineral Leases as attached; Attachment No. M5.
- M175. Upon motion made by Dr. Galloway, seconded by Mrs. Phillips, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the extension of the lease agreement with Atchison, Topeka and Santa Fe Railway Company covering use and maintenance of railway trackage on Texas Tech University Center at Amarillo property for the period of June 7, 1981, through June 6, 1986, and authorizes the President and Chief Executive Officer to sign the necessary document.
- M176. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that Residence Hall rates for 1981-82 are approved as recommended; the rates are attached and made a part of the Minutes; Attachment No. M6.
- M177. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents authorizes the President and Chief Executive Officer to prepare plans and specifications and accept bids for the Group Health and Basic Term Life Insurance Program for the faculty and staff of Texas Tech University.
- M178. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University delegates authority as attached; Attachment No. M7.
- M179. Upon motion made by Dr. Galloway, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the Ratification Item, as attached, for Jessie W. Thornton Estate oil and gas leases and authorizes the President and Chief Executive Officer to sign them; Attachment No. M8.
- M180. Mr. Snyder reported for the Campus and Building Committee. The following six items (M181 through M186) constitute action taken upon committee recommendation.
- M181. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the bid of Jerry Galey Construction, Inc., in the amount of \$294,266 for the renovation of the North Wing of Gaston Residence Hall is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.
- M182. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the bid of C. B. Thompson Construction Company in the amount of \$76,670 for the rehabilitation of dry food storage and freezer storage in the University Center kitchen is accepted, and the President and Chief Executive Officer is authorized to duly execute a contract.

- M183. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the bid of C. B. Thompson Construction Company in the amount of \$99,870 for the installation of a passenger elevator at the Journalism Building is accepted, and the President and Chief Executive Officer is authorized to duly execute a contract.
- M184. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the bid of Anthony Mechanical in the amount of \$326,400 for the construction of a utility tunnel to serve Petroleum Engineering (North Tunnel System, Phase III) is accepted, and the President and Chief Executive Officer is authorized to duly execute a contract.
- M185. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the bid of Knox, Gailey & Meador, General Contractors, in the amount of \$98,619 for Phase I construction of an Intercollegiate Baseball Field to be located to the east of the present field is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.
- M186. Upon motion made by Mr. Snyder, seconded by Mr. Birdwell, the Board approved the following: RESOLVED, that the President and Chief Executive Officer is authorized to proceed with planning, the development of contract documents and the receipt of bids for the installation of a passenger elevator in Drane Hall.
- M187. Mr. Fuller reported for the Public Affairs, Development and University Relations Committee. Upon motion made by Mr. Fuller, seconded by Mrs. Phillips, the Board approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the Resolution, as read aloud by Mr. Fuller, honoring Charles Bates Thornton and Flora Laney Thornton; Attachment No. M9.
- M188. At the request of Mr. Fuller, Mr. Parsley came forward to report on bills pending before the Legislature. He handed out a comparison of Senate, House and Governor's recommendations for FY 82 and FY 83 with FY 81 appropriation.
- M189. Mr. Fuller reported for the Committee of the Whole. Upon motion made by Mr. Fuller, seconded by Mr. Snyder, the Board approved the following: RESOLVED, that the attached resolution regarding finding of facts concerning the appointment of Professor Hal M. Bateman to the Securities Board of the State of Texas be approved; Attachment No. M10.
- M190. Mr. Bucy appointed a Nominating Committee composed of Messrs. Snyder, Birdwell and Fuller to recommend officers to be elected at the August meeting.
- M191. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (May 15, 1981)

- M1. Revised Paragraph of Resolution Regarding Security Clearance; Item M163.
- M2. Leaves of Absence; Item M164.
- M3. Student Service Fee Schedule for Summer, 1981; Item M164.
- M4. Student Service Fee Schedule for Fall, 1981; Item M164.
- M5. Policy on Mineral Leases; Item M174.
- M6. Residence Hall Rates for 1981-82; Item M176.
- M7. Delegation and Signature Authorization; M178.
- M8. Oil and Gas Leases - Jessie W. Thornton Estate; M179.
- M9. Resolution Honoring Charles Bates Thornton and Flora Laney Thornton; Item M187.
- M10. Resolution Regarding Appointment of Professor Hal M. Bateman to Securities Board of State of Texas; Item M189.

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 May 15, 1981.

(Mrs.) Freda Pierce, Secretary

SEAL

May 15, 1981

REVISED PARAGRAPH, SECURITY CLEARANCE

RESOLVED: Such officers, other than those required to be cleared, and all regents (except Mr. Bucy) shall not require, shall not have, and can be effectively excluded from, access to all classified information in the possession of the University and do not occupy positions that would enable them to affect adversely the University's policies or practices in the performance of classified contracts or programs for the User Agencies. The following are the affected members of the Board of Regents of Texas Tech University: John E. Birdwell, Rex Fuller, Roy K. Furr, Jr., Clint Formby, Nathan C. Galloway, Joe Pevehouse, Mrs. Anne Phillips, and James L. Snyder. Regent J. Fred Bucy requested, and has been granted, individual security clearance.

Other provisions of the Board of Regents' action of this item of February 18, 1977, remain unchanged, except as revised March 30, 1979, and May 9, 1980.

I, the undersigned, Secretary of Texas Tech University, do hereby certify that the above is a true, correct and complete resolution duly adopted at a regular meeting of the Board of Regents of said institution duly held on ____ day of _____, 1981, a quorum being present and acting throughout, and is a matter of record of the minutes of this institution.

WITNESS my hand and seal of said institution this ____ day of _____, 1981.

(Mrs.) Freda Pierce, Secretary

Leaves of Absence

Approve leave of absence without pay for Dr. Leona M. Foerster, Professor in the College of Education, for the period September 1, 1981 through May 31, 1982. The reason for this request is to afford her time for professional development which will involve travel, research and writing. These will be of professional benefit to Dr. Foerster and of subsequent benefit to Texas Tech University. Approval of this leave is recommended by Dr. Ainsworth.

Approve an extension of leave of absence without pay for Dr. L. R. Hunt, Professor of Mathematics, for the period September 1, 1981 through May 31, 1982. Dr. Hunt is on academic leave at the present working with NASA Ames in Moffett Field, California. He has made considerable progress, and feels that an extension of his leave would be of fundamental importance. Approval of this leave is recommended by Dr. Ainsworth.

Approve an extension of leave of absence without pay for Dr. Louise Luchsinger, Associate Professor in the College of Business Administration, for the period September 1, 1981 through May 31, 1982 for personal reasons. Approval of this leave is recommended by Dr. Ainsworth.

Approve an extension of leave of absence without pay for Dr. Harold D. Meyer, Associate Professor of Mathematics, for the period September 1, 1981 through May 31, 1982. He is working with United Technologies in Windsor Locks, Connecticut, and due to the complexity of the work, has requested an extension. Approval of this leave is recommended by Dr. Ainsworth.

Approve an extension of leave of absence without pay for Dr. Robert W. Seidel, Assistant Professor of History, for the period September 1, 1981 through May 31, 1982. He is presently on leave to research and write a history of the Lawrence Berkeley Laboratory at the University of California, and in order to complete the project, needs an extension of his current leave. Approval of this leave is recommended by Dr. Ainsworth.

TEXAS TECH UNIVERSITY
Lubbock, Texas

Student Service Fee Schedule--Summer 1981

Approve the following Student Service Fee Schedule effective Summer 1981

STUDENT SERVICE FEE SCHEDULE
Effective Summer 1981

Credit Hours Enrolled	Required Fee	Purchases	Services
1	\$ 4.35	Group I Services	Campus Transportation System
2	8.70		KTXT-FM
3	13.05		<u>University Daily</u> Student I. D. System Student Senate Spirit Groups Forensics Counseling Center
4	17.40	Group II Services	All Group I Services
5	21.75		Campus Organizations
6	26.10		Texas Tech Chorus
7	30.45		Texas Tech Symphony Orchestra
8	34.80		Student Health Service
9	39.15		Cultural Events
10	43.50		University Theatre
11	47.85		Music Theatre
12	52.00		Texas Tech Band Women's Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Pool, Sports Clubs)

TEXAS TECH UNIVERSITY
Lubbock, Texas

Student Service Fee Schedule--1981-82

Approve the following Student Service Fee Schedule effective beginning this fall semester 1981

STUDENT SERVICE FEE SCHEDULE

Effective Fall 1981

Credit Hours Enrolled	Required Fee	Purchases	Services
1	\$ 4.60	Group I	Campus Transportation System
2	9.20	Services	KTXT-FM
3	13.80		University Daily Student I. D. System Student Senate Spirit Groups Forensics Counseling Center
4	18.40	Group II	All Group I Services
5	23.00	Services	Campus Organizations
6	27.60		Texas Tech Chorus
7	32.20		Texas Tech Symphony Orchestra
8	36.80		Student Health Service
9	41.40	Group III	All Group I Services
10	46.00	Services	All Group II Services
11	50.60		Cultural Events University Theatre Tech Band
12	55.00	Group IV	All Group I Services
		Services	All Group II Services All Group III Services Women's Intercollegiate Athletics Recreational Services (Intramurals, Facilities, Pool, Sports Clubs)

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Mineral Leases.

It is the intent of the Board of Regents to lease oil, gas and other mineral interests of the University for development whenever there is a demand which will reasonably insure that they may be leased advantageously and it is in the best interest of the University to do so. All leases will be executed in accordance with applicable laws and with rules and regulations adopted by the Board which are not inconsistent with the provisions of law. The reason for leasing minerals is to obtain additional income for support of teaching and research programs.

(1) LANDS UNDER EXCLUSIVE CONTROL OF THE BOARD AND OWNED BY THE STATE OF TEXAS.

(A) The Board will lease to the highest bidder at public auction in accordance with the provision of Sections 109.61-109.79 of the Texas Education Code V.T.C.A.

(B) Leases normally will be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.

(C) No bid shall be accepted which offers a royalty of less than one-quarter of production, a primary term greater than five years or a delay rental of less than \$5.00 per acre per year.

(2) MINERAL AND ROYALTY INTERESTS DERIVED FROM TRUSTS AND GIFTS

(A) Leases will be negotiated with prospective lessees to obtain their best offer above the minimums outlined in (C) below.

(B) Leases will normally be for oil and gas production only. Separate leases will be required for other mineral production, whether strip-mined or not.

(C) No proposal shall be accepted which offers a royalty of less than one-quarter of production, a primary term of more than five years or a delay rental of less than \$5 per year per mineral acre, beginning with the second year of the lease.

(3) APPROVAL.

All leases and other documents relating to leasing will be approved by the Finance Committee, by the Board as a ratification item and signed by the President and Chief Executive Officer.

RESIDENCE HALLS

1981-82 Academic Year Rates for a Double Room and Twenty Meals per Week:

Gordon and Doak	\$1,595
Horn, Knapp, Weeks, Wells, Carpenter, Gaston, Sneed, and Bledsoe	\$1,695
Wall, Gates, Hulen, Clement, Stangel, and Murdough	\$1,867
Chitwood, Weymouth, and Coleman	\$1,965
For single room	Add \$190 per year
Gaston Apartments	\$580 to \$916

DELEGATION AND SIGNATURE AUTHORIZATION

1. 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, to those officers and administrators shown on the attached list, 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 May 15, 1981 through August 31, 1982.
2. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds to M. Dan Williams, Interim Vice President for Finance & Administration; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Steve Pruitt, Accounting Group Supervisor; or Liz Saenz, Accounting Group Supervisor; or Ann Miller, Accounts Payable Supervisor; or Jana Jenkins, Assistant Accounts Payable Supervisor; or A. Rex Jasper, Head of Payroll, or Gerie L. Pirkey, Chief Accountant; or Renise Blair, Accountant II; or Pat Sayles, Accountant II; or Becky Stroud, Accountant II; or Karen Evans, Accountant II; or Jerry Bridges, Accountant I; or Susan Davidson, Accountant I; or Judy L. Lin, Accountant I, effective May 15, 1981 through August 31, 1982, or until such time as they are separated from the University or assigned another responsibility, and further, to approve official travel reimbursements 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: Dr. Lauro F. Cavazos, President; or Dr. Glenn E. Barnett, Vice President for Planning; or M. Dan Williams, Interim Vice President for Finance & Administration; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Steve Pruitt, Accounting Group Supervisor; or Liz Saenz, Accounting Group Supervisor; or Ann Miller, Accounts Payable Supervisor; or Renise Blair, Accountant II, effective May 15, 1981 through August 31, 1982 or until such time as they are separated from the University or assigned another responsibility.
3. 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 First National Bank, Lubbock, Texas: Employees who may sign, M. Dan Williams, Interim Vice President for Finance & Administration; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Clyde H. Westbrook, Jr., Budget Officer, and employees who may countersign provided a different employee mentioned above has signed,

M. Dan Williams, Interim Vice President for Finance & Administration; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Steve Pruitt, Accounting Group Supervisor; or Liz Saenz, Accounting Group Supervisor; or A. Rex Jasper, Head of Payroll, effective May 15, 1981 through August 31, 1982, or until such time as they are separated from the University or assigned another responsibility, and further, to sign and/or countersign cashier's checks drawn on the University's Cashier's Account in the First National Bank, Lubbock, Texas: Employees who may sign, Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Steve Pruitt, Accounting Group Supervisor; or Clyde H. Westbrook, Jr., Budget Officer; or Mildred Caldwell, Bursar, and employees who may countersign provided a different employee mentioned above has signed, Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Steve Pruitt, Accounting Group Supervisor; or Liz Saenz, Accounting Group Supervisor; or Debra Webb, Accounting Clerk IV; or Becky L. Brown, Accounting Clerk II, effective May 15, 1981 through August 31, 1982 or until such time as they are separated from the University or are assigned another responsibility, and further, to sign and/or countersign checks drawn on the University's Financial Aids Cashier's Account in the First National Bank, Lubbock, Texas: Employees who may sign, Ronny Barnes, Director of Financial Aids; or Ronnie Glasscock, Assistant Director of Financial Aids; or Tommie Beckwith, Financial Aids Advisor; or Walter Norman, Financial Aids Advisor; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance, and employees who may countersign provided a different employee mentioned above has signed, Ronny Barnes, Director of Financial Aids; or Ronnie Glasscock, Assistant Director of Financial Aids; or Jo Hutcherson, Financial Aids Advisor; or Mildred Caldwell, Bursar, effective May 15, 1981 through August 31, 1982 or until such time as they are separated from the University or are assigned another responsibility, and further, to authorize transfers, by wire or other means, of funds between University depositories: Employees who may authorize, M. Dan Williams, Interim Vice President for Finance & Administration; or Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance, and employees who may counter-authorize provided a different employee mentioned above has signed, Max C. Tomlinson, Assistant Vice President for Business Affairs; or Marsha A. Barnes, Director of Accounting & Finance; or W. W. Hart, Associate Director of Accounting & Finance; or Eldon J. Hambright, Assistant Director of Accounting & Finance; or Charlie L. Stallings, Manager of Accounting Services; or Clyde H. Westbrook, Jr., Budget Officer, effective May 15, 1981 through August 31, 1982 or until such time as they are separated from the University or assigned another responsibility.

Texas Tech University officers and administrators delegated authority to approve travel leaves:

President
Vice President for Planning
Vice President for Academic Affairs
Vice President for Finance & Administration
Vice President for Research & Graduate Studies
Vice President for Student Affairs
General Counsel
Director of Development
Director of Public Affairs
Director of University News & Publications
Affirmative Action Officer
Dean of the College of Agricultural Sciences
Dean of the College of Arts & 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

Oil and Gas Leases - Jessie W. Thornton Estate

a. Approve an Oil and Gas lease to Exxon Corporation on an undivided 7/100 interest in the 167.0 acre A. F. Sheppard Tract of the E. A. Lambert Survey in Gregg County, Texas. Terms of the lease provide for 1/4 royalty, \$100 per mineral acre bonus, \$5 per mineral acre annual delay rental and a primary term of 3 years.

b. Approval of an Oil and Gas lease to Exxon Corporation on an undivided 7/100 interest in the 86.1 acre J.W.L. Younse Tracts of the William Goodwin Survey in Gregg and Upshur Counties of Texas. Terms of the lease provide for 1/4 royalty, \$100.05 per mineral acre bonus, \$5 per mineral acre annual delay rental and a primary term of two years.

RESOLUTION

CHARLES BATES AND FLORA LANEY THORNTON

WHEREAS, Charles Bates Thornton and Flora Laney Thornton, both natives of Texas and former students of Texas Tech University, have exemplified by their lives the truest and deepest meaning of patriotism and superior citizenship; and

WHEREAS, Mr. Thornton demonstrated early his determination to overcome serious financial obstacles by earning, in 1937 during the Great Depression, a bachelor's degree in commercial science at George Washington University; and

WHEREAS, Mr. Thornton distinguished himself in the United States Air Force in World War II and further distinguished himself throughout his career as adviser to Presidents, members of Cabinets, members of the U.S. Congress and other high state and federal officials; and

WHEREAS, among Mr. Thornton's extensive areas of service to his country, are the many years he devoted to the Industry Advisory Council to the Department of Defense; and

WHEREAS, Charles Bates Thornton also distinguished himself in the private business sector by his ability to influence for good many of the nation's outstanding business and industrial leaders and, as a consequence, helped greatly to strengthen this nation's economic position; and

WHEREAS, Mr. Thornton has not only contributed to the advancement of free enterprise and the security of the nation but also contributed of his time and energies to human rights, human welfare, human health, freedom of communication, music and the opera, and many and various other areas of humanitarian concerns; and

WHEREAS, Mrs. Thornton has joined her husband in many of these interests, in addition to pursuing her own special concerns in the fields of human nutrition and nutrition education; and

WHEREAS, both Mr. and Mrs. Thornton have enhanced the quality of higher education through their special and personal contributions to Harvard University, Stanford University, George Washington University, the University of Southern California and Pepperdine University; and

WHEREAS, their interest in higher education was specifically and magnificently demonstrated in 1980 by Mr. and Mrs. Thornton's gifts of the George Herman Mahon Professorship in Law and the Charles Bates Thornton Professorship in Engineering at Texas Tech University; and

WHEREAS, Mr. and Mrs. Thornton have further endowed fellowships for students of law and students of engineering at Texas Tech University to insure that future generations will have educational opportunities beyond those available to Mr. and Mrs. Thornton when they, themselves, attended college;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Regents of Texas Tech University pause in their deliberations to recognize and salute Charles Bates and Flora Laney Thornton and to acknowledge their contributions to higher education and express deep gratitude for their dedication and devotion to this university;

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting and a copy be delivered to Charles Bates and Flora Laney Thornton.

RESOLUTION

Fact Findings of the Appointment of
Professor Hal M. Bateman
to the State Securities Board
of the State of Texas

WHEREAS, the Governor of the State of Texas has appointed Professor Hal M. Bateman to serve as a member of the State Securities Board for a six-year term to expire January 16, 1987.

WHEREAS, House Bill 102 of the Sixty-first Legislature, R.S., requires certain findings of facts before a nonelective state officer or employee may accept an offer to serve in other nonelective state offices or positions of honor, trust or profit.

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

1. The service of Professor Hal M. Bateman as a member of the State Securities Board of the State of Texas is of benefit to the University and the State of Texas, and he is authorized and directed to accept the appointment.
2. The services of Professor Hal M. Bateman as a member of the Securities Board of the State of Texas does not conflict with his position of employment at Texas Tech University.
3. He shall serve without compensation other than travel per diem for meetings actually attended.

WITNESS MY HAND this _____ day of _____, 1981.

BOARD OF REGENTS
TEXAS TECH UNIVERSITY

Chairman

ATTEST:

(Mrs.) Freda Pierce, Secretary

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Appointments - General Administration
Teaching, and Non-Classified Positions
March through April, 1981

1. March through April, 1981

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Alster, Kazimierz Visiting Assistant Professor	Mathematics	9-1-81/5-31-82
Bumpass, Donald L. Associate Professor	Economics	9-1-81/5-31-82
Dasgupta, Purnendu Kumar Assistant Professor	Chemistry	9-1-81/5-31-82
Gately, Mary Sue Assistant Professor	Accounting - Business Administration	9-1-81/5-31-82
Johnson, Roger Wesley Visiting Assistant Professor	Mathematics	9-1-81/5-31-82

TEXAS TECH UNIVERSITY
Lubbock, Texas

Summary of Appointments - General Administration,
Teaching, and Non-Classified Positions
March through April, 1981

2.

ARTS AND SCIENCES

Chemistry	
Assistant Professor	1
Economics	
Associate Professor	1
Mathematics	
Visiting Assistant Professor	2

BUSINESS ADMINISTRATION

Accounting	
Assistant Professor	<u>1</u>
TOTAL	<u>5</u>

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Resignations and/or Terminations -
General Administration, Teaching, and Non-Classified Positions -
March and April, 1981

3.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Davidow, Robert P. Professor	Law	5-31-81
Jones, Thomas W. Assistant Professor	Education	7-15-81
Lucero, Amarante Assistant Professor	Theatre Arts	5-31-81
Yoder, R. Clifford Assistant Vice President for Student Affairs	Residence Halls	3-31-81

TEXAS TECH UNIVERSITY
Lubbock, Texas

Summary of Resignations/or Terminations
General Administration, Teaching, and Non-Classified Positions -
March and April, 1981

4.

ARTS AND SCIENCES

Theatre Arts	
Assistant Professor	1

EDUCATION

Assistant Professor	1
---------------------	---

LAW

Professor	1
-----------	---

GENERAL ADMINISTRATION

Residence Halls	
Assistant Vice President for Student Affairs	<u>1</u>

TOTAL	<u><u>4</u></u>
-------	-----------------

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or over</u>	<u>4.5 months or over</u>
1. Instructor	-0-	-0-
2. Visiting Part-time Instructor	-0-	-0-
3. Part-time Instructor	-0-	2
4. Teaching Assistant	-0-	10
5. Lecturer	-0-	3
TOTAL	-0-	15

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

December 1980 through February 1981

6. FOR INFORMATION ONLY: EMPLOYMENT AND TERMINATION OF CLASSIFIED PERSONNEL

Description:	<u>Appointment Period</u>		<u>Revisions</u>	<u>Terminations</u>
	<u>9 Months and Over</u>	<u>4½ Months and Under</u>		
1. Clerical & Fiscal Group	58		54	76
2. Equipment Operators	20		6	16
3. Building, Grounds Services	62		17	55
4. Engineering, Trades Technical	11		5	7
5. Personnel Services, Residence Halls & Public Relations	17		21	19
6. Agricultural Services	2		2	3
7. Stores & Purchasing	3		1	3
8. Miscellaneous Group	89		9	70
9. Food Service	<u>13</u>		<u>2</u>	<u>12</u>
TOTALS	275		117	261

TEXAS TECH UNIVERSITY
Lubbock, Texas

For Information Only: Official Travel
March 03 though April 21, 1981

7.

Out-of-State Travel Leaves:

1. Purpose of Leaves Summarized into Five Groups:	<u>Number</u>
a. To present an Original Research Paper-----	36
b. To attend a Professional Meeting-----	135
c. Trip in Conjunction with Research Project -----	57
d. Trip Required in Performance of University Duties-----	55
e. Multiple Purpose: Meeting/Paper-----	<u>5</u>
Total-----	288

2. Estimated Expenses and Sources of Funds to be Used:	<u>Number</u>	<u>Estimated Amount</u>
a. From State Appropriated Funds-----	115	\$ 47,301.92
b. From Auxiliary Accounts-----	36	23,964.80
c. From Current Restricted Funds-----	137	61,441.51
d. From Museum-----	-0-	-0-
e. From Agency Funds and Other Sources-----	<u>-0-</u>	<u>-0-</u>
Total-----	288	\$132,708.23

Mills and Davis, Architects - Renovation of North Wing of Gaston Residence Hall

8. a. The following agreement with Mills and Davis Architects to provide architectural and engineering services for the renovation of the north wing of Gaston Residence Hall is entered for informational purposes. Execution of this contract was authorized in the Board meeting of January 31, 1981, Item M105.

Contract No. 328

AGREEMENT

made this the 24th day of February in the year Nineteen Hundred Eighty one
BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President and Chief Executive Officer and
Mills and Davis,
Architects.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids and provide the administration of general construction, mechanical and electrical work for the renovation of the north wing of Gaston Residence Hall.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

Advise and consult with the Owner. Issue the Owner's instructions to the Contractor.

Make periodic visits to the site on working days at no extra cost to the Owner to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process 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, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided.

2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing the contract documents for bidding purposes and the reproduction costs of the required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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 University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. 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:

Mills and Davis, Architects
2345 50th Street
Lubbock, Texas 79412

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

President and Chief Executive Officer
Texas Tech University
P. O. Box 4349
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, or a combination thereof, as the case may be and approved by Owner.

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

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 17th day of April, 1981.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
MILLS AND DAVIS, ARCHITECTS

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President and
Chief Executive Officer

By: /s/ Tom Mills

Mills and Davis, Architects - Renovation of Bathrooms in Gordon Residence Hall

8. b. The following agreement with Mills and Davis Architects to provide architectural and engineering services for the renovation of the bathrooms in Gordon Residence Hall is entered for informational purposes. Execution of this contract was authorized in the Board meeting of January 31, 1981, Item M110.

Contract No. 326

AGREEMENT

made this the 24th day of February in the year Nineteen Hundred Eighty one

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President and Chief Executive Officer and
Mills and Davis,
Architects.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids and provide the administration of general construction, mechanical and electrical work for the renovation of the bathrooms in Gordon Residence Hall.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

Advise and consult with the Owner. Issue the Owner's instructions to the Contractor.

Make periodic visits to the site on working days at no extra cost to the Owner to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process 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, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing the contract documents for bidding purposes and the reproduction costs of the required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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 University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

Following completion of any phase of the work, the Owner may elect to continue,

delay, abandon or revise the work. The payment for services accordingly will be as mutually agreed per the contract documents.

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. 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:

Mills and Davis, Architects
2345 50th Street; Suite 115
Lubbock, Texas 79412

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

President and Chief Executive Officer
Texas Tech University
P. O. Box 4349
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, or a combination thereof, as the case may be and approved by Owner.

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

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 17th day of April, 1981.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
MILLS AND DAVIS, ARCHITECTS

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President and
Chief Executive Officer

By: /s/ Tom Mills

Mills and Davis, Architects - Upgrading primary electrical system in Gordon and Bledsoe Residence Halls

c. The following agreement with Mills and Davis Architects to provide architectural and engineering services for upgrading of the primary electrical system in Gordon and Bledsoe Residence Halls is entered for informational purposes. Execution of this contract was authorized in the Board meeting of December 5, 1980, Item M83.

Contract No. 327

AGREEMENT

made this the 24th day of February in the year Nineteen Hundred Eighty one
BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President and Chief Executive Officer and Mills and Davis, Architects.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids and provide the administration of general construction, mechanical and electrical work for the upgrading of the primary electrical system in Gordon and Bledsoe Residence Halls.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

Advise and consult with the Owner. Issue the Owner's instructions to the Contractor.

Make periodic visits to the site on working days at no extra cost to the Owner to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process 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, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided.

2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.
3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing the contract documents for bidding purposes and the reproduction costs of the required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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 University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. 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:

Mills and Davis, Architects
2345 50th Street; Suite 115
Lubbock, Texas 79412

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

President and Chief Executive Officer
Texas Tech University
P. O. Box 4349
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, or a combination thereof, as the case may be and approved by Owner.

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

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 17th day of April, 1981.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
MILLS AND DAVIS, ARCHITECTS

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President &
Chief Executive Officer

By: /s/ Tom Mills

Mills and Davis, Architects - Rehabilitation of frozen food storage at the Central Foods Facility

8. d. The following Agreement with Mills and Davis, Architects, for the rehabilitation of frozen food storage at the Central Foods Facility is entered for informational purposes. Execution of this Agreement was authorized in the Board meeting of January 31, 1981, Item M108.

Contract No. 325

AGREEMENT

made this the 24th day of February in the year Nineteen Hundred Eighty one
BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President and Chief Executive Officer and
Mills and Davis,
Architects.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids and provide the administration of general construction, mechanical and electrical work for the rehabilitation of frozen food storage at the Central Foods Facility.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

Advise and consult with the Owner. Issue the Owner's instructions to the Contractor.

Make periodic visits to the site on working days at no extra cost to the Owner to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process 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, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing the contract documents for bidding purposes and the reproduction costs of the required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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 University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. 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:

Mills and Davis, Architects
2345 50th Street; Suite 115
Lubbock, Texas 79412

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

President and Chief Executive Officer
Texas Tech University
P. O. Box 4349
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, or a combination thereof, as the case may be and approved by Owner.

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

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 17th day of April, 1981.

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
MILLS AND DAVIS, ARCHITECTS

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President
and Chief Executive Officer

By: /s/ Tom Mills

Pharr and Pharr Enterprises - Gordon Residence Hall Bathroom Remodeling

8. e. The following Agreement with Pharr and Pharr Enterprises in the amount of \$73,950 for the remodeling of bathrooms in Gordon Residence Hall is entered for informational purposes. Execution of this contract was approved in the Board meeting of March 27, 1981, Item M139.

Contract No. 331

AGREEMENT

THIS AGREEMENT, made this 31st day of March, in the year Nineteen Hundred Eighty One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and Pharr and Pharr Enterprises, Lubbock, Lubbock County, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The contractor shall perform all the Work required by the Contract Documents for Bathroom Remodeling in Gordon Residence Hall, Texas Tech University, Lubbock, Texas.

ARTICLE 3

Mills and Davis - Architects
Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before August 7, 1981.

The Contractor further agrees to pay, as liquidated damages, the sum of \$105 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 5

CONTRACT SUM

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

Seventy Three Thousand Nine Hundred Fifty Dollars (\$73,950)
which includes Alternate No. 1 to remodel the small bathroom
on the third floor.

ARTICLE 6

PROGRESS PAYMENTS

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

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

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

ARTICLE 7

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion

of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	Pages
Table of Contents	1
Notice to Bidders	1
Information to Bidders	4
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Equal Opportunity Clause	2
Wage Scale	1
Uniform General Conditions	26
Supplementary General Conditions	18
Specifications, Divisions: Special Conditions	8 pages, 1, 2, 3, 4, 5, 6, 7, 8
	P and E.

Drawings Dated March 5, 1981, Sheets 1 through 4

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

Included in the total contract sum is \$40,000 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
PHARR AND PHARR ENTERPRISES

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President and
Chief Executive Officer

/s/ Jimmy R. Pharr

O. W. Chisum and Company - Heating, Ventilation and Air Conditioning Revisions,
Coleman Hall

8. f. The following Agreement with O. W. Chisum and Company, Mechanical Contractors, in the amount of \$250,150 for heating, ventilation and air conditioning revisions for Wiggins Dormitory Complex, Phase II, Coleman Hall, is entered for informational purposes. Execution of this contract was authorized in the Board meeting of March 27, 1981, Item M137.

Contract No. 332

AGREEMENT

THIS AGREEMENT, made this 31st day of March, in the year Nineteen Hundred Eighty One

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President and Chief Executive Officer, and O. W. Chisum and Company, Mechanical Contractors, Lubbock, Lubbock County, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 8.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Energy Conserving HVAC revisions for Wiggins Dormitory Complex, Phase II, Coleman Hall, Texas Tech University, Lubbock, Texas.

ARTICLE 3

ENGINEER

Fanning, Fanning and Agnew, Inc.
Lubbock, Texas

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before a date to be specified in a written "Notice to Proceed" from the Owner and completed on or before August 15, 1981.

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 5

CONTRACT SUM

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

Two Hundred Fifty Thousand One Hundred Fifty Dollars (\$250,150) which includes Alternate No. 1 and the \$101,570 previously executed Purchase Order to Armstrong Mechanical Co., Inc., Lubbock, Texas, for 310 variable volume terminals and 36 ceiling type terminals.

ARTICLE 6

PROGRESS PAYMENTS

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

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

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

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

	Pages
Table of Contents	1
Notice to Bidders	1
Information to Bidders	4
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Equal Opportunity Clause	3
Wage Scale	4
Uniform General Conditions	26
Supplementary General Conditions	18
Specifications, Divisions 1 and 15 (Divisions 2 through 14 not used)	
Drawings Dated March 1, 1981	
Mechanical and Electrical Sheets 1 through 4	
Addenda No. 1	

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

Included in the total contract sum is \$182,500 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER
TEXAS TECH UNIVERSITY

CONTRACTOR
O. W. CHISUM & CO., MECHANICAL CONTRACTORS

/s/ Lauro F. Cavazos
Lauro F. Cavazos, President and
Chief Executive Officer

/s/ Calvin G. Leverett

Whitaker McQueen Jones, Architects - University Center Kitchen, Serving and Dining Improvements

8. g. The following Agreement with Whitaker McQueen Jones, Architects, for architectural and engineering services for the University Center improvements to the kitchen, serving and dining facilities is entered for informational purposes. Execution of this agreement was authorized in the Board meeting of March 27, 1981, Item M141.

Contract No. 334

AGREEMENT

made this the 14th day of April in the year Nineteen Hundred Eighty one

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Lauro F. Cavazos, President and Chief Executive Officer and
Whitaker McQueen Jones, Architects.

A. SCOPE OF THE WORK

Provide architectural and engineering services to prepare plans and specifications, assist in receiving bids and provide the administration of general construction, mechanical and electrical work for the University Center improvements to the Kitchen, serving and dining facilities.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

Advise and consult with the Owner. Issue the Owner's instructions to the Contractor.

Make periodic visits to the site on working days at no extra cost to the Owner to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process 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, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services

as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

3. When continuous field supervision of construction is deemed necessary by the Owner, in addition to the Architect's basic services, the Owner shall bear the cost of such supervisory personnel. This personnel must be mutually acceptable to the Owner and the Architect.
4. The Owner will pay the cost of reproducing the contract documents for bidding purposes and the reproduction costs of the required "As Built" documents.

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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 University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's direct personnel expenses and records of accounts of reimbursable expenses for which reimbursement is requested shall be kept on a generally recognized accounting basis and shall be available to the Owner. 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:

Whitaker McQueen Jones, Architects
2517 74th Street
Lubbock, Texas

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

President and Chief Executive Officer
Texas Tech University
P. O. Box 4349
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, or a combination thereof, as the case may be and approved by Owner.

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

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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 24th day of April, 1981.

OWNER
TEXAS TECH UNIVERSITY

/s/ Lauro F. Cavazos
Lauro F. Cavazos
President and Chief Executive Officer

ARCHITECT
WHITAKER McQUEEN JONES

By: /s/ Sanford Whitaker
Sanford C. Whitaker
President

9. Commencement Program - May 15, 1981