

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETINGS  
1974 - 1975  
VOLUME II

MINUTES OF  
BOARD OF REGENTS MEETING  
AUGUST 1, 1975

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Minutes

Board of Regents Meeting  
August 1, 1975

M174. The Board of Regents of Texas Tech University met in regular session on August 1, 1975 in the Lockhart Room of the Civic Center in El Paso, Texas. The following Regents were present: Mr. Clint Formby, Chairman, Dr. Judson F. Williams, Vice Chairman, Mr. J. Fred Bucy, Jr., Mr. Bill E. Collins, Dr. John J. Hinchey, Mr. A. J. Kemp, Jr., Mr. Robert L. Pfluger, Mr. Charles G. Scruggs, and Mr. Don R. Workman. No Regents were absent. University officials and staff present were: Dr. Grover E. Murray, President; Dr. Glenn E. Barnett, Executive Vice President; Mr. Leo E. Ells, Vice President for Financial Affairs and Treasurer; Dr. Clyde E. Kelsey, Jr., Vice President for Development; Mr. Bill J. Parsley, Vice President for Public Affairs; Dr. William R. Johnson, Interim Vice President for Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Richard A. Lockwood, Vice President for the Health Sciences Centers; Dr. George Tyner, Dean, School of Medicine; Dr. Monty E. Davenport, Senior Associate Vice President; Mr. Carlton B. Dodson, Resident Counsel; Mrs. Freda Pierce, Secretary of the Board; Mr. Norman Igo, Director of New Construction; Dr. Anson R. Bertrand, Dean, College of Agricultural Sciences; and Mrs. Bea Zeeck, Assistant Director of Information Services.

Others present were: Mr. Roy Bass, Mayor, City of Lubbock; Mrs. Rebecca G. Cowell, Mrs. Joharrie C. Hemenway, Mr. George A. Ponsford and Mrs. Mary Elizabeth Cowell Ponsford, El Paso; Mr. George Richie, Architect, Harwood K. Smith and Partners; Mr. Atmar Atkinson, Architect, Atkinson, Atkinson and Associates; Mr. Bill Cantrell, Architect; Mr. Ralph Davis, Architect, Davis and Associates; Mr. Joe Hughes, Avalanche-Journal; Ms. Melissa Griggs, El Paso Times; Ms. Nancy Hamilton, El Paso Post; Mr. Bob Hannan, Editor, University Daily; Mr. Bob Duncan, President, Student Association; Miss Julie Martin, Internal Vice President, and Mr. Mark Cowart, External Vice President, Student Association.

M175. Mr. Formby called the meeting to order, and asked Mr. Carlton Dodson to give the invocation. Mr. Formby welcomed all who were in attendance at the meeting, and expressed appreciation for the hospitality which had been shown by the people of El Paso.

M176. Upon motion made by Mr. Collins, seconded by Dr. Williams, the Board by unanimous vote approved the Minutes of the meeting of May 16, 1975.

M177. Upon motion made by Dr. Williams, seconded by Dr. Hinchey, the Board by unanimous vote approved Administrative Actions not previously acted upon by the Board, being Items 9a through 12i.

M178. Upon motion made by Dr. Hinchey, seconded by Mr. Collins, the Board by unanimous vote approved the election of Mr. Clint Formby, Chairman and Dr. Judson F. Williams, Vice Chairman for the coming year.

M179. Upon motion made by Dr. Williams, seconded by Mr. Scruggs, the Board by unanimous vote approved the election of Mrs. Freda Pierce as Secretary of the Board for the coming year.

M180. Upon motion made by Mr. Collins, seconded by Dr. Hinchey, the Board by unanimous vote adjourned to meet as the Board of Regents for the School of Medicine, to reconvene later.

M181. The Board of Regents of Texas Tech University reconvened at 11:20 a.m. and Mr. Formby welcomed members of the media, and asked that they be introduced. He further stated that reports which were not related to Board action will be deferred until the end of the meeting, and possibly to the Thursday afternoon prior to the Board meeting in October. Also, that the Executive Committee would consider bringing a recommendation to the Board that they meet on Thursday afternoons in addition to Friday, as it is no longer possible to take care of the total agenda in one day. Mr. Bucy suggested that the Executive Committee of the Board set the agenda; revise it, contain it, and set the time schedule. Mr. Formby stated that there would be a report at the next meeting relating to this subject.

M182. Mr. Kemp gave the report for the Campus and Building Committee. The following fifteen items (M183 through M197) constitute action taken upon the committee recommendations.

M183. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that May 7, 1975, be recorded as the acceptance date for the University Greenhouse, Phase II.

M184. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Schematic Drawings for the addition to the Textile Research Center be approved and the Project Architects be authorized to proceed with the Contract Documents. Preceding the motion, the Architect explained the proposed addition and exhibited drawings. There was a lot of discussion concerning space, feasibility, and cost. Mr. Bucy suggested that we endeavor to obtain funds from industry and other sources for the total project. Mr. Scruggs suggested exploring the possibilities of leasing space.

M185. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that authorization be given to proceed with Phase II of the Agricultural Facilities at New Deal. The authorization includes the development of contract documents and the receipt of bids which will be presented to the Board at its next meeting, if possible. At the request of Mr. Collins, Dean Bertrand explained that Phase II basically is to complete the clearing of the Medical School Campus. Phase I included the moving of the beef cattle feedlot and the dairy unit. He explained that they are now in process of re-establishing teaching laboratories at the new location.



Mr. Workman interjected that he thought the Dean of Agricultural Sciences has done a fantastic job, and he supported it, but that he doubted the wisdom of spending \$450,000.00 on a dairy. He felt that we could build a dairy that would be profitable, of optimal production, for less expenditure. Dean Bertrand explained that this is not included in this particular project, and when they get ready for this, it would be scaled down considerably. Mr. Pfluger stated that the dairy barn would cost in the vicinity of \$200,000.00.

M186. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Schematic Plans for Renovation for Study Unit H at the Texas Tech University Center at Junction be approved and authorization be given to award and duly execute a contract for the work provided the total project cost, including all job costs, does not exceed \$60,000.00.

M187. Upon motion made by Mr. Kemp, seconded by Mr. Pfluger, the Board by unanimous vote approved the following motion: RESOLVED, that approval by the Board of Regents be given for the schematic design for the Addition to the Tech Press, and authorization be given to proceed with the contract documents and receive bids. Dr. Barnett explained that this should cost in the vicinity of \$130,000.00, which will come from the earnings of the press.

M188. Upon motion made by Mr. Kemp, seconded by Dr. Hinchey, the Board by unanimous vote approved the following motion: That right turn lanes as illustrated in Plan A of the Engineer's report on Indiana Avenue be added at Nineteenth Street on both the northeast and northwest sides and at Fourth Street on both the southeast and southwest sides at a cost not to exceed \$55,200.00. Preceding the motion, Mayor Roy Bass requested on behalf of the City Council the implementation of Mr. Junell's agreement with Mayor Pro Tem Dirk West to provide right turn lanes at Nineteenth and Indiana and Fourth and Indiana, and stated that they believed it might be in order where it crosses the freeway. They also felt that it might be a safety factor if there were acceleration lanes. Dr. Barnett showed drawings of the proposed turn lanes.

M189. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote formally endorsed and approved the Agreement concerning Indiana Avenue which was signed on June 10, 1974 by Mr. Frank Junell and Dirk West, Mayor Pro Tem, with the statement that the Board does support this Agreement. The Agreement is attached and made a part of the Minutes; Attachment No. 1.

M190. Mr. Formby announced that Mr. Bill Tinney, Chairman of the Lubbock County Hospital District Board, had requested that the Board consider two additional right turn lanes on frontage streets going to the hospital. It was the opinion of the Board that they would need to consult engineers and make a study of the proposal. Upon motion made by Mr. Collins, seconded by Mr. Kemp, the Board by unanimous vote approved postponing action on the right turn lanes on frontage streets going to the hospital until such time as the engineers could make a recommendation.

M191. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the bid of W. G. McMillan Construction Company in the amount of \$138,456.00 for the construction of laundry, recreational and snack bar facilities for Sneed, Bledsoe and Gordon Residence Halls be accepted, and that the contract be duly executed.

M192. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents authorizes the Administration to prepare plans and specifications, receive bids, and award a contract to the best and lowest bidder if the bids do not exceed \$50,000.00 for the reroofing of the Social Science Building.

M193. Upon motion made by Mr. Kemp, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents approves the schematics and the elevations of the Ranching Heritage Orientation Center, and that the Administration be authorized to prepare contract documents and ask for bids which will be presented to the Board at its next regular meeting. The project cost is not to exceed \$210,450.00. Prior to the motion, the architect exhibited drawings of the proposed center.

M194. Upon motion made by Mr. Kemp, seconded by Dr. Williams, the Board by unanimous vote approved the following Resolution: RESOLVED, by the Board of Regents of Texas Tech University that the President of Texas Tech University shall have the power, authority, and responsibility in connection with the regulation, control and management of the campus of Texas Tech University, located in the City of Lubbock, Lubbock County, Texas, to make any and all rules and regulations concerning the control, management, and disbursement of traffic of all kinds and types on and over the campus. This power, duty, responsibility, and authority of the President shall include, but is not limited to the following as attached; Attachment No. 2.

M195. Upon motion made by Mr. Kemp, seconded by Mr. Bucy, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents accepts the bid of Lubbock Asphalt Products, Inc.; (1) For \$134,024.00 for the completion of Phase I (that part of the Loop from Boston to 18th North to 6th and Akron), (2) For \$4,881.00 for the rehabilitation of 15th Street from University to Phase I of the Loop, (3) For \$30,955.00 for the rehabilitation of Flint from 19th Street (the highway right-of-way) to 18th Street; the total amount of the bid to be \$169,860.00, and that the contract be duly executed.

M196. Upon motion made by Mr. Kemp, seconded by Dr. Williams, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University does hereby authorize and direct Clint Formby, Chairman of the Board of Regents, to make, execute, and deliver an easement conveyance to various public utility companies to provide utility services to the Medical School and other adjacent and related facilities as prescribed, defined, and set forth on the easement conveyance, documents, and drawings as attached hereto and incorporated herein by reference. (The Attachment is filed in the Office of the Secretary of the Board, and is available for perusal).

- M197. Upon motion made by Mr. Kemp, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED that the Board of Regents approves the concept of a campus loop system of streets as reflected in the proposal dated June, 1975 and furnished to each Regent. BE IT FURTHER RESOLVED, that the Administration be authorized to prepare specifications and receive bids for campus street work with a project budget of \$190,000.00.
- M198. Dr. Williams gave the report for the Academic and Student Affairs Committee. The following nine items (M199 through M207) constitute action taken upon the committee recommendations. At the request of Dr. Williams, Dr. Johnson came forward to report on the various proposals.
- M199. Upon motion made by Dr. Williams, seconded by Mr. Kemp, the Board by unanimous vote approved the change of name of the Department of Engineering Analysis and Design to the Department of Systems.
- M200. Upon motion made by Dr. Williams, seconded by Mr. Collins, the Board by unanimous vote approved the attached Resolution honoring the late Senator S. B. Cowell who was Chairman of the Locating Board for the site selection of Texas Tech. Some relatives of the late Senator were present to accept the Resolution; Attachment No. 3.
- M201. Upon motion made by Dr. Williams, seconded by Mr. Collins, the Board by unanimous vote conferred emeritus status to Elo J. Urbanovsky, Horn Professor of Park Administration.
- M202. Upon motion made by Dr. Williams, seconded by Mr. Scruggs, the Board by unanimous vote approved the redesignation of the Department of Architecture to the Division of Architecture within the College of Engineering.
- M203. Upon motion made by Dr. Williams, seconded by Mr. Scruggs, the Board by unanimous vote approved the following Resolution: RESOLVED, that under the provision of House Bill No. 696, 64th Legislature, the Board of Regents authorizes persons 65 years of age or older to audit courses at Texas Tech University without the payment of any fee if space is available. Mr. Scruggs suggested the issuance of some type of certificate of completion for the courses taken, and Dr. Johnson responded that ideas were in motion for such provisions.
- M204. Upon motion made by Dr. Williams, seconded by Mr. Workman, the Board by unanimous vote approved the amendment to Article III, Section 4 of the Charter of the Faculty Council as follows: Qualification for membership on the Executive Committee shall be membership in the voting faculty, except that administrative officials including assistant deans, shall not be eligible. Department chairmen shall not be excluded from membership.
- M205. Upon motion made by Dr. Williams, seconded by Mr. Pfluger, the Board by unanimous vote approved the establishment of four divisions within the College of Arts and Sciences, to wit, Communications, Fine Arts, Humanities and Social Sciences, and Mathematics and Sciences.

M206. Upon motion made by Dr. Williams, seconded by Mr. Workman, the Board by unanimous vote approved the adoption of the Resolution to establish a named professorship in the Department of Architecture in honor of the first chairman, Florian Arthur Kleinschmidt. The Resolution is attached and made a part of the Minutes; Attachment No. 4.

M207. Dr. Williams and Mr. Formby expressed appreciation to the students present for having made a long trip. Mr. Formby inquired concerning the criterion for awarding scholarships, and Dr. Ewalt responded by stating that grade point average was the basis on which they are awarded. Mr. Formby further inquired concerning the teaching of business ethics. Dr. Johnson explained that there is currently a course on legal ethics, but it was confined to the School of Law. Mr. Formby stated that he felt there is an obligation to discuss the possibility of teaching such a subject in our College of Business Administration. Dr. Murray commented that in the Business Law course in the College of Business Administration it is at least touched upon.

M208. Mr. Pfluger reported for the Ad Hoc Committee on Agricultural Sciences. He stated that the Committee met on July 2 and the problems of most concern are lack of funds for research, and some type of animal science facility on the campus. Mr. Pfluger read a statement composed by the Committee recommending that the Board of Regents support a joint agreement with Texas A & M University. Mr. Scruggs stated that they want to reaffirm the principles that have been established by preceding boards. He further explained that he felt when such an agreement was announced, there would be a lot of industry support which has previously been withheld from both institutions because of a desire not to play favorites; by the two working together, they could get resources that neither has been able to get in the past. Dr. Murray stated that he would like to encourage approval of this agreement, that it would advance our agricultural activities---he endorsed it.

M209. Upon motion made by Mr. Pfluger, seconded by Dr. Williams, the Board by unanimous vote approved the following: We, as Committee on Agricultural Sciences, recommend that the Board of Regents of Texas Tech ratify in principle the suggested joint agreement on agriculture with Texas A & M University. We shall also recommend that the Board of Regents request the administration and Dr. Bertrand to prepare a visionary plan that outlines Texas Tech University's continued involvement in agricultural teaching, research and public service in the West Texas region, emphasizing areas of unique new opportunity.

And we further shall recommend that the Board of Regents continue the Board's Committee on Agricultural Science.

M210. Mr. Pfluger gave the report for the Public Relations and Legislative Committee. Upon motion made by Mr. Pfluger, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: Resolved, that the Board of Regents of Texas Tech University upon recommendation of the Board of Directors, Texas Tech University Foundation, appoint the persons nominated as Directors of the Texas Tech University Foundation as reflected on the attached lists for three year terms, being September 1, 1975 through August 31, 1978. The lists are attached and made a part of the Minutes; Attachments No. 5 and 6.

M211. Mr. Scruggs gave the report for the Committee of the Whole. The following six items (M212 through M217) constitute action taken upon the committee recommendations.



M212. Upon motion made by Mr. Scruggs, seconded by Mr. Workman, the Board by unanimous vote approved the Resolution which he read, in memory of Mrs. Mercedes Libby Collins, and asked that everyone stand for a moment in silent tribute. The Resolution is attached and made a part of the Minutes; Attachment No. 7.

M213. Upon motion made by Mr. Scruggs, seconded by Dr. Williams, the Board by unanimous vote approved the Resolution honoring Mr. Roy Furr, Sr.; Attachment No. 8.

M214. Upon motion made by Mr. Scruggs, seconded by Mr. Pfluger, the Board by unanimous vote approved the Resolution honoring Mr. C. T. McLaughlin; Attachment No. 9.

M215. Upon motion made by Mr. Scruggs, seconded by Mr. Kemp, the Board by unanimous vote approved the Resolution in honor of Miss Christine DeVitt, Attachment No. 10.

M216. Upon motion made by Mr. Scruggs, seconded by Mr. Kemp, the Board by unanimous vote approved the Resolution honoring Mrs. Helen DeVitt Jones; Attachment No. 11.

M217. Upon motion made by Mr. Scruggs, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: We hereby declare that it is the strong intent of the Board of Regents of Texas Tech University that the Dedication and Formal Opening of the Ranching Heritage Center in mid 1976, shall be a major effort of the University.

Further, we hereby declare that the Administration shall appoint a special Ranching Heritage Center Task Force drawing upon appropriate strength and competence of the many disciplines and departments of the University and that the Task Force specialists shall be prepared to make a major input into this special public relations effort, and further that since fund raising time is of the essence and we hereby request the Administration to move as aggressively as possible in this matter.

M218. Mr. Bucy gave the report for the Finance Committee. The following twenty-one items (M219 through M239) constitute action taken upon the Committee recommendations.

M219. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees to sign and/or countersign checks drawn on the Revolving Fund and all other checking accounts of the University in any depository bank: Employees who may sign, Leo E. Ells, Vice President for Financial Affairs and Treasurer; or Max C. Tomlinson, Director of Accounting and Finance; or Clyde H. Westbrook, Jr., Budget Officer, and employees who may countersign provided a different employee mentioned above has signed, W. W. Hart, Deputy Director of Accounting and Finance; or Max C. Tomlinson, Director of Accounting and Finance; or A. Rex Jasper, Head of Payroll; or Eldon J. Hambright, Chief Accountant, or J. L. Solomon, Chief Accountant, effective the 1st day of September, 1975, through August 31, 1976 and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees 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, Mildred Caldwell, Bursar; or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or J. L. Solomon, Chief Accountant, and employees who may countersign provided a different employee mentioned above has signed, Linda Lofton, Accounting Clerk II, or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or Eldon J. Hambright, Chief Accountant; or Sarah McMillon, Accountant, or Shari Daffern, Accountant, effective the 1st day of September, 1975, through August 31, 1976, and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower the following employees 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, Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or D. S. Akins, Director of Financial Aids; or M. J. Crozier, Financial Aids Advisor, and employees who may countersign provided a different employee mentioned above has signed, D. S. Akins, Director of Financial Aids; or Mildred Caldwell, Bursar, effective the 1st day of September, 1975, through August 31, 1976.

M220. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. Grover E. Murray, President; or Dr. Glenn E. Barnett, Executive Vice President; or Mr. Leo E. Ells, Vice President for Financial Affairs and Treasurer; or Mr. Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance, 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, effective the 1st day of September, 1975, through August 31, 1976.

M221. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University delegate authority for the approval and payment of all accounts covering expenditures from State funds and all other University controlled funds to Leo E. Ells, Vice President for Financial Affairs and Treasurer; or Max C. Tomlinson, Director of Accounting and Finance; or W. W. Hart, Deputy Director of Accounting and Finance; or E. J. Hambright, Chief Accountant; or J. L. Solomon, Chief Accountant; or Gerie L. Pirkey, Chief Accountant; or A. Rex Jasper, Head of Payroll; or W. C. Lawrence, Accounts Payable Supervisor; or Sarah McMillon, Accountant; or Shari Daffern, Accountant; or George W. Wood, Accounting Analyst, effective September 1, 1975, through August 31, 1976.

M222. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. Grover E. Murray, President; or Dr. Glenn E. Barnett, Executive Vice President; or Dr. William R. Johnson, Interim Vice President for Academic Affairs; or Mr. Leo E. Ells, Vice President for Financial Affairs and Treasurer; or Dr. Monty E. Davenport, Senior Associate Vice President; or Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; or Dr. Robert H. Ewalt, Vice President for Student Affairs; or Mr. F. J. Wehmeyer, Associate Vice President for Administrative Services to approve travel leaves, either in-state or out-of-state,\* for employees traveling on official business (as defined by law) of the University for the period September 1, 1975, through August 31, 1976, and further,

RESOLVED, that the Board of Regents of Texas Tech University designate and empower Dr. A. R. Bertrand, Dean of the College of Agricultural Sciences; or Dr. L. L. Graves, Dean of the College of Arts and Sciences; or Dr. J. D. Steele, Dean of the College of Business Administration; or Dr. R. H. Anderson, Dean of the College of Education; or Dr. J. R. Bradford, Dean of the College of Engineering; or Dr. D. S. Longworth, Dean of the College of Home Economics; or Dr. R. B. Amandes, Dean of the School of Law; or Dr. C. Tom Reese, Dean of Continuing Education; or Dr. G. E. Meenaghan, Dean for Research; or Mr. R. C. Janeway, Dean of Library Services to approve travel leaves for faculty and staff members reporting to them, provided these travel leaves involve travel expenses, either in-state or out-of-state,\* for employees traveling on official business (as defined by law) of the University for the period September 1, 1975, through August 31, 1976. This shall not apply to travel outside the contiguous United States.

M223. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that Dr. Grover E. Murray, President, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans under the Higher Education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase for the period September 1, 1975, through August 31, 1976, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman is to execute.

\*Except that travel to countries outside the United States and its possessions, other than Mexico and Canada, requires prior approval of the Board of Regents of Texas Tech University and of the Governor of the State of Texas for employees traveling on official leave for which expenses are reimbursable from appropriated funds.

FURTHER RESOLVED, that Dr. Glenn E. Barnett, Executive Vice President, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans under the Higher Education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all gifts and/or loans of equipment and/or personal property from Federal and State agencies, industry, foundations, and/or individuals; to sign any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase from the period September 1, 1975, through August 31, 1976, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any item the Chairman and/or President is to execute.

FURTHER RESOLVED, that Mr. Leo E. Ells, Vice President for Financial Affairs and Treasurer, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for loans with the Department of Housing and Urban Development; applications for grants and/or loans under the Higher Education Facilities Act of 1963; loans under the National Defense Education Act; grants from any and all sources; grants-in-aid; fellowships under the National Defense Act; research applications; contract research; and contracts with any and all agencies, for the acceptance of any and all letters of instruction or assignment to sell, assign, exchange, or transfer securities; to sign any and all orders to transfer funds from one investment account to another; and to sign any and all letters or orders to purchase for the period September 1, 1975, through August 31, 1976, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman, President, and/or Executive Vice President is to execute.

AND FURTHER RESOLVED, that Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies, Texas Tech University, be and he is hereby authorized to sign all applications, contracts, agreements, financial reports, resolutions, and any and all other documents relating thereto, for grants for research or special programs from any and all sources; research applications; and contract research for the period September 1, 1975, through August 31, 1976, in keeping with the Texas Tech University Board of Regents' approved policies and where not in conflict with any items the Chairman, President, Executive Vice President, and/or Vice President for Financial Affairs and Treasurer is to execute.

M224. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that Grover E. Murray, President; or Glenn E. Barnett, Executive Vice President; or Leo E. Ells, Vice President for Financial Affairs and Treasurer, be and are hereby authorized to approve all budgets, budget changes, contracts, transfers of funds, and any and all items necessary to close the 1974-75 fiscal year, and/or between the final Texas Tech University Board of Regents' meeting for 1975-76, and further,



RESOLVED, that all of the aforementioned items will be submitted to the Texas Tech University Board of Regents for ratification in the agenda for the first Texas Tech University Board of Regents' meeting in the 1975-76 fiscal year.

M225. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote approved the following Resolution: RESOLVED, that the statement of general policy to govern the granting of tuition scholarships as authorized by House Bill No. 265, 55th Legislature as amended by House Bill No. 43, 62nd Legislature is approved and is attached; Attachment No. 12.

M226. Upon motion made by Mr. Bucy, seconded by Mr. Scruggs, the Board by unanimous vote authorized the Chairman of the Board to sign the Attached Inter-agency Cooperation Contract between Texas Tech University and Texas Tech University School of Medicine covering the continued use of Drane Hall as interim School of Medicine facilities; Attachment No. 13.

M227. Upon motion made by Mr. Bucy, seconded by Mr. Scruggs, the Board by unanimous vote authorized the Chairman of the Board of Regents to sign the attached Interagency Cooperation Contract between Texas Tech University and Texas Tech University School of Medicine covering the use of Gaston Hall as interim research facilities for the period September 1, 1975 through August 31, 1978; Attachment No. 14.

M228. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote authorized the Chairman of the Board of Regents to sign the attached Interagency Cooperation Contract between Texas Tech University and Texas Tech University School of Medicine covering the continued use of Thompson Hall as interim School of Medicine clinical facilities; Attachment No. 15.

M229. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote authorized the Chairman of the Board of Regents to sign the attached Interagency Cooperation Contract between Texas Tech University and Texas Tech University School of Medicine covering current operating services provided by Texas Tech University; Attachment No. 16.

M230. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board voted to authorize the selection of the First National Bank at Lubbock, Texas, as its depository bank for the period September 1, 1975 through August 31, 1977, and accepted the bid submitted by the First National Bank at Lubbock, Texas, dated July 7, 1975. Mr. Workman had removed himself from the room, and abstained from voting. Mr. Scruggs stated that this was the only bank which had responded to our request for bids.

M231. Upon motion made by Mr. Bucy, seconded by Mr. Collins, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University authorize the revisions to the FY 1975-76 Budget reflected on the attached summary sheet and revised budget; Attachment No. 17.

M232. Upon motion made by Mr. Bucy, seconded by Mr. Pfluger, the Board by unanimous vote approved the following Resolution: RESOLVED, that the Board of Regents of Texas Tech University authorize the Vice President for Financial

Affairs and Treasurer to request from the Comptroller of Public Accounts the activation of the Texas Tech University and the Texas Tech University School of Medicine Central Services Account as authorized in Article IV, Section 35 of the General Provisions of Senate Bill 52, 64th Legislature, State of Texas, Regular Session, in amounts authorized in the approved financial plans.

M233. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board by unanimous vote approved the following Resolution: RESOLVED, that the attached Student Health Service Fee Policy be approved to be effective at the beginning of the fall semester of 1975; Attachment No. 18. At the Board's request, Mr. Ellis explained the necessity of the policy, and the authorized exceptions from paying the fee.

M234. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote authorized the establishment of a \$30.00 per semester Karate Fee beginning with the fall of 1975 semester and authorized the Chairman of the Board to sign the attached contract with the Black Dragon Institute for the teaching of a Karate course; Attachment No. 19.

M235. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board by unanimous vote approved the attached Certificate for Resolution Fixing Certain Student Use Fees, and the Resolution Fixing Certain Student Use Fees; Attachments No. 20 and 21. Mr. Ellis commented that this explains the spread of the \$5.50 Student Use Fee approved in the May 16, 1975 meeting, and that this action is required for bond purposes. Mr. Formby inquired concerning student input on indoor athletic and intramural facilities, and was assured by Dr. Barnett that the student committee would make a study of needs, and submit opinions before decisions were made.

M236. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote authorized Mr. Roy C. Allen to contract with the Texas Tech Rodeo Association to produce the Fall 1975 rodeo subject to the contract being reviewed and approved by the Administration of the University. Further, that the time spent by Mr. Allen in the production of the rodeo will not materially affect his services to the Texas Tech University Complex.

M237. Upon motion made by Mr. Bucy, seconded by Dr. Williams, the Board by unanimous vote authorized the Administration to establish and collect an \$8.00 Graduation Fee from Texas Tech University School of Law graduates effective with the fall semester, 1975.

M238. Upon motion made by Mr. Bucy, seconded by Mr. Kemp, the Board by unanimous vote authorized the Administration to prepare specifications, accept bids, and award a contract to the best and lowest bidder to provide group health insurance for the faculty and staff of Texas Tech University and Texas Tech University School of Medicine.

M239. Mr. Ells reported that audit certification for year ending August 31, 1974 by the State auditor has been made, without any exceptions.

M240. Mr. Scruggs commented that the charts prepared to show expenditures made by students and the state are very revealing and interesting, and suggested that the Administration take actions to get this information into the hands of all students and their parents.

M241. Mr. Collins reported for the Athletic Affairs Committee. There was much discussion on a proposed Men's Football Bowl Policy, and it was the recommendation of the Board to send the Policy back to the Athletic Council for some possible revisions, and resubmit at a later Board meeting.

M242. Dr. Barnett reported there was a spirit of harmony in Men's Intercollegiate Athletics, and the people in this department are working together to get things done. He further explained that on August 14 and 15 the National Collegiate Athletics Association will meet and there are many financial proposals pending. Dr. Murray interjected that the Administration and the Boards of institutions have the responsibility of financial solvency of the Athletic Programs and that he has started attending these meetings, or sending Dr. Barnett as a voting representative. Dr. Barnett will attend this August meeting, and that one of the two will be at the meeting in December. A number of the other institutions are now beginning to send their Presidents or executive officers to the NCAA, and from this will probably emerge a more realistic approach to some of the financial problems. Dr. Barnett explained that he is quite pleased with developments in Women's Athletics -- they are moving ahead. There is some two and one-half times as much money from students in services fees to women as to men this year. There are also some cooperative arrangements in terms of personnel use and facility use, and headway is being made.

M243. Dr. Murray reported that Texas Tech joined with the University of Houston to submit a draft proposal for funding of a five megawatt solar research tower to generate sufficient electricity to make substantial input in the national network. There were three proposed locations, and it was decided to place the facility at Albuquerque. Texas Tech and the University of Houston will be viably involved, however, in this in some manner, and will continue to pursue efforts to obtain research facilities at Houston. He further stated that the City of Crosbyton has submitted a proposal for a different type of solar energy research facility which would supplement their existing electrical power system, and we want to give all the support we can in their efforts to obtain this.

M244. Upon motion made by Mr. Workman, seconded by Mr. Scruggs, the Board by unanimous vote authorized the Administration to make anything available that is within reason to support the Solar Energy Project at Crosbyton.

M245. Dr. Monty Davenport gave a detailed space report and distributed charts and statistics which reflected use of classrooms and labs by students. Much interest was shown in the report, and the Regents were very complimentary of the presentation.

M246. Dr. Murray stated that we who are in the Administration want to do the best we can to make this the finest institution in the country, and appreciate whatever help, guidance, and counseling the Regents can give us.

M247. There being no further business, the meeting adjourned.

Fréda Pierce, Secretary

FP:rc

August 1, 1975

Attachments (August 1, 1975)

1. Agreement, City of Lubbock, Indiana Avenue; Item M189.
2. Resolution, Presidential Authority Regarding Campus Traffic; Item M194.
3. Resolution, Senator S. B. Cowell; Item M200.
4. Resolution, Florian Arthur Kleinschmidt Professorship; Item M206.
5. Director Nominees, Texas Tech University Foundation; Item M210.
6. Director Renominees, Texas Tech University Foundation; Item M210.
7. Resolution, Mrs. Mercedes Libby Collins; Item M212.
8. Resolution, Mr. Roy Furr, Sr.,; Item M213.
9. Resolution, Mr. C. T. McLaughlin; Item M214.
10. Resolution, Miss Christine DeVitt; Item M215.
11. Resolution, Mrs. Helen DeVitt Jones; Item M216.
12. Statement of General Policy to Govern the Granting of Tuition Scholarships; Item M225.
13. Interagency Cooperation Contract, Texas Tech University and Texas Tech University School of Medicine, Drane Hall; Item M226.
14. Interagency Cooperation Contract, Texas Tech University and Texas Tech University School of Medicine, Gaston Hall; Item M227.

Attachments (August 1, 1975) (continued)

15. Interagency Cooperation Contract, Texas Tech University and Texas Tech University School of Medicine, Thompson Hall; Item M228.
16. Interagency Cooperation Contract, Texas Tech University and Texas Tech University School of Medicine, Operating Services; Item M229.
17. FY 1975-76 Budget Revisions; Item M231.
18. Student Health Service Fee Policy; Item M233.
19. Contract, Black Dragon Institute, Karate; Item M234.
20. Certificate for Resolution Fixing Certain Student Use Fees; Item M235.
21. Resolution Fixing Certain Student Use Fees; Item M235.

\* \* \* \* \*

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Texas Tech University Board of Regents meeting on August 1, 1975.

Freda Pierce, Secretary

SEAL

August 1, 1975

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LUBBOCK

BE IT RESOLVED THAT THE LUBBOCK CITY COUNCIL agrees to recommend the traffic plan for the Teaching Hospital access as worked out with Texas Tech based on the following items:

1. The Indiana corridor will be built as a minimum four-lane thoroughfare containing twelve-foot lanes and a fourteen-foot median with a guarantee from Texas Tech that right-of-way for widening the street to six lanes or more as the traffic load dictates will be granted, plus turn lanes.
2. Indiana will go under the Tech Freeway with ingress and egress off Indiana onto Tech Freeway and off Tech Freeway onto Indiana.
3. If studies by engineers acceptable to the City of Lubbock and the University show that the offset of Indiana to exit on 4th Street at Joliet Avenue is not the safest and most efficient plan for all concerned, the Indiana corridor may be extended straight through as originally planned.
4. The depressed section of Indiana will be built to accommodate a minimum of six lanes of through traffic plus provision for other transportation modes the University desires.

Passed by the City Council this 10th day of June, 1974.

ATTEST:

/s/ Dirk West  
DIRK WEST, MAYOR PRO TEM

/s/ Treva Phillips  
Treva Phillips, City Secretary-  
Treasurer

APPROVED AS TO FORM:

/s/ Fred O. Senter, Jr.  
Fred O. Senter, Jr., City Attorney

ACCEPTED and APPROVED for and on behalf of the Board of Regents of Texas Tech University.

/s/ Frank Junell  
FRANK JUNELL, Tech Board of Regents

Dated this 11th day of June, 1974.



1. The president shall have power and he is hereby authorized to regulate the operation and parking of vehicles within the limits of the Texas Tech University Campus located in Lubbock, Lubbock County, Texas, by the erection or placing of proper signs or markers, or causing the same to be done, indicating prohibited or limited parking, restricted speed areas, one-way streets, through or arterial streets, stop signs, prohibited or restricted turns, play streets, school zones, hospital zones, quiet zones, safety zones, loading and unloading zones, angle parking and other signs, signals, lights, traffic control devices, or markers indicating the place and manner of operating or parking vehicles.

2. The president shall also have power and he is hereby authorized to regulate the movement of pedestrians upon the streets and sidewalks of the campus by the erection, or causing to be erected, or placing, or causing to be placed, proper signs or markers indicating the flow of pedestrian traffic.

3. The president shall have power and he is hereby authorized to designate bus stops and to erect, or cause to be erected, signs prohibiting the parking of vehicles other than buses in such stands.

4. The president shall also have power and he is hereby authorized to designate truck routes and to regulate the parking of vehicles of various sizes and weights.

5. The president shall further have power and he is hereby authorized to cause all such necessary signs or markers to be erected or placed on any street or part of a street on the campus.

6. The president is further empowered and authorized to mark off traffic lanes on streets and parts of streets indicating and directing the flow of traffic on the campus.

7. The existence of such signs or markers or other visible methods of marking or designating any action taken under the authority granted herein or at any place or location within the campus of Texas Tech University located within the City of Lubbock, Lubbock County, Texas, shall be prima facie evidence that such signs or markers or other action taken were erected, or caused to be erected, or placed, or caused to be placed, by and at the direction of the president of Texas Tech University and in accordance with the power, authority and provisions of this resolution.

Every regulation, designation, delineation or determination, as the case may be, promulgated by the president of Texas Tech University pursuant to the authority granted in this resolution shall be set forth in writing, or by a map or plat as the case may be, and filed with the Secretary of the Board of Regents beginning August 1, 1975. Such writing, map or plat, as the case may be, shall constitute a public record and all persons shall be charged with notice of the contents of the same.

Further, it is the expressed intent of the Board of Regents that any person failing or refusing to comply with the directions indicated on any sign or marker, or other visible regulatory device, erected or placed or other appropriate regulatory action taken in accordance with the provisions of this resolution shall be in violation thereof and shall be amenable to any appropriate action in accordance with the applicable law of the State of Texas.



RESOLUTION

Senator S. B. Cowell

WHEREAS, Senator S. B. Cowell was a faithful public servant of the State of Texas having served the 33rd and 34th Legislatures and later as Chairman of the State Board of Control, and

WHEREAS, Senator Cowell overcame the great personal physical handicap of blindness and inspired others about him to achieve to the utmost of their abilities, and

WHEREAS, he was appointed by Governor Pat M. Neff to serve as Chairman of the Locating Board to determine and make recommendation concerning the location of Texas Technological College, now Texas Tech University, and

WHEREAS, the regents, the administration, the faculty, and the students of Texas Tech University, as well as the citizens of Lubbock and the West Texas area of the state, feel a deep sense of gratitude for his leadership in the site selection, and

WHEREAS, in this 50th Anniversary Year of the University, it seems most appropriate to honor those persons who played a major part in the institution's founding, growth and development.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to honor the memory of Senator S. B. Cowell and pays tribute to his leadership in the founding of this University.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy delivered to the family of Senator S. B. Cowell.

RESOLUTION

Whereas, Florian Arthur Kleinschmidt, as first chairman of the Department of Architecture of Texas Tech University, provided outstanding leadership of the Department for over twenty-five years, and

Whereas, he led the Department of Architecture into one of the outstanding units in the Southwestern part of the United States,

Whereas, he acted as mentor, counselor, instructor, adviser, teacher, preceptor to hundreds of graduates in Architecture throughout the majority of the first fifty years of Texas Tech University, now therefore,

Be It Resolved that the Board of Regents of Texas Tech University does express its sincere appreciation for uncommon and unparalleled services to the University for thirty-eight years, and

Be It Further Resolved that the Board of Regents of Texas Tech University does hereby designate one of the professorships in the Department of Architecture as the Florian Arthur Kleinschmidt Professor of Architecture.

NEW NOMINEES

Three-Year Terms (September 1, 1975 - August 31, 1978)

Mrs. O. V. Adams  
2905 - 20th Street  
Lubbock, Texas 79410

Gene Alderson  
Alderson Cadillac Company  
P. O. Box 1768  
Lubbock, Texas 79408

W. L. Bates  
3610 Avenue Q  
Lubbock, Texas 79412

Fred P. Bergeron  
Texas Area Manager  
Aluminum Company of America  
P. O. Box 472  
Rockdale, Texas 76567

Arthur Busch  
Vice President for Environmental  
Affairs  
Southwest Research Institute  
8500 Culebra Road  
P. O. Drawer 28510  
San Antonio, Texas 78284

Roy Butler  
President  
Samedan Oil Company  
Ardmore, Oklahoma

J. C. Chambers, C.L.U.  
2333 - 50th Street  
Lubbock, Texas 79412

Mrs. John J. Christmann, Jr.  
4610 - 22nd Street  
Lubbock, Texas 79407

Judge Giles Dalby  
P. O. Box 818  
Post, Texas 79356

Elwood Freeman  
President  
Lamesa National Bank  
Lamesa, Texas 79331

Joe Garrison  
KVWC-Radio Station  
P. O. Box 1490  
Vernon, Texas 76384

William R. Goddard  
Chairman  
The Charles B. Goddard Foundation  
P. O. Box 20068  
Dallas, Texas 75220

R. C. Johnson, Jr.  
Johnson Manufacturing Company  
3009 - 23rd Street  
Lubbock, Texas 79410

Mrs. Ruby Kirkpatrick  
Post, Texas 79356

Wesley Masters  
Center Plains Industries  
P. O. Box 7593  
Amarillo, Texas 79109

Bruce Zorns  
President  
Brownfield State Bank  
P. O. Box 1112  
Brownfield, Texas 79316

RENOMINEES

Three-Year Terms (September 1, 1975 - August 31, 1978)

Mrs. Anna Belle Collier, Dallas

Don W. Dorman, Lubbock

Clint Formby, Hereford

Marshall Formby, Plainview

Ted H. Forsythe, M.D., Lubbock

Rex P. Fuller, Lubbock

Don Furr, Lubbock

W. D. Hord, Lubbock

R. A. Jefferies, Hale Center

Loyd M. Lanotte, Lubbock

Mrs. Mary L. Livermore, Lubbock

Jack F. Maddox, Hobbs, New Mexico

E. A. McCullough, Midland

Joe Nislar, Lubbock

Willard Paine, Lubbock

C. I. Wall, Amarillo

George W. Weiss, Brownfield

RESOLUTION

Mrs. Mercedes Libby Collins

WHEREAS, Mrs. Mercedes Libby Collins passed from this earthly life on July 2, 1975, and

WHEREAS, she, through her life of dedicated service to her church and community, set an example for others, and

WHEREAS, she was a devoted wife to her husband, and a loving mother to her children, giving freely of herself to her family, and

WHEREAS, she was a friend and associate to members of the administration, faculty, staff, and students of Texas Tech University, and

WHEREAS, she will be long remembered by this Board of Regents for her gracious charm and consideration in spite of her affliction and pain.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University pauses in its deliberations to pay tribute to Mrs. Mercedes Libby Collins and extends special heartfelt sympathy to her husband, our friend, colleague, and fellow member.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that a copy be delivered to Mr. Bill E. Collins.

RESOLUTION

Roy Furr, Sr.

WHEREAS, Roy Furr, Sr., died on June 13, 1975, ending a notable career in business and community development, and

WHEREAS, Mr. Furr was a distinguished citizen of Lubbock and, as such, devoted his energy, interest, and resources to every project which would bring improvement to this community, and

WHEREAS, he served Texas Technological College as Director from 1963 to 1969, as Director Chairman from 1966 to 1968, as a Regent of Texas Tech University from 1969 to 1971, as a Director of the Texas Tech University Foundation from 1957 to his death, as chairman of the Foundation from 1961 to 1963, as a member of the President's Council from 1969 to his death, and on several special committees and groups all dedicated to the well-being of the University, and

WHEREAS, through his generous gifts over many years, he helped Texas Tech University reach its present development as a major institution of higher education.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University does respectfully take notice of the loss of a true friend, co-worker, and benefactor, and does hereby extend to his beloved wife and family its deepest sympathy and regards.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mrs. Roy Furr, Sr.

RESOLUTION

Mr. C. T. McLaughlin

WHEREAS C. T. McLaughlin served on the Board of Directors of Texas Technological College (now Texas Tech University) from July 6, 1949, to February 19, 1955;

WHEREAS Mr. McLaughlin made many valuable contributions to the early continued development of this institution;

WHEREAS C. T. McLaughlin was a major philanthropist in the areas of education and art. The Diamond M Foundation established by him served to provide educational opportunities for numerous young people within the West Texas area;

WHEREAS Mr. McLaughlin in his lifetime made many valuable contributions to the educational, industrial, business, political and other cultural developments in the West Texas region, the state and the nation; and

WHEREAS C. T. McLaughlin departed this life on the thirtieth of July, 1975;

NOW THEREFORE, BE IT RESOLVED that the Board of Regents of Texas Tech University does hereby express its appreciation for C. T. McLaughlin's lifelong service to his community, region, state and nation; and the Board desires to express its particular appreciation for his service to Texas Tech University;

FURTHER BE IT RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be presented to the family of C. T. McLaughlin.

RESOLUTION

Miss Christine DeVitt

WHEREAS, every major university can trace its progress and achievement to certain friends who have caught a vision of greatness, and

WHEREAS, Miss Christine DeVitt is such a friend who not only has envisioned what Texas Tech University could be, but who has helped make the dream of greatness a reality through generous gifts and personal involvement, and

WHEREAS, through her concern and interest the entire Lubbock community has received benefactions.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University does hereby acknowledge and express deep gratitude to Miss DeVitt for her generosity and concern for the University which have played a major part in bringing the University to its rightful place as a major institution of higher education.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Miss Christine DeVitt.



RESOLUTION

Mrs. Helen DeVitt Jones

WHEREAS, Mrs. Helen DeVitt Jones has given generously of her time and interest in serving the University through membership on the Texas Tech University Foundation Board of Directors and on the President's Council, and

WHEREAS, she has matched her interest with generous gifts to strengthen several areas of the University, including Fine Arts, the College of Education, the University Theater, and The Museum, and

WHEREAS, her support of students has made possible the professional development of teachers and scholars to the enhancement of future generations of young people, and

WHEREAS, the entire community of Lubbock has benefited greatly from her interest and concern.

NOW THEREFORE BE IT RESOLVED that the Board of Regents of Texas Tech University does hereby acknowledge and express deep gratitude to Mrs. Jones for her generosity and interest which have been instrumental in making Texas Tech University a major university in its service to the state and the nation.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and a copy be delivered to Mrs. Helen DeVitt Jones.

TEXAS TECH UNIVERSITY

STATEMENT OF GENERAL POLICY TO GOVERN THE  
GRANTING OF TUITION SCHOLARSHIPS AS AUTHORIZED BY  
HOUSE BILL NO. 265, 55TH LEGISLATURE AS AMENDED BY  
HOUSE BILL NO. 43, 62ND LEGISLATURE

1. Scholarships authorized by House Bill No. 265 of the 55th Legislature as amended by House Bill No. 43 of the 62nd Legislature shall be designated as "Tuition Fee Scholarships."
2. Tuition Fee Scholarships shall be processed and granted by or under the supervision of the Committee on Scholarships and Awards.
3. Recipients of such scholarships must be classified as "resident students" as defined by House Bill No. 265 of the 55th Legislature as amended by House Bill No. 43 of the 62nd Legislature.
4. Awards shall be based primarily on financial need, giving consideration to the financial capacity of student's parents, the student's own efforts to finance his or her education as evidenced by part-time jobs, and loans from private sources. A questionnaire designed to secure the information necessary for determination of need shall be used by the Committee.
5. Awards shall also be based on character and general scholastic record.
6. Tuition Fee Scholarships shall be granted to full-time students in an amount not to exceed twenty-five (\$25.00) dollars per semester. Such awards shall not be made for summer terms or sessions.
7. Not later than thirty (30) days after the close of each fiscal year Texas Tech University shall transfer any remaining balance in the Account, Tuition Fee Scholarships, to the unappropriated balance and the State Comptroller of Public Accounts shall be notified of the amount of such transfer. A report to the President and to the Board of Regents will be made by the Committee on Scholarships and Awards, showing the number of applications received, the number awarded, and the number paid.

Contract Number \_\_\_\_\_  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University School of Medicine

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

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

All that certain lot, tract or parcel of land out of Section 1, Block E-2, in the County of Lubbock, State of Texas, and more particularly described as follows:

BEGINNING at the Southeast corner of Section 1, Block E-2, thence along the section line 1250 feet North, thence 470 feet West to a point at the Southwest corner of Drane Hall, being college building No. 28 and the beginning point of this tract:

THENCE North 265 feet to a point for the Northeast corner of this tract;

THENCE West 194 feet to a point for the Northwest corner of this tract;

THENCE South 265 feet to a point for the Southwest corner of this tract;

THENCE East 194 feet to the place of beginning.

Together with all the improvements situated therein, including approximately 73,000 square feet of floor space.

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

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

In this connection the Receiving Agency agrees that all costs of renovation, repair or other expenses or alterations necessary to place the premises in a condition satisfactory for their use shall be borne by and be at the exclusive expense of the Receiving Agency and at no expense to the Performing Agency.

The Receiving Agency shall not assign this Agreement or in any manner subrent any part of the premises to any party or parties or legal entities without the prior written consent of the Performing Agency.

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

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

This Agreement may be extended by mutual consent of the parties, on a year to year basis from and after August 31, 1976, on the same terms, conditions and stipulations contained herein.

### III. BASES FOR CALCULATING REIMBURSABLE COSTS:

ONE (1) DOLLAR per square foot of floor space.

### IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: SEVENTY-THREE THOUSAND DOLLARS (\$73,000.00)

### V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Annually in advance .

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

VI. TERM OF CONTRACT:

This Contract is to begin 1st day of September, 1975 , and shall terminate August 31, 1976 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110 of Texas Education Code

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109 of Texas Education Code

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

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS TECH UNIVERSITY SCHOOL  
OF MEDICINE

TEXAS TECH UNIVERSITY

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
Name of Agency

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

Clint Formby  
Authorized Signature

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

Clint Formby  
Authorized Signature

Chairman, Board of Regents  
\_\_\_\_\_  
Title

Chairman, Board of Regents  
\_\_\_\_\_  
Title

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

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

EXAMINED and APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_.

ATTEST:

STATE BOARD OF CONTROL

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
Executive Director

Contract Number \_\_\_\_\_  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University School of Medicine

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

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

A portion of the building on the Texas Tech University campus designated as Building No. 193 and known as Gaston Hall, consisting of approximately 39,452 square feet of floor space, to be used as research facilities by Receiving Agency.

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

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

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

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

This Agreement may be extended by mutual consent of the parties, on a year to year basis from and after August 31, 1978.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Three dollars and twenty-eight cents per sq. ft. per year.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One hundred twenty-nine thousand four hundred two dollars and fifty six cents (\$129,402.56) annually.

V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Annually in Advance.

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

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1975, and shall terminate August 31, 1978, unless otherwise terminated as herein provided and further subject to availability of appropriated funds. (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110, Texas Education Code.



PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code.

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

RECEIVING AGENCY

TEXAS TECH UNIVERSITY SCHOOL  
OF MEDICINE

\_\_\_\_\_  
Name of Agency

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

Clint Formby  
Authorized Signature

Chairman, Board of Regents  
\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

EXAMINED and APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_.

ATTEST:

\_\_\_\_\_  
Secretary of the Board

PERFORMING AGENCY

TEXAS TECH UNIVERSITY

\_\_\_\_\_  
Name of Agency

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

Clint Formby  
Authorized Signature

Chairman, Board of Regents  
\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

STATE BOARD OF CONTROL

\_\_\_\_\_  
Executive Director

Contract Number \_\_\_\_\_  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University School of Medicine

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

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

All of the building on the Texas Tech University campus designated as Building No. 192 and known as Thompson Hall and that portion of the Building which joins it to the building known as Gaston Hall, consisting of approximately 85,000 square feet of floor space.

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

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

In this connection, the Receiving Agency agrees that all costs of renovation, repair or other expenses or alterations necessary to place the premises in a condition satisfactory for their use shall be borne by and be at the exclusive expense of the Receiving Agency and at no expense to the Performing Agency.

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

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

This Agreement may be extended by mutual consent of the parties, on a year to year basis from and after August 31, 1976, on the same terms, conditions and stipulations contained herein.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

One (1) Dollar per square foot of floor space.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Eighty-five Thousand Dollars (\$85,000)

V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Annually in Advance.

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

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1975, and shall terminate August 31, 1976 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110, Texas Education Code .

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code .

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

RECEIVING AGENCY

Texas Tech University School  
of Medicine

Name of Agency

By:

Clint Formby  
Authorized Signature

Chairman, Board of Regents  
Title

Date:

PERFORMING AGENCY

Texas Tech University

Name of Agency

By:

Clint Formby  
Authorized Signature

Chairman, Board of Regents  
Title

Date:

EXAMINED and APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_.

ATTEST:

STATE BOARD OF CONTROL

Secretary of the Board

Executive Director

Contract Number \_\_\_\_\_  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University School of Medicine at Lubbock

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

WHEREAS, the Sixty-first Legislature created a medical school, Texas Tech University School of Medicine at Lubbock, and the Sixty-second Legislature has reappropriated money for planning, operations, architect fees and construction and appropriated money for operations of said school; and

WHEREAS, Texas Tech University has administrative staff, personnel, equipment, and facilities to aid and implement the planning and operation of such medical school, the parties contract and agree as follows:

The Performing Agency agrees to furnish to the Receiving Agency for the term of this contract the following categories of support for the planning, construction and operation of a medical school:

- (a) personal service of professional staff and employees;
- (b) consummable supplies and materials;
- (c) current and recurring operating expenses;
- (d) services of the Central Warehouse and Stores;
- (e) data processing and computer services
- (f) travel expense

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

- (a) Reimbursement of the percentage of time each office of Performing Agency is used in the performance of this contract shall be calculated as near as practicable each month, and then applied against the month's operating cost of each office used in the performance of this contract, with

salaries, wages and other expenses calculated as permitted by annual budget approved by the Board of Regents, to be billed and charged by itemized monthly vouchers.

- (b) through (f) To be calculated at the nearest approximation of actual cost of Performing Agency as supplied to Receiving Agency in performance of this contract, as permitted by annual budgets approved by the Board of Regents, to be billed and charged by itemized monthly vouchers.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: One Million Fifty Thousand Dollars (\$1,050,000)

V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Monthly

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

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1975, and shall terminate August 31, 1976 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Chapter 110, Texas Education Code

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109, Texas Education Code



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

RECEIVING AGENCY

TEXAS TECH UNIVERSITY SCHOOL OF  
MEDICINE AT LUBBOCK  
\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

Clint Formby, Chairman, Board of  
Regents of Texas Tech University  
(acting separately and independently  
as the governing board of Texas Tech  
University School of Medicine at  
Lubbock)  
\_\_\_\_\_  
Title

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

EXAMINED and APPROVED this the \_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_.

ATTEST:

\_\_\_\_\_  
Secretary of the Board

PERFORMING AGENCY

TEXAS TECH UNIVERSITY  
\_\_\_\_\_  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

Clint Formby, Chairman, Board of  
Regents of Texas Tech University  
\_\_\_\_\_  
Title

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

STATE BOARD OF CONTROL

\_\_\_\_\_  
Executive Director

FY 1976 TEXAS TECH UNIVERSITY COMPLEX BUDGET

EDUCATIONAL AND GENERAL FUNDS AVAILABLE

	Actual Appropriation	Estimated Appropriation as Presented May 16, 1975	Increase or (Decrease)
TEXAS TECH UNIVERSITY			
1. General Administration	\$ 2,296,445	\$ 2,295,615	\$ 830
2. General Institutional Expense	639,251	640,896	(1,645)
3. Staff Benefits	487,560	403,560	84,000
4. Resident Instruction			
a. Faculty Salaries	18,743,926	18,755,553	(11,627)
b. Departmental Operating Expense	3,974,233	3,961,696	12,537
c. Instructional Adminis- tration	997,176	990,480	6,696
5. Organized Activities	276,895	267,923	8,972
6. Vocational Teacher Training	38,105	38,105	-0-
7. Library	2,098,906	2,102,473	(3,567)
8. Organized Research	708,354	704,640	3,714
9. Extension and Public Service	282,444	282,444	-0-
10. Physical Plant Operations			
a. General Services	683,554	683,554	-0-
b. Campus Security	174,677	174,677	-0-
c. Building Maintenance	1,471,511	1,475,081	(3,570)
d. Custodial Services	1,258,511	1,316,251	(57,740)
e. Grounds Maintenance	430,160	417,016	13,144
f. Purchased Utilities	3,426,880	3,426,880	-0-
g. Other Utilities Expense	145,656	145,656	-0-
11. Special Items			
a. Tuition Scholarships	10,000	5,000	5,000
b. Research in Mesquite, Noxious Brush & Weed Control, Swine and Vegetable Research	992,300	992,300	-0-
c. Research in Wool, Mohair and Cotton	383,500	383,500	-0-
d. Research in Agriculture, Business Administration, Engineering, Home Economics and Water	236,000	236,000	-0-
e. Junction Annex Operation	277,000	177,000	100,000
f. International Center for Arid and Semi-Arid Land Studies	47,200	47,200	-0-

	Actual Appropriation	Estimated Appropriation as Presented May 16, 1975	Increase or (Decrease)
g. Energy Research	-0-	225,000	(225,000)
h. Beef Production Research	-0-	150,000	(150,000)
12. Repair and Rehabilitation of Facilities	230,600	230,600	-0-
13. Reserve for New Programs	65,137	51,033	14,104
14. Endowment Income	30,556	10,000	20,556
TOTAL - Texas Tech University	<u>\$40,406,537</u>	<u>\$40,590,133</u>	<u>\$ (183,596)</u>

TEXAS TECH UNIVERSITY  
MUSEUM

1. Museum Operations	\$ 328,617	\$ 328,617	\$ -0-
2. Ranch Headquarters Facilities Improvements	<u>150,000</u>	<u>-0-</u>	<u>150,000</u>
TOTAL - Texas Tech University Museum	<u>\$ 478,617</u>	<u>\$ 328,617</u>	<u>\$ 150,000</u>

TEXAS TECH UNIVERSITY  
SCHOOL OF MEDICINE

1. General Administration	\$ 1,099,618	\$ 1,099,618	\$ -0-
2. General Expense	1,194,148	1,194,148	-0-
3. Staff Benefits	245,757	245,757	-0-
4. Resident Instruction			
a. Instructional Salaries	7,017,651	7,017,651	-0-
b. Departmental Operating Expense	1,155,756	1,155,756	-0-
c. Specialized Equipment	800,000	700,000	100,000
5. Merit Scholarships	6,000	6,000	-0-
6. Library	536,188	536,188	-0-
7. Organized Research	20,000	20,000	-0-
8. Continuing Education	34,946	34,946	-0-
9. Physical Plant Operations	1,862,294	1,862,294	-0-
10. Amarillo Operations	871,546	821,546	50,000
11. Tarbox Institute	98,990	98,990	-0-
12. El Paso			
a. Operations	467,177	467,177	-0-
b. Construction	1,400,000	-0-	1,400,000
13. Department of Clinical Education	2,472,129	2,472,129	-0-

	<u>Actual</u> <u>Appropriation</u>	<u>Estimated</u> <u>Appropriation</u> <u>as Presented</u> <u>May 16, 1975</u>	<u>Increase</u> <u>or (Decrease)</u>
14. Permian Basin Regional Health Center	100,000	250,000	(150,000)
15. School of Pharmacy	-0-	135,456	(135,456)
16. U.B. Prior Year Instructional Salaries	<u>740,000</u>	<u>740,000</u>	<u>-0-</u>
 TOTAL - Texas Tech University School of Medicine	 <u>\$20,122,200</u>	 <u>\$18,857,656</u>	 <u>\$ 1,264,544</u>
 GRAND TOTAL - Texas Tech University Complex	 <u>\$61,007,354</u>	 <u>\$59,776,406</u>	 <u>\$ 1,230,948</u>

#### STUDENT HEALTH SERVICE FEE POLICY

In accordance with the Texas Education Code, Section 54.504, the governing board of an institution of higher education may levy and collect from each student registered at the institution group medical group services fees not to exceed \$15.00 for each regular semester and not to exceed \$7.50 for each term of each summer session.

It is the policy of Texas Tech University that there will be a compulsory Student Health Service Fee. This fee will be collected from each student enrolling for courses during each regular session and each six-week term of the summer session with the amount to be determined by the Board of Regents. The following group of individuals may claim exception from paying the fee and, therefore, not be eligible for the services provided. Exception must be requested in writing on the form provided for that purpose at registration.

1. Students who, on or before the twelfth (12th) day of the fall or spring semester, applicable, or the fourth (4th) class day of a summer term, applicable, were employees of Texas Tech University or Texas Tech University School of Medicine eligible as defined in Chapter 3, Texas Education Code and the "Rules and Regulations of the Board of Trustees of the Teacher Retirement System of Texas."
2. Students who register only for those courses which, because of the nature of such will not permit the student to avail themselves of the health services, and such courses have been approved prior to each registration by the Vice President for Academic Affairs.
3. Students specifically excluded by legislative enactment.
4. Students enrolled for three or fewer hours.

The Student Health Service Fee will be refunded to the student by University authorities only on request of the individual student in accordance with a refund schedule available in the Office of Accounting and Finance for those students who voluntarily withdraw. In no case will the Student Health Service Fee be refunded to a student suspended from the University.

Prior to the levy of the Student Health Service Fee recommendations will be solicited from students, faculty, and administration concerning the type and scope of medical services to be provided.

Contract No. 123

AGREEMENT

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

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

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

1. The Chairman of the Department of Health, Physical Education and Recreation and the Contractor will mutually arrange the class schedule for each semester. There shall be one (1) class period a week of two (2) hours duration with one and one half (1½) hours of instruction time.
2. The Contractor will furnish the services and equipment as needed and mutually acceptable.
3. The Contractor will grant makeup privileges to those students who miss their regular class meeting.
4. The Contractor will not permit any loitering near the facility being made available for the University's use.
5. The University will pay the Contractor \$30.00 per student per semester for each student who attends one (1) class session at the beginning of each semester. The University will not make a refund to any student who drops or withdraws from a Karate class after the student's first class session and the Contractor will not be requested to make a refund to the University under the same condition. The Contractor will be paid as the Chairman of the department certifies to the enrollment in each class, and in no case later than thirty (30) days from the first class sessions.
6. This contract shall become effective August 19, 1975, and shall expire on August 18, 1976. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Vendor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata



portion of the \$30.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.

8. This contract is not transferable or assignable except upon written approval of the University.
9. The Contractor will provide the University with adequate liability insurance.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the \_\_\_\_ day of \_\_\_\_\_, 1975.

BLACK DRAGON INSTITUTE  
OF TAE KWON DO

By /s/ Sabum Nim Olade

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Clint Formby  
Clint Formby, Chairman

CERTIFICATE FOR  
RESOLUTION FIXING CERTAIN STUDENT USE FEES  
AT TEXAS TECH UNIVERSITY

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

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

1. The Board of Regents of Texas Tech University convened in REGULAR MEETING ON THE 1ST DAY OF AUGUST, 1975, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

Freda Pierce, Secretary  
J. Fred Bucy, Jr.  
Dr. John J. Hinchey  
Charles G. Scruggs  
Robert L. Pfluger

Clint Formby, Chairman  
Judson F. Williams, Vice Chairman  
A. J. Kemp, Jr.  
Bill E. Collins  
Don R. Workman

and all of said persons were present, except the following absentees: \_\_\_\_\_  
thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION FIXING CERTAIN STUDENT USE FEES  
AT TEXAS TECH UNIVERSITY

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

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

NOES: None.

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

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

SIGNED AND SEALED the 1st day of August, 1975.

---

Secretary

---

Chairman

(SEAL)

RESOLUTION  
FIXING CERTAIN STUDENT USE FEES  
AT TEXAS TECH UNIVERSITY

THE STATE OF TEXAS  
COUNTY OF LUBBOCK  
TEXAS TECH UNIVERSITY

:  
:  
:

WHEREAS, pursuant to Sections 55.16 and 55.17 of the Texas Education Code, it is necessary that the Board of Regents fix and collect certain Student Use Fees at Texas Tech University.

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

Section 1. That commencing with the regular fall semester in August, 1975, the Student Use Fee for the use and availability of Doak Hall and West Hall is hereby fixed, and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$0.19 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

Section 2. That commencing with the regular fall semester in August, 1975, the Student Use Fee for the use and availability of the Student Health Center Building, the Business Administration and General Classroom Building, and the Biology and General Classroom Building, is hereby fixed, and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$3.44 per semester credit hour registered, at each of the regular fall and spring semesters, and at each term of each summer session.

Section 3. That commencing with the regular fall semester in August, 1975, the Student General Fee for the general use and availability of Texas Tech University is hereby fixed, and shall be collected from each student regularly enrolled at Texas Tech University, in the amount of \$1.87 per semester credit our registered, at each of the regular fall and spring semesters, and at each term of each summer session.

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. Louis Levin Adjunct University Professor	University Professors	3/22/75 8/31/76	Non-Salaried 17½ months
Dr. James R. Allaway Visiting Assistant Professor	Chemistry	9/1/75 5/31/76	\$ 11,000.00 9 months
Dr. Nancy Ruth Armes Visiting Assistant Professor	English	9/1/75 5/31/76	11,000.00 9 months
Dr. Roger Barnard Assistant Professor	Mathematics	9/1/75 5/31/76	14,400.00 9 months
Dr. N. Joseph Cayer Visiting Associate Professor	Political Science	9/1/75 5/31/76	16,500.00 9 months
Dr. Michael Clarke Visiting Assistant Professor	Political Science	9/1/75 5/31/76	12,500.00 9 months
Dr. Mary Wallace Crocker Associate Professor	Home and Family Life	9/1/75 5/31/76	20,500.00 9 months
Mr. Kenneth Dixon Assistant Professor	Art	9/1/75 5/31/76	12,200.00 9 months
Dr. Jerry R. Dunn Associate Professor	Mechanical Engineering	9/1/75 5/31/76	19,500.00 9 months
Dr. Patrick Michael Dunne Associate Professor	Business Administration	9/1/75 5/31/76	19,000.00 9 months
Mr. Robert Oran Evans Assistant Basketball Coach	Intercollegiate Athletics	5/15/75 3/31/76	13,125.00 10½ months
			(15,000.00 12 months)

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. C. Raymond La Fontaine Visiting Assistant Professor	English	9/1/75 5/31/76	\$ 11,500.00 9 months
Dr. Margaret Scott Gaines Visiting Assistant Professor	English	9/1/75 5/31/76	11,000.00 9 months
Mr. John E. Garstka Assistant Professor	Art	9/1/75 5/31/76	12,000.00 9 months
Mr. Jonas Gintautas Associate Professor	Speech and Theatre Arts	9/1/75 5/31/76	16,000.00 9 months
Dr. Janet E. Harrell Assistant Professor	Home and Family Life	9/1/75 5/31/76	15,500.00 9 months
Dr. H. Bernard Hartman Associate Professor	Biological Sciences	9/1/75 5/31/76	18,000.00 9 months
Dr. Richard M. Hodgetts Visiting Professor	Business Administration	9/1/75 5/31/76	27,000.00 9 months
Dr. Gerald M. Jurica Associate Professor	Geosciences	9/1/75 5/31/76	16,400.00 9 months
Mr. Bruce M. Kramer Assistant Professor	Law	9/1/75 5/31/76	17,442.00 9 months
Dr. Frank G. Landram, Jr. Visiting Associate Professor	Business Administration	6/2/75 7/12/75	2,900.00 6 weeks
Dr. George D. Lowe Associate Professor	Sociology	9/1/75 5/31/76	19,500.00 9 months
Dr. Kathleen Lucille Nichols Visiting Assistant Professor	English	9/1/75 5/31/76	11,000.00 9 months
Dr. Gary William Nix Associate Professor	Speech and Theatre Arts	9/1/75 5/31/76	20,000.00 9 months
Dr. E. S. T. O'Driscoll Visiting University Professor	Geosciences	6/1/75 8/30/75	10,000.00 3 months
		9/1/75 11/30/75	10,000.00 3 months
Dr. C. Eddie Palmer Assistant Professor	Sociology	9/1/75 5/31/76	14,000.00 9 months

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>	<u>Salary Rate</u>
Dr. Stuart Leonard Pimm Assistant Professor	Biological Sciences	9/1/75 5/31/76	\$ 15,000.00 9 months
Dr. Thomas F. Pogue Visiting Professor	Economics	9/1/75 1/15/76	13,000.00 4½ months
Dr. William George Powers Visiting Assistant Professor	Speech and Theatre Arts	7/14/75 8/23/75	2,000.00 6 weeks
Dr. Carl A. Ridley, Jr. Associate Professor	Home and Family Life	9/1/75 5/31/76	19,500.00 9 months
Dr. James Alfred Roberson Associate Professor	Education	9/1/75 5/31/76	16,893.00 9 months
Dr. Roger Carl Schaefer Visiting Assistant Professor	Political Science	9/1/75 5/31/76	13,500.00 9 months
Mr. Marc S. Scott Associate Dean of Admissions	Office of Admissions	6/1/75 8/31/75	6,250.00 3 months
			(25,000.00 12 months)
Dr. C. David Simpson Assistant Professor	Range and Wildlife Management	7/14/75 8/31/75	3,334.00 6 weeks
		9/1/75 5/31/76	15,000.00 9 months
Dr. Sam Max Smiley Visiting Professor	Speech and Theatre Arts	6/2/75 7/14/75	3,000.00 6 weeks
Miss Marna Street Assistant Professor	Music	9/1/75 5/31/76	13,000.00 9 months
Dr. John M. Weinstein Visiting Assistant Professor	Political Science	6/1/75 7/15/75	2,200.00 6 weeks
Dr. Macil C. Wilke, Jr. Visiting Associate Professor	Business Administration	6/2/75 8/23/75	6,700.00 3 months
Dr. Robert W. Wilson Visiting Professor	Museum Science and Geosciences	9/1/75 8/31/76	20,000.00 12 months

TEXAS TECH UNIVERSITY  
Lubbock, Texas

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

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2.

<u>Name, Rank and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Dr. Howard Lloyd Balsley Professor	Business Administration	6/2/75
Dr. Irol Balsley Professor	Education	5/31/75
Dr. Thomas Gee Assistant Professor	Education	8/31/75
Mrs. Jeannette J. Greenwaldt Assistant Professor	Home and Family Life	1/15/76
Dr. Jack W. Hopkins Chairman and Professor	Political Science	8/31/75
Dr. Ellis Wright Huddleston Professor	Entomology	5/31/75
Dr. Frank James Imke Professor	Business Administration	6/2/75
Dr. G. Frank Lawlis Associate Professor	Psychology	5/31/75

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Summary of Faculty and Professional Staff Appointments  
other than Professorial Ranks

3.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months or Over</u>	<u>4½ months or Under</u>
1. Instructor -----	-0-	9
2. Instructor (Part-time, non-student) -----	1	1
3. Part-time Instructor (Graduate Student) -	17	54
4. Teaching Assistant -----	54	49
5. Other Professional Personnel -----	<u>15</u>	<u>32</u>
Total -----	<u>87</u>	<u>145</u>



TEXAS TECH UNIVERSITY  
Lubbock, Texas

4. For Information Only: Summary of Research Appointments

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months and Over</u>	<u>4½ months and Under</u>
1. Research Associate -----	3	5
2. Research Assistant -----	<u>9</u>	<u>202</u>
Total -----	<u><u>12</u></u>	<u><u>207</u></u>

TEXAS TECH UNIVERSITY

Lubbock, Texas

5. For Information Only: Employment and Termination of  
Classified Personnel

<u>Description</u>	<u>Appointments</u>	<u>Revisions</u>	<u>Terminations</u>
1. Clerical and Fiscal Group -----	44	33	28
2. Equipment Operators ----	-0-	-0-	1
3. Building, Grounds Services -----	1	2	-0-
4. Engineering, Trades, Technical -----	12	14	7
5. Personnel Services, Residence Halls and Public Relations -----	6	5	12
6. Agricultural Services --	-0-	-0-	-0-
7. Stores and Purchasing Group -----	-0-	1	-0-
8. Miscellaneous Group ----	7	2	3
9. Food Service Worker ----	<u>2</u>	<u>-0-</u>	<u>3</u>
Total -----	<u>72</u>	<u>57</u>	<u>54</u>

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Official Travel

6.

Out-of-State Travel Leaves

1. Purpose of Leaves Summarized into Four Groups:		<u>Number</u>
a. To Present an Original Research Paper -----		52
b. To Attend a Professional Meeting -----		180
c. Trip in Conjunction with Research Project -----		32
d. Trip Required in Performance of University Duties -----		<u>18</u>
Total -----		<u>282</u>
2. Estimated Expenses and Source of Funds to be Used:		<u>Estimated Amount</u>
a. From State Appropriated Funds -----	162	\$43,472.58
b. From Auxiliary Accounts -----	10	4,317.24
c. Gifts, Grants and/or Contract Research -----	91	30,473.67
d. From Current Restricted Funds -----	9	4,079.00
e. From Revolving Funds -----	3	244.10
f. From Museum -----	5	1,420.00
g. From Agency Funds and Other Sources -----	1	297.47
h. From Unappropriated Funds -----	<u>1</u>	<u>250.00</u>
Total -----	<u>282</u>	<u>\$89,554.06</u>

\* Federal  
\*\* Private

TEXAS TECH UNIVERSITY  
Lubbock, Texas

(191- State Appropriated Funds  
(391- Sponsored Funds from Federal,  
Private and Other Sources

7. For Information Only: Research Budgets

RESEARCH SUPPORT

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept	Period	Amount
391-3282 *	U.S. National Park Service	Guadalupe Mountains National Park - Land Classification Studies	E. Fish	Park Admin.	4/15/75 1/31/76	\$ 300
391-3650 **	The Robert A. Welch Foundation	The Effects of Valency on the Elastic and Superconduction Properties of Metals and Alloys	B. Marshall	Physics	6/01/75 5/31/76	15,000
391-3688 **	" " " "	Stereochemical and Reaction Mechanistic Studies	C. Shoppee	Chemistry	6/01/75 8/31/75	18,000
391-3682 **	" " " "	Nature of the Chemical Bond by Soft-X- Ray Spectroscopy	Das Gupta	Physics	6/01/75 5/31/76	15,000
391-3641 **	" " " "	Solid State Studies	R. Wilde	Chemistry	" " "	17,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3184 *	Bureau of Land Management	An Interpretive Plan for the Fortymile Resource Area Management Unit, BLM, Fairbanks District, Alaska	J. Mertes	Park Admin.	6/02/75 10/15/75	\$ 9,100
391-3498 *	U.S. Dept. of Agriculture	Movement of People from Urban Centers with Minimal Environmental Impact	C. Burford J. Mertes	Ind. Eng. P.A.	5/01/75 8/31/76	6,000
391-3414 *	Rocky Mt. Forest & Range Exp. Station	Research Symposia for Eisenhower Consortium	J. Mertes	Park Admin.	12/06/74 6/30/75	6,000
391-3151 *	NIH	Changing Mating Boundaries Among the Papago Indians	N. Lamb	Anthropology	6/01/75 5/31/76	7,809
391-3338 *	NSF	Hormonal Regulation of RNA Synthesis in Polytene Chromosomes	T. Brady	Biological Sciences	6/01/75 11/30/77	30,400
391-1214 *	NSF	Regional Conference on Numerical Solution of Two Point Boundary Value Problems	P. Nelson	Math	5/15/75 4/30/76	10,100
391-3153 *	NIH	Prenatal Parent Education and Family Relations	R. Cogan	Psychology	6/01/75 5/31/76	18,655
391-3152 *	NIH	Age and Laterality Effects in Information Processing	J. Elias	"	6/01/75 5/31/76	18,106

Account No.	Source	Source	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3315 *	NSF	A Semi-Analytic Approach to the Analysis and Design of Electronic Circuits	R. Saeks K. Chao	Elec. Eng.	6/01/75 11/30/77	\$ 30,000
391-3493 *	US Dept. of Agri- culture	Environmental Guidelines for Second Home Planning in Undeveloped Areas	R. Ramsey	Civ. Eng.	5/01/75 10/31/76	12,000
191-8204	SI 191-8202	Management of Corn Insect Pests	J. Owens	Entomology	6/01/75 8/31/75	3,081
191-8702	SI 191-8728	Administrator Attitudes Regarding Administrative Intern Programs in Colleges of HE, State Universities and Land Grant Colleges	M. Williams	HE	5/15/75 8/31/75	1,000
191-8303	SI 191-8300	Relationship Between Leaf Water Poten- tial, Diffusive Resistance and Leaf Photosynthetic Rates in Solanum Tuberosum	D. Stamp	Agronomy	7/14/75 8/23/75	4,467
191-4363	OR 191-4001	Using the Secret Ballot Technique to Overcome Cross Cultural Interviewer Induced Bias in Public Opinion Polling	J. Wardrip	Mass Comm.	5/01/75 8/31/75	750

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3369 *	ONR	Some Empirical Bayes Techniques in Reliability and Acceptance Sampling	H. Martz	Ind. Eng.	4/01/75 12/31/75	\$15,000
391-3380 **	Post Montgomery	Cooperative Research in Range Management with Post-Montgomery Ranch	D. Burzlaff	R&WL	4/01/75 5/31/76	4,500
391-3004 *	AFOSR	Power System Analyses	T. Burkes	Elec. Eng.	5/11/75 4/14/76	117,344
391-3261 **	American Chemical Society	Ionic Association in Base-Promoted B Elimination Reactions	R. Bartsch	Chemistry	9/01/75 8/31/76	8,000
391-3335 *	NSF	Organization of the NHC-Proteins in Mammalian Chromosomes	J. Sevall	"	6/01/75 11/30/77	60,000
391-3137 *	NIH	Clavine Alkaloid Biosynthesis	J. Anderson	"	6/01/75 7/31/76	18,626
391-3144 *	NIH	Interactions Between DNA and Skin-Sensitizing and Carcinogenic Furocoumarins and their Derivatives	P. Song	"	6/01/75 5/31/76	15,779
391-3232 **	Union Carbide Corp.	Funds for Polymer Research	D. Bonner	Chem. Eng.	6/01/75 5/31/77	2,610



Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3419 *	EPA	Sample Collection for Pesticide Residue Studies	D. Burzlauff	R&WL	4/01/75 6/01/75	\$ 2,500
391-3055 *	SPAG	Archeological Survey-Reconnaissance of the West Texas Water Import Project	Mayer-Oakes	Anthropology	4/08/75 8/01/75	7,500
391-3280 *	U.S. National Park Service	Studies in Vascular Plants, Mamal Survey, Avifunal Studies Paleovertebrate Studies, Guadalupe Mountains NP, Texas	Northington	Biological Sciences	4/15/75 1/31/76	17,200
391-3688 **	The Robert A. Welch Foundation	Stereochemical and Reaction Mechanistic Studies	C. Shoppee	Chemistry	5/01/75 5/31/75	6,000
391-3326 *	NSF	Chemistry of Aromatic, Heteroaromatic & Metalloporphyrin Cation Radicals	H. Shine	"	4/15/75 9/30/76	25,000
391-3175 *	Bureau of Mines	Laboratory Determination of Leaching Rates from Oil Shale Retorted Under Simulated in Situ Retorting Conditions	H. Parker	Chem. Eng.	3/21/75 12/31/75	1,937
398-3101 *	NSF	Cultural Adaptation to Tecological Change on the Llano Estacado	M. King C. Black	Museum	5/01/75 10/31/76	62,700
391-3363 *	ONR	Fault Analysis	R.Saeks S. Liberty	Elec. Eng.	1/01/75 12/31/75	30,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3368 *	ONR	Statistical Performance Analysis for Adaptive Control & Estimating Systems	S. Liberty	Elec. Eng.	3/01/75 2/29/76	\$25,000
391-3333 *	NSF	Holmgren's Theorem on CR-Manifolds	L. Hunt M. Strauss	Math.	6/01/75 11/30/76	12,000
391-3566 *	NSF	Technology Assessment: Human Rehabilitation Techniques	R. Dudek	Ind. Eng.	5/01/75 4/30/77	226,600
391-3027 *	AFOSR	Analysis of Unstable Optical Resonators	J. Reichert	Elec. Eng.	5/01/75 12/31/75	10,000
391-3566 **	The Robert A. Welch Foundation	Synthetic Routes to Sesquiterpenes	J. Marx	Chemistry	6/01/75 5/31/76	13,800
191-5422	OR 191-5400	Dense Plasma Heating and Radiation Generation	Kristiansen	Elec. Eng.	3/11/75 10/31/75	690
391-3015 *	AFOSR	Dense Plasma Heating and Radiation Generation	"	" " "	" " "	58,626
391-1262	Texas Comm. for the Humanities & Public Policy Subgrant	Health Policies and the Public: A Community Project	J. Clotfelter	Center for Public Ser.	3/15/75 11/30/75	5,453
391-3281 *	U.S. National Park Service	Guadalupe Mountains National Park - Computer Programming Geology	B. Duran C. Reeves	Park Admin.	4/15/75 1/31/76	7,500

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3601 **	The Robert A. Welch Foundation	Model Studies in Bioinorganic Chemistry	G. Blackmer	Chemistry	6/01/75 5/31/76	\$17,000
391-3592 **	" " " "	Aromatic Molecular Rearrangements	H. Shine	"	" " "	24,000
391-3612 **	" " " "	The Dependence of Impurity Conduction on Compensation in Transmutation Coped Germanium	H. Thomas	Physics	" " "	15,000
391-3568 **	" " " "	The Determination of the Properties of the Reaction O+ With N <sub>2</sub>	T. O'Brien	Chemistry	" " "	16,000
391-3573 **	" " " "	Stereochemistry and Coordination Chem- istry of Group Va Compounds	J. Mills	"	" " "	13,800
391-3562 **	" " " "	Biosynthesis of Ergot Alkaloids	J. Anderson	"	" " "	11,500
391-3556 **	" " " "	The Thermodynamics of Adsorption	A. Draper	"	" " "	13,800
391-3555 **	" " " "	Thermodynamics of Concentrated So- lutions of Water-Soluble Polymers	D. Bonner	Chem. Eng.	" " "	15,000

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-3201 *	ERDA	Lasers & Related Pulse Power	M.Gunderson	Elec. Eng.	6/01/75 12/31/76	\$98,938
391-3339 *	NSF	Mechanistic Studies of Organosulfur Chemistry	J. Kice	Chemistry	7/01/75 12/31/76	26,000
391-3206 *	EPA	Synthesis Gas From Manure-Phase II	J. Halligan	Chem. Eng.	1/01/74 12/31/75	40,000
391-3005 *	AFOSR	Volume Hologram Representations of Space-Variant Optical Systems	J. Walkup	Elec. Eng.	6/30/75 9/30/76	42,344
391-3480 *	USDA	Feasibility Study for Use of Solar Energy for Feedlot Feed Mill Operation	J. Strickland	Mech. Eng.	6/19/75 9/18/76	62,142
391-3118 *	Dept. of Army	Computerized Flood Routings	B. Claborn	WRC	6/06/75 11/03/75	9,063
<u>INSTRUCTIONAL</u>						
391-1143 *	Office of Education	A Program to Prepare Personnel to Serve Preschool & School Age Children with Severe Multi Handicaps	Wm Ickes	Speech & Hearing	6/01/75 5/31/76	60,000
391-1045	TEA	General Agricultural Mechanics Special Course for Vocational Agricultural Teachers in Pre-Employment Laboratory Training	Eggenberger	Ag. Ed.	5/01/75 6/30/75	9,931

Account No.	Source	Short Title	Prin. Inv. or Institute Director	Dept.	Period	Amount
391-1046	TEA	Meat Processing Special Course for Vocational Agriculture Teachers in Pre- Employment Laboratory Training	C. Ramsey	Ani. Sci.	5/01/75 6/30/75	\$10,137
391-1266	Texas Commission on Alcoholism	West Texas Regional Alcoholism Training Program	D. Chatfield J. Bodden	Psychology	5/01/75 6/30/75	5,630
391-1502 *	HEW	Head Start Regional Training Program	D. Longworth	Home Eco.	6/30/75 6/29/76	57,750
391-1145 *	HEW	Research and Training Center in Mental Retardation	G. Bensberg	R&TC	6/01/75 5/31/76	235,000

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

8.

UNDERGRADUATE ENROLLMENT  
FIRST SUMMER SESSION, 1975

COLLEGE	FRESHMEN			SOPHOMORES			JUNIORS			SENIORS			TOTAL UNDERGRADUATE		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	46	12	58	67	9	76	111	24	135	97	16	113	321	61	382
A & S	225	278	503	240	253	493	348	316	664	308	239	547	1121	1086	2207
Bus Adm	168	82	250	184	80	264	355	105	460	255	53	308	962	320	1282
Engr	106	17	123	120	8	128	169	7	176	240	4	244	635	36	671
Home Eco	5	138	143	3	121	124	3	150	153	3	77	80	14	486	500
Edu	22	99	121	21	147	168	18	288	306	46	229	275	107	763	870
TOTALS	572	626	1198	635	618	1253	1004	890	1894	949	618	1567	3160	2752	5912

For Information Only

TEXAS TECH UNIVERSITY

OFFICE OF STATISTICS AND REPORTS

GRADUATE ENROLLMENT  
FIRST SUMMER SESSION, 1975

COLLEGE	MASTERS			DOCTORS			GRADUATE TOTALS			LAW			UNIVERSITY TOTALS		
	M	W	B	M	W	B	M	W	B	M	W	B	M	W	B
Ag Sci	90	14	104	15	1	16	105	15	120	0	0	0	426	76	502
A & S	328	250	578	191	51	242	519	301	820	0	0	0	1640	1387	3027
Bus Adm	90	24	114	28	3	31	118	27	145	0	0	0	1080	347	1427
Engr	107	3	110	41	2	43	148	5	153	0	0	0	783	41	824
Home Eco	9	80	89	1	10	11	10	90	100	0	0	0	24	576	600
Edu	150	371	521	101	83	184	251	454	705	0	0	0	358	1217	1575
Law	0	0	0	0	0	0	0	0	0	137	24	161	137	24	161
TOTALS	774	742	1516	377	150	527	1151	892	2043	137	24	161	4448	3668	8116



TEXAS TECH UNIVERSITY  
Lubbock, Texas

Approval of Administrative Actions

Personnel Matters

Coaches Salaries 1975-76

9. a. Approve the following actions, which have been recommended by the Athletic Council, regarding appointments and salaries in the Athletic Department.

Appointment of Robert Oran Evans as Assistant Basketball Coach as of May 15, 1975 at an annual salary of \$15,000.

Appointment of Gerald Oglesby, Jr. as Head Track Coach at an annual salary of \$16,891 (increase from \$16,068) effective June 1, 1975.

Approve the following Athletic personnel salaries for 1975-76.

	<u>1974-75</u>	<u>1975-76</u>
Gerald Myers	\$20,712.00	\$22,000.00
George Davidson	16,350.00	16,850.00
James Hilliard	12,977.00	14,000.00
Ralph Carpenter	15,320.00	16,500.00
George Foster	11,304.00	11,869.00

Approve the following salaries of part-time Athletic personnel for 1975-76.

	<u>1974-75</u>	<u>1975-76</u>
Danny Mason	\$ 3,120.72	\$ 3,501.33
Kal Segrist	5,025.96	5,383.38
George Philbrick	2,913.12	2,525.25
James McNally	5,384.34	5,922.00
Robert Bissell	--	15,260.00

Commissioning of Peace Officers

9. b. Commission as Peace Officer, effective the following date, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971.

<u>Name</u>	<u>Date</u>
Lionel Aaron	June 1, 1975

Contracts

General Builders, Inc. - Swimming Pool

10. a. Ratify the following Agreement with General Builders, Inc., a New Mexico Corporation dba in Texas as Roger H. Smith, Inc., in the amount of \$1,274,400.00 for construction of the swimming pool and air structure. Execution of this Agreement was authorized in the Board meeting of March 21, 1975, Item M113.

Contract No. 109

AGREEMENT

made this first day of April in the year of Nineteen Hundred and Seventy-Five.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and General Builders, Inc., a New Mexico Corporation dba in Texas as Roger H. Smith, Inc., hereinafter referred to as 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 entitled Book I, General Specifications, Schedules and Details Swimming Facility, Texas Tech University, Lubbock, Texas, and Book II, Mechanical & Electrical Specifications Swimming Facility, Texas Tech University, Lubbock, Texas for construction of Swimming Pool and Air Structure, including Alternate 2.

ARTICLE 3

ARCHITECTS

Jessen Associates, Inc., Austin, 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 in 330 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$280.00 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:

One Million Two Hundred Seventy Four Thousand  
Four Hundred Dollars (\$1,274,400).

The above amount includes Alternate 2.

ARTICLE 6

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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 per cent (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 per cent (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 per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid. In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

ARTICLE 7

FINAL PAYMENT

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

ARTICLE 8

MISCELLANEOUS PROVISIONS

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

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

	<u>Book I</u> <u>Pages</u>	<u>Book II</u> <u>Pages</u>
Table of Contents	3	2
Notice to Bidders	1	1
Information to Bidders	4	4
Proposal (General Construction)	3	3
Proposal (Air Structure)	2	2
Bid Bond (Form)	2	2
Power of Attorney	1	1
Agreement (Form)	4	4
Performance Bond (Form)	2	2
Payment Bond (Form)	2	2
Exemption Certificate	1	1
Wage Scale	3	3
Uniform General Conditions	18	18
Supplementary General Conditions	17	17
Specifications, Divisions A thru C, 1 thru 10 & 13. Schedules and Details		1, 15 thru 16
Drawings Dated 1/31/75		
Architectural A1 through A-11		
Structural S1 through S6		
Mechanical ME1, M1 through M6		
Electrical ME1, E1 through E4		
Addenda 1 and 2		

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 \$515,000.00 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

ARTICLE 9

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 10

OWNER'S REPRESENTATIVE

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

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR  
GENERAL BUILDERS, INC., a New Mexico  
Corporation dba in Texas as Roger H.  
Smith, Inc.

By /s/ Harold E. Ward  
Harold E. Ward - Vice President

ATTEST:

By /s/ Lorraine Devlin

\* \* \* \* \*

- Hammock Bros. Construction Company - Horn Hall Dormitory Remodeling  
10. b. Ratify the following Agreement with Hammock Bros. Construction Company in the amount of \$411,900.00 for the remodeling of Horn Hall Dormitory. Execution of this contract was authorized in the Board meeting of May 16, 1975, Item M161.

Contract No. 117

AGREEMENT

made this Nineteenth day of May in the year of Nineteen Hundred and Seventy Five.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and Hammock Bros. Construction Company, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the General Construction, Plumbing, Heating and Air Conditioning, and Electrical as required by the Contract Documents for the Horn Hall Dormitory Remodeling for Texas Tech University, Lubbock, Texas.

ARTICLE 3

ARCHITECT

Tom Mills, 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 16, 1975.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 for each consecutive calendar day after August 16, 1975.

#### 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

Four hundred eleven thousand nine hundred dollars (\$411,900)

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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 per cent (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 per cent (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 per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

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

#### ARTICLE 7

##### FINAL PAYMENT

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



## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
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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
Minimum Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Special Conditions	13
Specifications, Divisions 1 through 10, SGC, HAC, P & E	
Drawings Dated 4-21-75	
Architectural 1 through 5	
Plumbing, Heating and Air Conditioning, and Electrical	
Addenda 1, 2 & 3	

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 \$258,000 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  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
HAMMOCK BROS. CONSTRUCTION COMPANY

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Benidean Hammock

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

- High Plains Pavers, Inc. - New Deal Farm Facility  
10. c. Ratify the following Agreement with High Plains Pavers, Inc. for Phase One Sitework on the New Deal Farm. Execution of this contract was approved in the Board meeting of May 16, 1975, Item M162.

Contract No. 122

AGREEMENT

made this nineteenth day of June in the year of Nineteen Hundred and Seventy Five  
BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and High Plains Pavers, Inc., Plainview, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for constructing approximately 35,000 square yards of flexible pavement on caliche base, constructing approximately 15,750 linear feet of curb and gutter, constructing approximately 1,900 square yards of 6 inch concrete slab, grading approximately 137,000 square yards, and related items of work included in the drawings entitled New Deal Farm Facilities, roads and site grading and specifications entitled New Deal Farm Facility, Phase One, Sitework, all dated April 1975.

ARTICLE 3

ARCHITECT

Langwith, Wilson, King & House, Houston, 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 in 300 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 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 as provided in the Conditions of the Contract, in current funds, the sum per unit of work done as per Attachment A, attached hereto and made a part of this Contract.

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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 per cent (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 per cent (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 per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

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

#### ARTICLE 7

##### FINAL PAYMENT

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

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
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Notice to Bidders	1
Information to Bidders	4
Proposal	8
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Wage Scale	5
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1, 2, 3, 13, 16 and 17	
Drawings Dated	
Architectural 4/75	5
Addenda Numbers 1 through 7	33

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 \$120,000 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  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
HIGH PLAINS PAVERS, INC.

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ H. A. Wall  
President

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ Graddy Tunnell

PROPOSAL

ATTACHMENT A  
(See Article 5)

PROJECT: ROADS AND SITE GRADING WORK for the  
NEW DEAL FARM FACILITY for  
TEXAS TECH UNIVERSITY - LUBBOCK, TEXAS

Date May 29, 1975

PROPOSAL OF HIGH PLAINS PAVERS, INC.  
(Name)

Box 398 Plainview, Texas 79072  
(Address)

Mr. John Taylor  
Contracting and Purchasing Officer  
Texas Tech University  
Lubbock, Texas

Dear Sir:

I have received the specifications titled "New Deal Farm Facility for Texas Tech University", plans titled "New Deal Farm Facility for Texas Tech University, Roads and Site Grading", and have also received Addenda Nos. 1 through 7 and have included their provisions in my Bid.

Having carefully examined the GENERAL CONDITIONS OF THE CONTRACT, SUPPLEMENTARY GENERAL CONDITIONS, the Specifications and Plans, and addenda to the plans and specifications as prepared by Langwith, Wilson, King & House, 17 S. Briar Hollow Lane, Suite 100, Houston, Texas 77027, the Architect on this project, as well

as the premises and all conditions affecting the work, the undersigned proposes to furnish all labor, materials and equipment necessary to complete all roads and grading work in accordance with the above Documents for the unit prices shown on the following pages.

Cash allowance for contingencies in amount of \$5,000, called for in Specifications Page 1-B, 1, shall be added to total bid shown on Page 3C.

Item No.	Quantity & Unit	Description of Item and Unit	Total Amount
<u>ROADS AND GRADING</u> <u>ITEMS 1 THROUGH 7</u>			
1	137,200 S.Y.	Site excavation and grading, per square yard: <u>No</u> Dollars and <u>Thirty-eight</u> Cents ( <u>\$ 0.38</u> )	<u>\$ 52,136.00</u>
2	29,705 S.Y.	Excavation and grading under caliche base course, per square yard: <u>No</u> Dollars and <u>Twenty-two</u> Cents ( <u>\$ 0.22</u> )	<u>\$ 6,535.10</u>
3	4,180 S.Y.	Excavation and grading under Phase I Buildings, per square yard: <u>No</u> Dollars and <u>Fifty-two</u> Cents ( <u>\$ 0.52</u> )	<u>\$ 2,173.60</u>
4	29,705 S.Y.	Caliche base course, per square yard: <u>One</u> Dollars and <u>Fifteen</u> Cents ( <u>\$ 1.15</u> )	<u>\$ 34,160.75</u>
5	11,789 L.F.	24-inch Curb and gutter, and 24-inch gutter, complete, per linear foot: <u>Two</u> Dollars and <u>Ninety-five</u> Cents ( <u>\$ 2.95</u> )	<u>\$ 34,777.55</u>
6	1,650 S.Y.	6-inch Concrete slabs in valley gutters and spandrels, complete per square yard: <u>Eight</u> Dollars and <u>Ninety</u> Cents ( <u>\$ 8.90</u> )	<u>\$ 14,685.00</u>
7	60 L.F.	18-inch Reinforced concrete pipe, Class III, complete in place, per linear foot: <u>Nine</u> Dollars and <u>No</u> Cents ( <u>\$ 9.00</u> )	<u>\$ 540.00</u>
TOTAL BASE BID - ROADS AND GRADING ITEMS 1 THROUGH 7 INCLUSIVE			<u>\$ 145,008.00</u>



Item No.	Quantity & Unit	Description of Item and Unit	Total Amount
<u>ALTERNATE NUMBER ONE</u> <u>ROADS AND SITE GRADING</u> <u>ITEMS 8 THROUGH 12</u>			
8	1,520 S.Y.	Site Excavation and Grading, per square yard: <u>No</u> Dollars and <u>Thirty-eight</u> Cents (\$ <u>0.38</u> )	\$ <u>577.60</u>
9	6,244 S.Y.	Excavation and Grading under caliche base course, per square yard: <u>No</u> Dollars and <u>Twenty-two</u> Cents (\$ <u>0.22</u> )	\$ <u>1,373.68</u>
10	6,244 S.Y.	Caliche Base course, per square yard: <u>One</u> Dollars and <u>Fifteen</u> Cents (\$ <u>1.15</u> )	\$ <u>7,180.60</u>
11	3,973 L.F.	24-inch Curb and Gutter, and 24-inch gutter, complete, per linear foot: <u>Two</u> Dollars and <u>Ninety-five</u> Cents (\$ <u>2.95</u> )	\$ <u>11,720.35</u>
12	243 S.Y.	6-inch Concrete slabs in valley gutters and spandrels, complete per square yard: <u>Eight</u> Dollars and <u>Ninety</u> Cents (\$ <u>8.90</u> )	\$ <u>2,162.70</u>
TOTAL BID - ALTERNATE ONE ITEMS 8 THROUGH 12 INCLUSIVE			\$ <u>23,014.93</u>

TRIPLE ASPHALT SURFACE TREATMENT  
ROADS AND PARKING AREAS INCLUDED IN BASE BID  
ROADS AND SITE GRADING  
ITEMS 13 THROUGH 15

13	29,705 S.Y.	Preparation of caliche base for priming, complete, per square yard: <u>No</u> Dollars and <u>Twenty</u> Cents (\$ <u>0.20</u> )	\$ <u>5,941.00</u>
14	29,705 S.Y.	Prime coat, complete, per square yard: <u>No</u> Dollars and <u>Seventeen</u> Cents (\$ <u>0.17</u> )	\$ <u>5,049.85</u>

Item No.	Quantity & Unit	Description of Item and Unit	Total Amount
15	29,705 S.Y.	Triple asphalt surface treatment, complete, per square yard: <u>One</u> Dollars and <u>Thirty-five</u> Cents (\$ <u>1.35</u> )	\$ <u>40,101.75</u>

TOTAL BID - PAVING ROADS AND  
PARKING AREAS INCLUDED IN BASE BID,  
ROADS AND SITE GRADING  
ITEMS 13, 14, and 15 INCLUSIVE

\$ 51,092.60

TRIPLE ASPHALT SURFACE TREATMENT  
ROADS INCLUDED IN ALTERNATE ONE  
ROADS AND SITE GRADING  
ITEMS 16 THROUGH 18

16	6,244 S.Y.	Preparation of caliche base for priming, complete per square yard: <u>No</u> Dollars and <u>Twenty</u> Cents (\$ <u>0.20</u> )	\$ <u>1,248.80</u>
17	6,244 S.Y.	Prime Coat, complete, per square yard: <u>No</u> Dollars and <u>Seventeen</u> Cents (\$ <u>0.17</u> )	\$ <u>1,061.48</u>
18	6,244 S.Y.	Triple asphalt surface treatment, complete, per square yard: <u>One</u> Dollars and <u>Thirty-five</u> Cents (\$ <u>1.35</u> )	\$ <u>8,429.40</u>

TOTAL BID - PAVING ROADS  
INCLUDED IN ALTERNATE ONE,  
ITEMS 16 THROUGH 18 INCLUSIVE

\$ 10,739.68

BID SUMMARY

(1)	BASE BID	\$ 145,008.00
	ALTERNATE ONE	\$ 23,014.93
	TOTAL - BASE BID PLUS ALTERNATE ONE	\$ 168,022.93
(2)	PAVING ROADS & PARKING AREAS INCLUDED IN BASE BID	\$ 51,092.60
	PAVING ROADS INCLUDED IN ALTERNATE ONE	\$ 10,739.68
	TOTAL - PAVING	\$ 61,832.28
(3)	TOTAL - BASE BID PLUS ALTERNATE ONE PLUS PAVING	\$ 229,855.21
(4)	TOTAL - BASE BID PLUS ALTERNATE ONE PLUS PAVING PLUS \$5,000 CONTINGENCY ALLOWANCE	\$ 234,855.21

The undersigned agrees and pledges to complete the work included in Base Bid in 300 consecutive calendar days, and further agrees to pay as liquidated damages the sum set forth in the General Conditions for each calendar day that the work remains substantially incomplete after the expiration of the calendar days specified (by the Bidder) above.

The undersigned agrees, if awarded the Contract, to execute Contract and Bonds within ten (10) days after notification of award and to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner.

The undersigned further agrees that the Certified Check or Bond Payable to Texas Tech University, accompanying this proposal is left in escrow with Mr. John Taylor, Contracting and Purchasing Officer, Texas Tech University; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bond, and that if the undersigned defaults in executing that Agreement and/or in furnishing the Performance Bond within ten (10) days of written notification of the award of the Contract to him, then the check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all informalities. It is further agreed that this Bid shall be valid and not withdrawn for a period of thirty (30) days from the date of opening thereof.

Respectfully submitted,

HIGH PLAINS PAVERS, INC.

By /s/ H. A. Wall

Title President

Box 398 Plainview, Texas 79072  
(Business Address)

(SEAL: If Bid is by a  
Corporation)

(NOTE: Amount shall be shown in both writing and figures. In case of discrepancy between the written amount and the figure, the written amount shall govern.)

Fill in the applicable information:

A Corporation, chartered in the State of Texas, authorized to do business in the State of Texas.

A Partnership, composed of \_\_\_\_\_ and \_\_\_\_\_, and \_\_\_\_\_.

Bidder shall show in space provided below the amount of Material Cost and other expenses subject to State and Local sales taxes for tax exemption purposes.

Material and Other Expenses \$ 120,000.00.

\* \* \* \* \*

H. W. Taylor Construction Co., Inc. - New Deal Farm Facility

10. d. Ratify the following Agreement with H. W. Taylor Construction Co., Inc. for Phase One Sitework on the New Deal Farm. Execution of this contract was approved in the Board meeting of May 16, 1975, Item M162.

Contract No. 121

AGREEMENT

made this nineteenth day of June in the year of Nineteen Hundred and Seventy Five

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and H. W. Taylor Construction Company, Amarillo, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for constructing a water system, including a well, a ground storage tank, a pump station, distribution lines and related items of work, constructing a gas distribution system consisting of distribution lines and related items, constructing a sanitary sewer system consisting of collection lines, a lift station, a septic tank, a distribution box, an absorption field and related items of work, constructing an animal liquid waste system consisting of collection lines, a shaped retention basis, and related items of work included in the drawings entitled New Deal Farm Facilities, utility systems and specifications entitled New Deal Farm Facility, Phase One-Sitework, all dated April, 1975.

ARTICLE 3

ARCHITECTS

Langwith, Wilson, King & House, Houston, 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 in 180 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 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 as provided in the Conditions of the Contract, in current funds, the sum per unit of work done as per Attachment A, attached hereto and made a part of this contract.

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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 per cent (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 per cent (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 per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid. In addition, and in connection with any progress payment, if the Owner requests same, he shall be furnished manifest proof of any Subcontractors' actual fiscal account as related to the actual Subcontract value; and such account shall be in a form as requested by the Owner.

#### ARTICLE 7

##### FINAL PAYMENT

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

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

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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

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Proposal	19
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Wage Scale	5
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1, 2, 3, 13, 16 and 17	
Drawings Dated	
Architectural 4/75	13
Addenda Numbers 1 through 7	38

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 \$134,865 which represents cost of materials and other expenses requiring tax exemptions from City and State sales taxes.

## ARTICLE 9

### PAYMENT AND PERFORMANCE BONDS

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

## ARTICLE 10

### OWNER'S REPRESENTATIVE



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

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
H. W. TAYLOR CONSTRUCTION CO., INC.

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ H. W. Taylor

ATTEST:

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

By /s/ M. J. Taylor

PROPOSAL

ATTACHMENT A  
(See Article 5)

PROJECT: UTILITY SYSTEMS for the NEW DEAL FARM  
FACILITY for TEXAS TECH UNIVERSITY,  
LUBBOCK, TEXAS

Date May 29, 1975

PROPOSAL OF H. W. TAYLOR CONSTRUCTION, INC.  
(Name)

P. O. Box 1001 Canyon, Texas 79015  
(Address)

Mr. John Taylor  
Contracting and Purchasing Officer  
Texas Tech University  
Lubbock, Texas

Dear Sir:

I have received specifications titled "New Deal Farm Facility for Texas Tech University", plans titled "New Deal Farm Facility for Texas Tech University, Utility Systems", and have also received Addenda Nos. 1 through 7 and have included their provisions in my Bid.



Having carefully examined the GENERAL CONDITIONS OF THE CONTRACT, SUPPLEMENTARY GENERAL CONDITIONS, the Specifications and Plans, and addenda to the plans and specifications as prepared by Langwith, Wilson, King & House, 17 S. Briar Hollow Lane, Suite 100, Houston, Texas 77027, the Architect on this project, as well as the premises and all conditions affecting the work, the undersigned proposed to furnish all labor, materials and equipment necessary to complete the entire work in accordance with the above Documents for the prices shown on the following pages.

Cash allowance for contingencies in amount of \$5,000, called for in Specifications Page 1-B, 1, shall be added to total bid shown on Page 14C.

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
<u>WATER SYSTEM</u> <u>ITEMS 1 THROUGH 23</u>			
1	1 Job	Digging slush pit, at the lump sum price of <u>Four Hundred Dollars and No Cents</u> (\$ 400.00)	\$ 400.00
2	50 L.F.	Drilling for, furnishing, setting, and cementing 16" surface casing, at a unit price per linear foot <u>Fifty-one Dollars and No Cents</u> (\$ 51.00)	\$ 2,550.00
3	260 L.F.	Drilling well, 15" diameter, at a unit price per linear foot <u>Ten Dollars and Sixty Cents</u> (\$ 10.60)	\$ 2,756.00
4	260 L.F.	Furnishing and setting 8 5/8" inner casing, at a unit price per linear foot <u>Eleven Dollars and No Cents</u> (\$ 11.00)	\$ 2,860.00
5	110 L.F.	Mill cutting slots in 8 5/8" casing, per linear foot <u>Three Dollars and Eighty Cents</u> (\$ 3.80)	\$ 418.00
6	12 Hours	Additional bailing time required in cleaning and developing well with bailing equipment at a unit price per hour of <u>Fifty Dollars and No Cents</u> (\$ 50.00)	\$ 600.00
7	1 Job	Concrete foundation at a lump sum price of <u>Three Hundred Dollars and No Cents</u> (\$ 300.00)	\$ 300.00

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
8	1 Job	Furnishing and installing one vertical submersible deep well pumping unit complete as specified, including pump bowl assembly, electric motor, sand shroud, pump column pipe, valves and fittings on discharge pipe, sanitary well seal, electric cable from motor to ground surface plus 30 feet, motor starter, and other appurtenances and incidentals as specified or as shown on the drawings, for the lump sum price of <u>Eight Thousand Dollars</u> and <u>No Cents</u> (\$ 8,000.00)	\$ 8,000.00
9	10 Cu. Yds.	Gravel, furnished and placed in well as specified, at a unit price per cubic yard of <u>Thirty-six Dollars</u> and <u>No Cents</u> (\$ 36.00)	\$ 360.00
10	1 Job	Furnishing and constructing one well house, complete as specified, including floor slab and electrical work, for the lump sum price of <u>Six Thousand Dollars</u> and <u>No Cents</u> (\$ 6,000.00)	\$ 6,000.00
11	1,075 L.F.	6" approved type well supply line, furnished and installed, complete in place, per linear foot <u>Three Dollars</u> and <u>No Cents</u> (\$ 3.00)	\$ 3,225.00
12	1 Job	Construction of pump station, steel ground storage tank, automatic control system, chlorination system including all equipment, materials, labor, superintendence and other incidentals and appurtenances, for the lump sum price of <u>Sixty-four Thousand Dollars</u> and <u>No Cents</u> (\$64,000.00)	\$ 64,000.00
13	1,140 L.F.	Buried remote control system cable, as specified, furnished and installed in trench with 6-inch well supply line, including all splices, testing, and other incidentals and appurtenances, complete in place, per linear foot <u>No dollars</u> and <u>Eighty Cents</u> (\$ 0.80)	\$ 912.00
14	112 L.F.	6" approved type water distribution line, furnished and installed, complete in place, per linear foot <u>Four Dollars</u> and <u>No Cents</u> (\$ 4.00)	\$ 448.00

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
15	4,777 L.F.	4" approved type water distribution line, furnished and installed, complete in place, per linear foot <u>Two</u> Dollars and <u>Thirty</u> Cents (\$ <u>2.30</u> )	\$ <u>10,987.10</u>
16	935 L.F.	2" approved type water distribution line, furnished and installed, complete in place, per linear foot <u>Two</u> Dollars and <u>No</u> Cents (\$ <u>2.00</u> )	\$ <u>1,870.00</u>
17	34 L.F.	1 1/2" service line, furnished and installed, complete in place, per linear foot <u>Three</u> Dollars and <u>Twenty</u> Cents (\$ <u>3.20</u> )	\$ <u>108.80</u>
18	76 L.F.	1" service line, furnished and installed, complete in place, per linear foot <u>Three</u> Dollars and <u>Fifteen</u> Cents (\$ <u>3.15</u> )	\$ <u>239.40</u>
19	1 Each	Fire Hydrant, traffic model, furnished and installed, complete in place, each <u>Four</u> <u>Hundred Forty</u> Dollars and <u>No</u> Cents (\$ <u>440.00</u> )	\$ <u>440.00</u>
20	1 Each	6-Inch gate valve and box, furnished and installed, complete in place, each <u>Two</u> <u>Hundred</u> Dollars and <u>No</u> Cents (\$ <u>200.00</u> )	\$ <u>200.00</u>
21	5 Each	4-Inch gate valve and box, furnished and installed, complete in place, each <u>One</u> <u>Hundred Seventy</u> Dollars and <u>No</u> Cents (\$ <u>170.00</u> )	\$ <u>850.00</u>
22	3 Each	2-Inch gate valve and box, furnished and installed, complete in place, each <u>One</u> <u>Hundred Ten</u> Dollars and <u>No</u> Cents (\$ <u>110.00</u> )	\$ <u>330.00</u>
23	1 Each	1 1/2" service connection, furnished and installed, including curb stop and curb box, complete in place, each <u>One</u> <u>Hundred Fifty</u> Dollars and <u>No</u> Cents (\$ <u>150.00</u> )	\$ <u>150.00</u>
24	3 Each	1" Service Connection, furnished and installed, including curb stop and curb box, complete in place, each <u>Ninety-five</u> Dollars and <u>No</u> Cents (\$ <u>95.00</u> )	\$ <u>285.00</u>

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
SUB-TOTAL - WATER SYSTEM ITEMS 1 THROUGH 24 INCLUSIVE			\$ 108,289.30
<u>SANITARY SEWER SYSTEM</u> <u>ITEMS 25 THROUGH 41</u>			
25	209 L.F.	4" V.C. sewer pipe, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Four</u> Dollars and <u>No</u> Cents (\$ 4.00)	\$ 836.00
26	204 L.F.	4" V.C. sewer pipe, 6'-8' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Four</u> Dollars and <u>Fifty</u> Cents (\$ 4.50)	\$ 918.00
27	1,829 L.F.	6" V.C. sewer pipe, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Four</u> Dollars and <u>Twenty-five</u> Cents (\$ 4.25)	\$ 7,773.25
28	2,970 L.F.	6" V.C. sewer pipe, 6'-8' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Four</u> Dollars and <u>Seventy</u> Cents (\$ 4.70)	\$ 13,959.00
29	15 L.F.	6" C.I. soil pipe, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Seven</u> Dollars and <u>No</u> Cents (\$ 7.00)	\$ 105.00
30	12 L.F.	6" C.I. soil pipe, 6'-8' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Eight</u> Dollars and <u>No</u> Cents (\$ 8.00)	\$ 96.00
31	20 L.F.	6" C.I. pipe, Class 150, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Nine</u> Dollars and <u>No</u> Cents (\$ 9.00)	\$ 180.00
32	40 L.F.	6" C.I. pipe, Class 150, 6'-8' cut, furnished and installed including trenching, laying, and backfilling, complete in place, per linear foot <u>Ten</u> Dollars and <u>No</u> Cents (\$ 10.00)	\$ 400.00

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
33	13 Each	Standard manholes, 0'-6' depth, installed complete, each <u>Three Hundred Fifty</u> Dollars and <u>No</u> Cents ( <u>\$ 350.00</u> )	<u>\$ 4,550.00</u>
34	9 V.F.	Additional depth of manholes, installed complete, per vertical foot <u>Sixty</u> Dollars and <u>No</u> Cents ( <u>\$ 60.00</u> )	<u>\$ 540.00</u>
35	6 Each	Cleanouts, standard, installed complete, each <u>Sixty</u> Dollars and <u>No</u> Cents ( <u>\$ 60.00</u> )	<u>\$ 360.00</u>
36	14 Each	6"-4" Wyes, installed complete, each <u>Ten</u> Dollars and <u>No</u> Cents ( <u>\$ 10.00</u> )	<u>\$ 140.00</u>
37	1 Job	Septic tank, complete, including piping and fittings as shown on plans, lump sum <u>Four Thousand Two Hundred</u> Dollars and <u>No</u> Cents ( <u>\$ 4,200.00</u> )	<u>\$ 4,200.00</u>
38	1 Job	Distribution box, complete as shown on plans, lump sum <u>Four Hundred Fifty</u> Dollars and <u>No</u> Cents ( <u>\$ 450.00</u> )	<u>\$ 450.00</u>
39	1 Job	Sewage lift station, furnished and installed, including electrical work and all incidentals and appurtenances, complete in place, lump sum <u>Six Thousand</u> Dollars and <u>No</u> Cents ( <u>\$6,000.00</u> )	<u>\$ 6,000.00</u>
40	256 L.F.	4" Approved type absorption field pipe, non-perforated, furnished and installed, including trenching, laying, and backfilling, per linear foot <u>Three</u> Dollars and <u>No</u> Cents ( <u>\$ 3.00</u> )	<u>\$ 768.00</u>
41	1,940 L.F.	4" Approved type absorption field pipe, perforated, furnished and installed, including trenching, laying, gravel, and backfilling, per linear foot <u>Five</u> Dollars and <u>No</u> Cents ( <u>\$ 5.00</u> )	<u>\$ 9,700.00</u>
SUB-TOTAL - SANITARY SEWER SYSTEM ITEMS 25 THROUGH 41 INCLUSIVE			<u>\$ 50,975.25</u>

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
<u>ANIMAL LIQUID WASTE SYSTEM</u> <u>ITEMS 42 THROUGH 49</u>			
42	4,375 L.F.	8" V.C. sewer pipe, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Four Dollars and No Cents (\$ 4.00)</u>	\$ <u>17,500.00</u>
43	238 L.F.	8" V.C. sewer pipe, 6'-8' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Five Dollars and No Cents (\$ 5.00)</u>	\$ <u>1,190.00</u>
44	10 L.F.	8" C.I. soil pipe 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Ten Dollars and No Cents (\$ 10.00)</u>	\$ <u>100.00</u>
45	82 L.F.	8" C.I. pipe, Class 150, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot <u>Ten Dollars and No Cents (\$ 10.00)</u>	\$ <u>820.00</u>
46	11 Each	Standard manholes, 0'-6' depth, installed complete, each <u>Three Hundred Fifty Dollars and No Cents (\$ 350.00)</u>	\$ <u>3,850.00</u>
47	1 Each	Standard cleanout, installed complete <u>Sixty Dollars and No Cents (\$ 60.00)</u>	\$ <u>60.00</u>
48	2 Each	8"-8" Wyes, installed complete, each <u>Fourteen Dollars and No Cents (\$ 14.00)</u>	\$ <u>28.00</u>
49	1 Job	Shaping Playa Lake, construction of Animal Liquid Waste Outlet, construction of Outlet to Playa Lake, including all incidentals, complete in place for the lump sum price of <u>One Thousand Six Hundred Dollars and No Cents (\$ 1,600.00)</u>	\$ <u>1,600.00</u>
SUB-TOTAL - ANIMAL LIQUID WASTE SYSTEM ITEMS 42 THROUGH 49 INCLUSIVE			\$ <u>25,148.00</u>

Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
<u>GAS DISTRIBUTION SYSTEM</u> <u>ITEMS 50 THROUGH 56</u>			
50	435 L.F.	4" Approved type pipe, furnished and installed, complete in place, per linear foot <u>Two</u> Dollars and <u>Ten</u> Cents (\$ 2.10)	\$ 913.50
51	4,755 L.F.	2" Approved type pipe, furnished and installed, complete in place, per linear foot <u>One</u> Dollars and <u>Fifty</u> Cents (\$ 1.50)	\$ 7,132.50
52	1,048 L.F.	1" Approved type pipe, furnished and installed, complete in place, per linear foot <u>One</u> Dollars and <u>Forty</u> Cents (\$ 1.40)	\$ 1,467.20
53	1 Each	4" Ball valve and valve box, furnished and installed, complete in place, each <u>One Hundred Forty</u> Dollars and <u>No</u> Cents (\$ 140.00)	\$ 140.00
54	6 Each	2" Ball valve and valve box, furnished and installed, complete in place, each <u>Eighty</u> Dollars and <u>No</u> Cents (\$ 80.00)	\$ 480.00
55	1 Each	1" Ball valve, furnished and installed, complete in place, each <u>Seventy</u> Dollars and <u>No</u> Cents (\$ 70.00)	\$ 70.00
56	4 Each	2" x 1" Punch valve plastic saddle tee, furnished and installed, complete in place, each <u>Thirty</u> Dollars and <u>No</u> Cents (\$ 30.00)	\$ 120.00
SUB-TOTAL - GAS DISTRIBUTION SYSTEM ITEMS 50 THROUGH 56 INCLUSIVE			\$ 10,323.20
<u>ELECTRICAL WORK AND TELEPHONE</u> <u>CABLE TRENCHING AND CONDUIT</u> <u>ITEMS 57 THROUGH 59 INCLUSIVE</u>			
57	1,714 L.F.	3" P.V.C. conduits for telephone or electrical cable, including trenching and backfilling, furnished and installed complete as specified, per linear foot <u>Two</u> Dollars and <u>Forty</u> Cents (\$ 2.40)	\$ 4,113.60



Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
58	4,419 L.F.	Trench for telephone cable, including backfilling following cable installation by telephone company, complete as specified, per linear foot <u>No</u> Dollars and <u>Thirty-five</u> Cents (\$ <u>0.35</u> )	\$ <u>1,546.65</u>
59	1,096 L.F.	Underground conductor, furnished and installed including trenching and backfilling, complete as specified, per linear foot <u>Two</u> Dollars and <u>Sixty</u> Cents (\$ <u>2.60</u> )	\$ <u>2,849.60</u>
SUB-TOTAL - ELECTRICAL WORK AND TELEPHONE CABLE TRENCHING AND CONDUIT ITEMS 57 THROUGH 59 INCLUSIVE			\$ <u>8,509.85</u>
TOTAL BASE BID - UTILITY SYSTEMS ITEMS 1 THROUGH 59 INCLUSIVE			\$ <u>203,245.60</u>

ALTERNATE NUMBER ONE  
UTILITY SYSTEMS  
ITEMS 60 THROUGH 68 INCLUSIVE

WATER SYSTEM

60	36 L.F.	1" Service line, furnished and installed, complete in place, per linear foot: <u>Three</u> Dollars and <u>Fifteen</u> Cents (\$ <u>3.15</u> )	\$ <u>113.40</u>
61	1 each	1" Service connection, furnished and installed, including curb stop and curb box, complete in place, each: <u>Ninety-five</u> Dollars and <u>No</u> Cents (\$ <u>95.00</u> )	\$ <u>95.00</u>

SANITARY SEWER SYSTEM

62	36 L.F.	4" V.C. Sewer pipe, 0'-6' cut, furnished and installed, including trenching, laying and backfilling, complete in place, per linear foot: <u>Four</u> Dollars and <u>No</u> Cents (\$ <u>4.00</u> )	\$ <u>144.00</u>
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Item No.	Quantity & Unit	Description of Item and Unit Prices	Total Amount
<u>ANIMAL LIQUID WASTE SYSTEM</u>			
63	229 L.F.	8" V.C. Sewer pipe, 0'-6' cut, furnished and installed, including trenching, laying, and backfilling, complete in place, per linear foot: <u>Four</u> Dollars and <u>No</u> Cents (\$ <u>4.00</u> )	\$ <u>916.00</u>
64	1 each	Standard cleanout, installed complete, each: <u>Sixty</u> Dollars and <u>No</u> Cents (\$ <u>60.00</u> )	\$ <u>60.00</u>
65	1 each	8"-8" Wye, installed complete, each: <u>Fourteen</u> Dollars and <u>No</u> Cents (\$ <u>14.00</u> )	\$ <u>14.00</u>
<u>GAS DISTRIBUTION SYSTEM</u>			
66	36 L.F.	1" Approved type pipe, furnished and installed, complete in place, per linear foot: <u>One</u> Dollars and <u>Forty</u> Cents (\$ <u>1.40</u> )	\$ <u>50.40</u>
67	1 each	2"x1" Punch valve plastic saddle tee, furnished and installed, complete in place, each: <u>Thirty</u> Dollars and <u>No</u> Cents (\$ <u>30.00</u> )	\$ <u>30.00</u>
<u>ELECTRICAL WORK AND TELEPHONE</u> <u>CABLE TRENCHING AND CONDUIT</u> <u>ITEMS 57 THROUGH 59 INCLUSIVE</u>			
68	280 L.F.	Trench for telephone cable, including backfilling following cable installation by telephone company, complete as specified, per linear foot: <u>No</u> Dollars and <u>Thirty-five</u> Cents (\$ <u>0.35</u> )	\$ <u>98.00</u>
TOTAL BID - ALTERNATE ONE ITEMS 60 THROUGH 68 INCLUSIVE			\$ <u>1,520.80</u>

BID SUMMARY

TOTAL BASE BID	\$ 203,245.60
TOTAL BID ALTERNATE ONE	\$ 1,520.80
<u>TOTAL - BASE BID PLUS ALTERNATE ONE</u>	<u>\$ 204,766.40</u>
TOTAL - BASE BID PLUS ALTERNATE ONE	
<u>PLUS \$5,000 - CONTINGENCY ALLOWANCE</u>	<u>\$ 209,766.40</u>

The undersigned agrees and pledges to complete the work included in the bid in 180 consecutive calendar days, and further agrees to pay as liquidated damages the sum set forth in the General Conditions for each calendar day that the work remains substantially incomplete after the expiration of the calendar days specified (by the Bidder) above.

The undersigned agrees, if awarded the Contract, to execute Contract and Bonds within ten (10) days after notification of award and to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner.

The undersigned further agrees that the Certified Check or Bond Payable to Texas Tech University, accompanying this proposal is left in escrow with Mr. John Taylor, Contracting and Purchasing Officer, Texas Tech University; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bond, and that if the undersigned defaults in executing that Agreement and/or in furnishing the Performance Bond within ten (10) days of written notification of the award of the Contract to him, then the check shall become the subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all informalities. It is further agreed that this Bid shall be valid and not withdrawn for a period of thirty (30) days from the date of opening thereof.

Respectfully submitted,

H. W. TAYLOR CONSTRUCTION, INC.

By /s/ H. W. Taylor

Title President

(SEAL: if Bid is by a  
Corporation)

P. O. Box 1001 Canyon, Texas 79015  
(Business Address)

(NOTE: Amount shall be shown in both writing and figures. In case of discrepancy between the written amount and the figure, the written amount shall govern.)

Fill in the applicable information:

A Corporation, chartered in the State of Texas,  
authorized to do business in the State of Texas.

A Partnership, composed of \_\_\_\_\_ and \_\_\_\_\_, and  
\_\_\_\_\_.

Bidder shall show in space provided below the amount of Material Cost and other expenses subject to State and Local sales taxes for tax exemption purposes.

Material and Other Expenses   \$   134,865

\* \* \* \* \*

- Anthony Mechanical, Inc. - Original Chemistry Building  
10. e. Ratify the following Agreement with Anthony Mechanical, Inc. in the amount of \$266,000.00 for work involved in air conditioning the original Chemistry Building. Execution of this contract was authorized in the Board meeting of May 16, 1975, Item M166.

Contract No. 115

AGREEMENT

made this nineteenth day of May in the year of Nineteen Hundred and Seventy Five.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and

Anthony Mechanical, Inc., Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for General Construction, Mechanical and Electrical for Air Conditioning for the Original Chemistry Building at Texas Tech University, Lubbock, Texas.

ARTICLE 3

ENGINEER

Fanning, Fanning & 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 in 200 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 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 Sixty-Six Thousand Dollars  
(\$266,000.00)

#### 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 per cent (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 per cent (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 per cent (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 this Agreement which are defined in the Conditions of the Contract shall have the Meanings designated in those Conditions.

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

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	3
Proposal	3
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Minimum Wage Scale	3
Uniform General Conditions	17
Supplementary General Conditions	19
Specifications, Divisions 1, 2, 3, 4, 6, 8, 9, 15 & 16	
Drawings Dated 4/14/75	
Architectural A-1 through A-4	
Mechanical ME-1, M-2 through M-7	
Electrical E-2 through E-5	
Addenda 1, 2 and 3	

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 \$204,000 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  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR  
ANTHONY MECHANICAL, INC.

By /s/ W. R. Anthony

ATTEST:

By /s/ Arthur E. Cronk

\* \* \* \* \*

Revcon Corporation - Renovation of Gaston Hall

10. f. Ratify the following Agreement with Revcon Corporation in the amount of \$166,518.00 for the purpose of renovating Gaston Hall for interim research facilities for Texas Tech University School of Medicine. Execution of this contract was authorized in the Board meeting of May 16, 1975, Item M167.

Contract No. 118

AGREEMENT

made this nineteenth day of May in the year of Nineteen Hundred and Seventy Five.

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, Chairman of the Board of Regents, the Owner, and Revcon Corporation, Lubbock, Texas, Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

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

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the General Construction, Plumbing, Heating, Ventilating, and Air Conditioning and Electrical Work as required for the Renovation of Gaston Hall for Interim Research Facilities, for Texas Tech University School of Medicine, Lubbock, Texas.

ARTICLE 3

ARCHITECTS

Stiles, Roberts, Messersmith & Johnson, 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 in 180 consecutive calendar days thereafter.

The Contractor further agrees to pay, as liquidated damages, the sum of \$140 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:

One Hundred Sixty Six Thousand Five  
Hundred Eighteen Dollars (\$166,518)

#### ARTICLE 6

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect 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 per cent (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 per cent (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 per cent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

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

#### ARTICLE 7

##### FINAL PAYMENT

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

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

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

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

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

	<u>Pages</u>
Table of Contents	2
Notice to Bidders	1
Information to Bidders	3
Proposal	2
Bid Bond (Form)	2
Power of Attorney	1
Agreement (Form)	4
Performance Bond (Form)	2
Payment Bond (Form)	2
Exemption Certificate	1
Wage Scale	1
Uniform General Conditions	18
Supplementary General Conditions	18
Specifications, Divisions 1, 2, 6, 7, 8, 9, 15, and 16	
Drawings Dated 4/28/75	
Architectural A-1 through A-6	
Mechanical M-1 through M-5	
Electrical E-1 through E-2	
Addenda 1 & 2	

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 \$100,000 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  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

CONTRACTOR  
REVCON CORPORATION

By /s/ W. C. Wardroup  
W. C. Wardroup, President

ATTEST:

By /s/ Paula Strahan  
Paula Strahan, Secretary

\* \* \* \* \*

Josten's/American Yearbook Company - La Ventana Publication

10. g. Ratify the following Agreement with Josten's/American Yearbook Company in the amount of \$36,230.00 for publishing 6,500 La Ventana yearbooks for the years 1976 and 1977. Execution of this Agreement was authorized in the Board meeting of May 16, 1975, Item M152.

Contract No. 116

AGREEMENT

made this nineteenth day of May in the year of Nineteen Hundred and Seventy Five

BETWEEN

The Board of Regents, Texas Tech University, Lubbock, Lubbock County, Texas, acting herein by and through Clint Formby, the Owner, and Josten's/American Yearbook Company, the Contractor.

The Owner and the Contractor agree as set forth below.

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Publications Proposal (Terms and Conditions, Mechanical and Material Requirements, Miscellaneous, and Quotation), and any Addenda issued prior to execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2

THE WORK

The Publisher shall furnish all labor, superintendence, materials, machinery, equipment and tools and shall perform all the preparations, typography, printing, and binding of the "LA VENTANA", according to all terms, conditions and specifications described in the Proposal form prepared by Texas Tech University; all in accordance with the Contract Documents.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this contract shall be commenced upon receipt of this contract and shall continue until completion of the publications for the years 1976 and 1977, based on a fall delivery of the book.

ARTICLE 4

CONTRACT SUM

4.1 For the materials and labor necessary for production of the completed yearbooks in accordance with the conditions and requirements set forth in this Contract, the University will pay the Contractor \$36,230.00 annually for 6,500 copies containing 500 pages, delivered onto the campus at Lubbock, Texas. This price is based on a fall delivery book.

4.2 The following features and services, not included in the basic quotation, shall be paid as follows:

Additional or less copies per copy. . . . . \$ 4.68

Additional or less pages, per 4 page signature. . . . . \$ 230.00

Additional or less pages, per 8 page signature. . . . . \$ 460.00

Additional or less pages, per 16 page signature . . . . . \$ 920.00

Additional 4-color process pages (over and above those included in base bid), first color transparency on 8-page printing flat: . . \$ 348.00

Additional 4-color process pages, each additional transparency on same flat as above: . . . . . \$ 58.00

Double-page spread of 4-color process from Type C color prints, with the Bidder trimming and mounting the prints in accordance with staff instructions, first-double-page spread on 8 page printing flat: . . . . . \$ 427.00

Each additional double-page spread of 4-color process from Type C color prints, on same printing flat as above . . . . . \$ 86.00

Spot color, first page on 8-page flat: . . . . . \$ 117.00

Spot color, each additional page on same flat: . . . . . \$ 10.00

Additional charges of special photo modifications:

posterization	\$ <u>10.00</u>	enlarged dot structure	\$ <u>10.00</u>
line conversion	\$ <u>10.00</u>	horizontal screen	\$ <u>10.00</u>
messotint	\$ <u>10.00</u>	vertical screen	\$ <u>10.00</u>
steel engravings	\$ <u>10.00</u>	circular line screen	\$ <u>10.00</u>
silhouetting	\$ <u>10.00</u>		

It is understood that there will be no charge for reverse printing, overburning, screening of background or screening of pictures with or without overprinting or reverse printing. In addition, there is no charge for morticing of heading, copy of pictures made into another picture. There will be no extra charge made for late copy submission. There will be one firm deadline for copy of May 25 with delivery on campus on August 25.

It is also understood that the University will not be responsible for any costs not shown above unless contractor gets University approval in advance in writing.

4.3 This contract does not guarantee that a book will be published or any specific sum spent. If the book is not published and no materials ordered or mechanical work performed there shall be no financial obligation toward the Contractor. If the book should be abandoned after production has begun, the Contractor shall be paid for the material ordered and actual work done up to that date. All billing should be in exact accordance with prices quoted in proposal. For any additional expenses or additional work not covered in proposal, the Contractor shall supply a written quotation upon request and no work shall be done until Contractor has received written authorization for such work. No overtime costs shall be approved or charged.

#### ARTICLE 5

##### FINAL ACCEPTANCE OF THE WORK AND FINAL PAYMENT

Final payment will be made in 30 days from date of receipt of final delivery and acceptance of the books each fall.

#### ARTICLE 6

##### MISCELLANEOUS PROVISIONS

No part of this work will be purchased from or transferred to another firm.

#### ARTICLE 7

##### TERMINATION

This Agreement may be terminated by either party by sixty days written notice.

This Agreement executed the day and year first written above.

OWNER  
BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

CONTRACTOR  
JOSTEN'S/AMERICAN YEARBOOK COMPANY

/s/ Clint Formby  
Clint Formby, Chairman

By /s/ Tom Brisson

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

\* \* \* \* \*

Southwestern Bell Telephone Company - Centrex II Service

10. h. Approve the following Contract with Southwestern Bell Telephone Company for Centrex II Service which was originally estimated to be available for the dormitories in late 1977 or 1978. However, because of technological breakthroughs in processor capability, this service can be available in July, 1976. Approval of this contract is recommended by Dr. Murray and Mr. Ells.

CONTRACT FOR SERVICE

THIS CONTRACT made this 30th day of June, 1975 between Southwestern Bell Telephone Company (Telephone Company) and Texas Tech University (Customer) as follows:

1. Southwestern Bell Telephone Company agrees to install telephone service consisting of Centrex II service with switching equipment located on Telephone Company premises (C.O.) equipped with Automatically Identified Outward Dialing (AIOD) to serve 4,000 dormitory stations at the following location: Main Campus at Texas Tech University.
2. Customer agrees to accept and pay for such service and equipment and for any additional service and equipment or modifications thereof as may later be agreed upon to be installed at the rates established in the tariffs of the Telephone Company and further agrees to the rules and regulations set forth in said tariffs and to any change in the rules, regulations, tariffs or rates for the service furnished hereunder.
3. This contract is effective on the date hereof and remains in effect for a period of 36 months following installation of the above-described service, and thereafter until terminated.
4. In the event this contract is terminated by action of Customer prior to the completion of installation of the equipment, facilities and services covered by this contract or additions to or modifications thereof, Customer agrees to pay to Telephone Company either the costs incurred by the Telephone Company in connection with the engineering, manufacturing or installing of said equipment, facilities or services as set forth in the tariffs of the Telephone Company less the estimated net salvage value, or the charges for the minimum period of the service ordered by the Customer as provided in the tariffs of the Telephone Company plus the full amount of any termination charges applicable. Such charges shall be billed by the Telephone Company to Customer and shall be paid within 30 days of receipt thereof.
5. In the event this contract is terminated by action of Customer within 36 months following the date of completion of installation of the equipment, facilities and services covered by this contract, Customer agrees to pay to Telephone Company an amount equal to \$464,700 reduced by 1/36 for each full month service is retained following date of completion of installation, with proportionate reductions for fractional portions of a month.



6. In the event that the use of only a portion of the equipment, facilities, or services covered by this contract is terminated by action of Customer within 36 months following the date of completion of installation thereof, Customer agrees to pay to Telephone Company an amount equal to the termination charges for that portion of the equipment, facilities, or service, the use of which is terminated, reduced by  $1/36$  for each full month service is retained following date of installation, with proportionate reductions for fractional portions of a month.
7. The destruction or partial destruction of Customer's premises by fire, flood, storm, or other acts of God shall not be considered as a termination of this contract by action of Customer. If, after such destruction, service covered by this agreement is re-established for Customer either at the same or another location in the same exchange, such interruption of continuous service shall not be considered as a break in the effective period of this contract. In the event the Customer elects not to have the service re-established this contract shall be considered to have been terminated by action of the Customer.
8. The terms and conditions of this contract are equally binding upon the parties named herein, their heirs, assigns and successors in interest.

SOUTHWESTERN BELL TELEPHONE COMPANY

TEXAS TECH UNIVERSITY

(Name of Customer)

By \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Title)

Telephone Number \_\_\_\_\_

In Service Date \_\_\_\_\_

Order Number \_\_\_\_\_

Communications  
Consultant \_\_\_\_\_

\*\*\*\*\*



Bowling Contract - Imperial Lanes

10. i. Ratify the following Agreement with Imperial Lanes for use of bowling facilities by Texas Tech students for the period August 19, 1975 through August 18, 1976.

TTU Contract No. 110

AGREEMENT

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

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

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

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

6. This contract shall become effective August 19, 1975, and shall expire on August 18, 1976. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Vendor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the 9th day of June, 1975.

ATTEST:

FOR THE VENDOR:  
IMPERIAL LANES

By /s/ Bob Wood

ATTEST:

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Freda Pierce  
Freda Pierce, Secretary

/s/ Clint Formby  
Clint Formby, Chairman

\* \* \* \* \*

Bowling Contract - Lubbock Bowling Club

10. j. Ratify the following Agreement with Lubbock Bowling Club for use of bowling facilities by Texas Tech students for the period August 19, 1975 through August 18, 1976.

TTU Contract No. 111

AGREEMENT

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

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

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

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

6. This contract shall become effective August 19, 1975, and shall expire on August 18, 1976. However, it may be extended from year to year thereafter, upon the agreement of both parties.
7. The University reserves the right to cancel this contract on thirty (30) days written notice if the Vendor fails to comply with any of the foregoing stipulations. The Contractor will return a prorata portion of the \$15.00 fee to the University so it may make an agreement with another contractor for the balance of the semester.
8. This contract is not transferable or assignable except upon written approval of the University.

IN WITNESS WHEREOF, the parties hereto have executed this contract at Lubbock, Texas, in duplicate, each of which shall be considered an original, by their duly appointed officers this the 25th day of April, 1975.

ATTEST:

/s/ Shirley Griggs

ATTEST:

/s/ Freda Pierce  
Freda Pierce, Secretary

FOR THE VENDOR  
LUBBOCK BOWLING CLUB

By /s/ Ben Brown

BOARD OF REGENTS  
TEXAS TECH UNIVERSITY

/s/ Clint Formby  
Clint Formby, Chairman

\* \* \* \* \*

Lubbock Transit Corporation - Campus Bus Service

10. k. Ratify the following Agreement with Lubbock Transit Corporation to furnish campus bus service for the period August 27, 1975 through August 21, 1976.

Contract No. 120

AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between LUBBOCK TRANSIT CORP., (hereinafter referred to as the "Company"), and THE BOARD OF REGENTS OF TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University").

W I T N E S S E T H:

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

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

WHEREAS, this Agreement embodies the intention and resolution of the above-named parties;

NOW, THEREFORE, WITNESSETH THIS AGREEMENT:

I.

Term

It is agreed and understood by and between the parties hereto that a University bus service utilizing approximately eight (8) buses will be provided by Company during a period beginning with August 27, 1975, and terminating on August 21, 1976, provided, however, that either Company or University may terminate said bus service upon Thirty (30) days written notice delivered to the other by registered mail.

II.

Bus Operations

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

- A. Company will furnish buses having a seating capacity (Manufacture rated) of not less than 33 with driver operated front and side doors. It is agreed that certain seats may be removed from said buses to facilitate the on and off necessary to accommodate the high volume of passenger turnover; except that all buses will provide seats for not less than 26 passengers. The Company will

provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods will be subject to continuous review, and the University will advise Company with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by Company within five (5) days after receipt of written notice from University. Initial service commencing on August 28, 1975, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of a route, or a new route, is necessary or desirable, Company shall make such change or extensions of a route or routes, or add a new route, upon University's request. The charges to be made by Company therefore shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, Company, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the Company.
- C. Buses shall stop to receive or discharge the passengers entitled to use, and using, bus service at such points as shall be agreed upon from time to time during said period, between Company and University, and University will identify the points at which stops will be made by said buses. Acceptable markers will be provided by the Company.
- D. Company will exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather or load conditions shall not be deemed to be a default hereunder.
- E. Company shall not collect fares from its passengers, but shall charge University for providing said bus service the sum of eight dollars and ninety cents (\$8.90) per hour for each bus used in said service. Company shall submit an invoice at the end of each month showing the amount due for service provided. Contemporaneously therewith, Company will present University with a billing at the close of operations on the last day of each month, such bills to be paid as promptly as possible in the usual course of University business. The Company will provide income and expense statement at the end of contract period. The total of this contract shall not exceed \$104,780.



III.

Supplemental Bus Service

In addition to the scheduled bus service over specified routes as provided for in Paragraph II hereinabove, Company shall furnish such other supplemental service, if equipment is available, for the transportation of special groups as may be designated by University. Such supplemental service shall be furnished by Company at any time during the hours from 7:00 a.m. to 11:30 p.m., upon receipt of three (3) days' written notice from University. Company will charge University for providing said supplemental service the sum of eight dollars and ninety cents (\$8.90) per hour, for a minimum of three hours, for each bus used in said service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph E of Paragraph II hereinabove, and subject to Paragraph II, Subparagraphs A and B.

IV.

Publicity

University will undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under this Agreement. The Company will provide appropriate time tables for convenience of students.

V.

Service Provided

A. Company will provide and use at all times buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and will also provide competent and duly licensed drivers by whom said buses shall be driven, and Company will assume full and complete responsibility of the condition of said buses and the qualifications and competence of their drivers, at all times, and University assumes no obligations whatsoever for either of the same.

B. Said bus service to be provided hereunder during said period shall not be open to use, or to be used, by the general public, but the use thereof shall be limited exclusively to University staff members, students, and such persons as may be designated by University as "Authorized Passengers"; provided, however, that nothing herein shall be construed to prohibit the use by the Company of such buses for purposes other than as set forth herein, when such buses are not needed by Company to carry out the terms hereof.

VI.

Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, Company shall act solely in the capacity of and as an independent contractor, and not as agent or employee of University, and University shall have no control over

Company's operations in connection with providing said service except as herein-above provided and University shall have no control or supervision whatever over the drivers of the buses used in said service who shall be employed by Company. Said drivers shall constitute Company's employees only, shall not constitute agents or employees of University, and shall be subject solely to Company's supervision and control.

VII.

Insurance and Risk

A. At all times during which Company shall provide the above mentioned bus service upon the above and foregoing terms and conditions, Company shall carry and keep in force, at Company's expense an insurance policy insuring both Company and University against liability for personal injuries or property damages arising out of the operation of said bus service, and covering each and all of the buses used by Company in that service, to the extent of at least \$100,000.00 for personal injury to any one person, \$300,000.00 for each occurrence, and \$50,000.00 for property damages sustained in any accident or occurrence arising out of the operation of such bus service. In that connection, Company shall furnish University a certificate of Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of University.

B. Company assumes the risk of, and University shall not be liable for, damage to any and all buses or other Company property used in the bus service operation, regardless of the cause thereof. The University shall be reimbursed by the Company for any damage or injury to University property arising out of or resulting from the said bus service operation, except that no such reimbursement shall be made for (1) damage to pavement by normal operations of buses, or (2) any damage or injury caused by acts or omissions over which Company, its employees, or agents had no control.

VIII.

Maintenance

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

IX.

Miscellaneous

A. It is further agreed that this Agreement is made solely for the benefit of University and Company, that it is not made for the benefit of any third person,



whether a staff member or student or University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.

B. In no event shall the Company be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the Company. In such eventuality the University shall have the right to procure appropriate transportation service from others during the period. If, for any reason beyond the control of the University, including but not limited to epidemics, student strikes or disorders, or severe weather conditions, the University should deem it necessary or expedient to suspend classes, the University may, upon twelve (12) hours notice to the Company, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the Company will not furnish buses or be paid for services until the resumption of service. The University shall, in such cases, notify the Company twelve (12) hours in advance of the time service is to be resumed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and behalf by their duly authorized officers and agents and their respective seals to be hereunto affixed, all as of the \_\_\_\_\_ day of August, A.D. 1975.

THE BOARD OF REGENTS OF  
TEXAS TECH UNIVERSITY

LUBBOCK TRANSIT CORPORATION

\_\_\_\_\_  
Clint Formby, Chairman

By \_\_\_\_\_

ATTEST:

ATTEST:

\*\*\*\*\*

10. Memorandum of Understanding - Veterans Administration Hospital, Fort Lyon, Colorado  
1. Ratify the following Memorandum of Understanding with the Veterans Administration Hospital, Fort Lyon, Colorado, for the education and training of students in the Psychology Program.

MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXAS TECH UNIVERSITY

AND

VETERANS ADMINISTRATION HOSPITAL, FORT LYON, CO.

This cooperative relationship between the Veterans Administration Hospital, Fort Lyon, Colorado, and the Texas Tech University, is agreed to for purposes of education and training for students in the Psychology Program. The Veterans Administration retains full responsibility for the care of patients, including all administrative and professional functions relating thereto. The Texas Tech University accepts advisory responsibility to insure that the clinical portion of the program(s) conducted at the Veterans Administration Hospital is consistent with the fulfillment of the student's academic requirements.

The Texas Tech University agrees:

1. To assume responsibility for the selection and recommendation of students for the learning experience.
2. To be responsible for the educational program of students assigned to the hospital.
3. To provide necessary assurance or evidence of acceptable health levels of assigned students.
4. To be responsible for the proper conduct of students during their tours of duty at the VA Hospital, as governed by the rules and regulations of the VA.
5. To the provision that it does not and will not discriminate against any employee or applicant for employment or registration in the course of study because of race, color, creed, sex, or national origin.

The Veterans Administration Hospital agrees:

1. To provide, insofar as possible, practicum instruction in clinical and/or counseling skills, and adequate equipment, facilities and work areas for the students during the agreed-to assignment period.
2. To provide necessary orientation to the hospital setting, administrative guides and procedures, and other media deemed essential to the conduct of the work experience.

3. To maintain administrative and professional supervision of students insofar as their presence affects the operation of the hospital and/or the direct or indirect care of patients.

Mutual Terms:

1. There will be close planning between the hospital and the School faculty members prior to the learning experience and continuous with it, including scheduling and work assignments.

2. Acceptable schedules and work assignments developed will not interfere with the primary mission of the hospital.

3. Instructors and hospital staff supervisors will evaluate performance in accordance with published curricula guidelines.

4. An annual review of programs and policies will be made.

5. The criteria contained in M-3, part II, will apply in carrying out the provisions of this agreement.

6. Either party may terminate this Memorandum of Understanding upon notice to the other six months in advance of the next training experience.

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

\_\_\_\_\_  
/s/ Glenn E. Barnett  
(Responsible Official of the  
Texas Tech University)

Date Signed: 7/7/75

\_\_\_\_\_  
/s/ J. L. G. Parsons  
J. L. G. Parsons, II  
Hospital Director, VAH Fort Lyon

\* \* \* \* \*

Interagency Cooperation Contract - Texas Rehabilitation Commission

10. m. Approve the following Interagency Cooperation Contract, No. IAC(74-75)-1678 with the Texas Rehabilitation Commission concerning the Rehabilitation Counselor Training Program.

Contract Number IAC(74-75)-1678  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Tech University

The Performing Agency: Texas Rehabilitation Commission

II. STATEMENT OF SERVICES TO BE PERFORMED:

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

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

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

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

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

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Eleven Thousand and No/100 (\$11,000) DOLLARS.

V. PAYMENT FOR SERVICES:

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

Payments for service performed shall be billed Monthly.

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

VI. TERM OF CONTRACT:

This Contract is to begin subject to Grant funds being available July 1, 1975, and shall terminate June 30, 1976 or upon 30 days written notice by either party (Term of Contract cannot transcend the biennium.)

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

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

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

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

RECEIVING AGENCY

Texas Tech University  
Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Executive Vice-President  
Title

Date: June 2, 1975

PERFORMING AGENCY

Texas Rehabilitation Commission  
Name of Agency

By: /s/ Jess W. Irwin, Jr.  
Authorized Signature

Commissioner  
Title

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

EXAMINED and APPROVED this the 9th day of June, A.D., 1975.

STATE BOARD OF CONTROL

By: /s/ A. L. Rankin  
Assistant Director, Centralized  
Services

\* \* \* \* \*

Interagency Cooperation Contract - Texas Youth Council - IAC (76-77)-0005

10. n. Approve the following Interagency Cooperation Contract with the Texas Youth Council (West Texas Childrens Home) for the services to be performed as described therein.

Contract Number IAC (76-77)-0005  
(Assigned by Board of Control)

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

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

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Youth Council (West Texas Childrens Home)

The Performing Agency: Texas Tech University

II. STATEMENT OF SERVICES TO BE PERFORMED:

Room, board, student activities and other normal services provided to students at Texas Tech University, Lubbock, Texas, during the 1975-76 school year. Provided, however, that room(s) in the dormitory will be provided only if such space is available at the time a duly approved application is made.

These students will be enrolled under the provisions of paragraph 54.202, High School Graduates of State Homes, of the Texas Education Code.

III. BASES FOR CALCULATING REIMBURSABLE COSTS:

Prevailing rates at Texas Tech University, Lubbock, Texas for all residents. Maximum to be \$1,500.00 per year per student for 1975-76 school year, excluding summer school.

IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: Three Thousand  
Dollars (\$3,000.00).

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would



normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed Lump sum by semester.

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

VI. TERM OF CONTRACT:

This Contract is to begin September 1, 1975, and shall terminate August 31, 1976 (Term of Contract cannot transcend the biennium.)

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

RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Article 5143d, V.A.C.S.

PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Chapter 109 of Texas Education Code.

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

RECEIVING AGENCY

Texas Youth Council (West Texas  
Childrens Home)

Name of Agency

By: /s/ Ray A. Stewart  
Authorized Signature

Assistant Director, Research  
Title

Date: April 28, 1975

PERFORMING AGENCY

Texas Tech University

Name of Agency

By: /s/ Glenn E. Barnett  
Authorized Signature

Dr. Glenn E. Barnett  
Executive Vice President  
Title

Date: April 30, 1975

EXAMINED and APPROVED this the 8th day of May, A.D., 1975.

STATE BOARD OF CONTROL

/s/ A. L. Rankin

\* \* \* \* \*



GIFTS AND GRANTS TO TEXAS TECH UNIVERSITY

11. a. Accept gifts and grants from private sources in the amount of \$558,035.46 received by Texas Tech University and the Texas Tech University Foundation through the Office of Development for the period of April 1, 1975 through June 30, 1975. The following recapitulation presents information related to 1) gifts and grants to Texas Tech University, 2) Gifts-in-Kind, and 3) gifts from the Red Raider Club for athletic scholarships.

1. Gifts and Grants to Texas Tech University:

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Total</u>
672	706	\$485,145.21

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

<u>Number of Donors</u>	<u>Number of Gifts</u>	<u>Valuation</u>
4	4	\$14,005.66

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

<u>Total</u>
\$58,884.59

TEXAS TECH UNIVERSITY

GIFTS AND GRANTS BY TYPE OF DONOR AND GEOGRAPHIC AREA

APRIL 1 - JUNE 30, 1975

	LUBBOCK		TEXAS		NATIONAL		TOTALS
TYPE	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO. AMOUNT
A. Individuals	325	\$ 25,081.84	140	\$ 19,800.50	114	\$ 15,716.00	579 \$ 60,598.34
B. Business and Industry	17	35,935.00	28	36,392.00	20	22,974.44	65 95,301.44
C. Foundations	2	1,005.00	5	250,700.00	18	10,895.00	25 262,600.00
D. Associations	26	51,139.00	3	6,771.80	7	3,595.00	36 61,505.80
E. Bequests	1	5,139.63	0	-0-	0	-0-	1 5,139.63
TOTALS	371	\$118,300.47	176	\$ 313,664.30	159	\$ 53,180.44	706 \$ 485,145.21
YR. TO DATE 9/1/74-6/30/75	1109	\$639,880.68	505	\$ 525,146.55	359	\$ 320,675.98	1973 \$1,485,703.21

Chevron Oil Company, Western Division Scholarship - Account No. 391-6421

11. b. Approve the establishment of the Chevron Oil Company, Western Division Scholarship, effective, September, 1975. The proposed Scholarship Bulletin description is given below:

Chevron Oil Company, Western Division Scholarship

Origin: Chevron Oil Company, Denver, Colorado

Eligibility: Petroleum Engineering major, U. S. Citizen, or holders of permanent immigration visas, selected on basis of academic achievement, extracurricular activities and citizenship.

Amount: One annual award of \$500.00

Information: Chairman, Department of Petroleum Engineering

A. W. Dalrymple Conservation Award - Account No. 691-0111

11. c. Approve the establishment of the A. W. Dalrymple Conservation Award to become effective spring, 1976, as described:

A. W. Dalrymple Conservation Award

Origin: Various Donors

Eligibility: To be decided by faculty committee appointed by the Dean of Agricultural Sciences

Amount: \$800.85; One award made annually.

Mr. and Mrs. R. C. Johnson, Jr., Scholarship Fund - Account No. 391-7157

11. d. Approve the establishment of the Mr. and Mrs. R. C. Johnson, Jr., Scholarship, effective, fall, 1975. The proposed Scholarship Bulletin description is given below:

Mr. and Mrs. R. C. Johnson, Jr., Scholarship Fund

Origin: Mr. and Mrs. R. C. Johnson, Jr.

Eligibility: Sophomore, Junior or Senior majoring in Business Administration, GPA 3.0 or higher, who demonstrate academic ability and other attributes contributing to successful study.

Amount: Two annual awards of \$500.00 each

Information: Scholarship Committee of the College of Business Administration

Gordon C. Lee Memorial Scholarship Fund - Account No. 391-7225

11. e. Approve the following revision of the Gordon C. Lee Memorial Scholarship as recorded in the Board meeting of March 23, 1973, Item 11.e:

Gordon C. Lee Memorial Scholarship Fund

Origin: Various donors

Eligibility: Junior, Senior or Graduate student majoring in Education, 3.75 minimum GPA; preference given to those applicants pursuing a teaching career in the humanities.

Amount: One annual award of \$350.00

Information: Dean and Scholarship Committee of College of Education

Samuel Hunt Lee Memorial Fund - Account No. 691-0179

11. f. Approve the establishment of the Samuel Hunt Lee Memorial Fund effective fall, 1976. The proposed Scholarship Bulletin description is given below:

Samuel Hunt Lee Memorial Fund

Origin: Various Donors

Eligibility: Second semester freshman Chemistry major, 3.4 minimum GPA

Amount: \$1,007.00; One annual award of \$50.00

Information: Undergraduate Scholarship Committee of Department of Chemistry

Museum Science Scholarship Fund - Account No. 391-7700

11. g. Approve the establishment of the Museum Science Scholarship Fund, effective, fall, 1975. The proposed Scholarship Bulletin description is given below:

Museum Science Scholarship Fund

Origin: Various donors

Eligibility: Graduate student, majoring in Museum Science, 3.0 GPA or higher, academic achievement and excellence is to be primary consideration, financial need may be considered, all other requirements being equal.

Amount: \$1,000.00 - Awards variable

Information: Chairman and faculty of Museum Science and Director, The Museum of Texas Tech University

Omega Chapter Scholarship - Account No. 691-0223

11. h. Approve the establishment of the Omega Chapter Scholarship effective fall, 1976. The proposed Scholarship Bulletin description is given below:

Omega Chapter Scholarship

Origin: Members and alumni of Phi Upsilon Omicron

Eligibility: Junior or Senior Home Economics Major, 3.0 Minimum GPA; member of Omega Chapter; leadership, character and sincerity of purpose.

Amount: \$1,645.00; one annual award of a variable amount

Information: Scholarship Committee of Omega Chapter of Phi Upsilon Omicron

Charles B. and Jeanne Qualia Memorial Scholarship - Account No. 391-7900

11. i. Approve the establishment of the Charles B. and Jeanne Qualia Memorial Scholarship effective fall, 1975. The proposed Scholarship Bulletin description is given below:

Charles B. and Jeanne Qualia Memorial Scholarship

Origin: Various Donors

Eligibility: Senior German major, 3.0 GPA or higher, who plans to make the teaching of German a profession

Amount: \$225.00; one annual award of \$225.00

Information: Chairman and Associate Chairman, Department of Germanic and Slavonic Languages

Jack Wiggins Memorial Scholarship - Account No. 391-8890

11. j. Approve the establishment of the Jack Wiggins Memorial Scholarship, effective fall, 1975. The proposed Scholarship Bulletin description is given below:

Jack Wiggins Memorial Scholarship

Origin: Mrs. Jack Wiggins, Hagerman, New Mexico, and friends

Eligibility: Junior or Senior majoring in Agricultural Engineering of high moral character, leadership ability, need, and minimum 2.75 GPA

Amount: \$1,500.00; Scholarship of \$100.00 annually.

Information: Scholarship Committee, Department of Agricultural Engineering

Tuition Scholarships - 1975 Fall Semester

11. k. Approve the payment of the following Tuition Scholarships of \$25.00 each for the 1975 Fall Semester to the students approved by the Chairman of the Scholarship Committee and in keeping with the general policy statement governing the granting of tuition scholarships.

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Tuition Scholarships, Section 31-C, Article 4,  
House Bill No. 2, Acts of the 61st Legislature

Zandra S. Akins 2218 - 16th, Apt. A Lubbock, Texas 79401	Karen D. Alley Route 1, Box 709 Leander, Texas 78641	Severo D. Alvarado 315 Aileen Plainview, Texas 79072
Pamela G. Ashcraft 2328 Greenhill Drive Mesquite, Texas 75149	Cynthia J. Beeman 4317 Birchman Fort Worth, Texas 76107	Byron R. Berry 1101 Rosedale Gainesville, Texas 76240
Pamela K. Bevers 213 East Drew Street Fort Worth, Texas 76110	Marquis E. Bixler 3507 - 30th Lubbock, Texas 79410	Byron A. Black 1712 Baltimore Richardson, Texas 75080
Gina M. Blont 1417 Oak Lea Irving, Texas 75061	Benny P. Brito 2422 Baylor Lubbock, Texas 79415	Elmer E. Brixey 218 North Emerald Crosbyton, Texas 79322
Karen J. Brooks 316 East Spring Henrietta, Texas 76365	Cynthia J. Camp 238 Cherryridge San Antonio, Texas 78213	Clarence A. Carrillo 119 Maurine Drive San Antonio, Texas 78223
Roger G. Clarkson Route 3, Box 59 Muleshoe, Texas 79347	Joy A. Coney 5541 Patton Drive Fort Worth, Texas 76112	Glenn R. Davis Route 1, Box 211-F Sinton, Texas 78387
Dolores R. De La Rosa 1043 North Commerce Brownwood, Texas 76801	Henry L. Delena 2902 - 3rd Place #B22 Lubbock, Texas 79415	Dennis J. Delisse 3414 B - 26th Lubbock, Texas 79410
Donna S. Denison 2522 Mensard Vernon, Texas 76384	Kenneth E. Dockins 383 SW 3rd Hamlin, Texas 79520	Sheryl E. Doyle 1922 - 5th St Lubbock, Texas 79401
Andre D. Dunham 4916 Leffingwell Houston, Texas 77026	Bonifacio Esquivel 3420 East Cornell Lubbock, Texas 79403	Hector M. Estrada 8356 Courtland El Paso, Texas 79907

Joy L. Faison  
607 Houston  
Sulphur Springs, Texas

Dennis R. Flores  
330 South Fifth  
Slaton, Texas 79364

Armando Gallardo  
8013 Parkland  
El Paso, Texas 79925

Sarah A. Gilbert  
17914 Moss Forest  
Houston, Texas 77090

Claire A. Gryder  
2313 - 61st  
Lubbock, Texas 79413

Tommy R. Harris  
Box 366  
O'Donnell, Texas 79351

Jackie B. Hoffman  
2215 - 49th  
Lubbock, Texas 79412

Ellen F. Hribek  
700 Hudgins  
Smithville, Texas 78957

Mary R. Hutyra  
126 North Main  
West, Texas 76691

Monica J. Kolar  
Route 2  
Hillsboro, Texas 76645

David C. Lopez  
2802 Ingersoll  
Dallas, Texas 75212

Cynthia Maddox  
Box 838  
Perryton, Texas 79070

Marla D. Mayfield  
1109 West Bedford  
Dimmitt, Texas 79027

Cindy M. Fare  
2309 Moore St.  
Abilene, Texas 79605

George S. Flores  
224 Viking Drive  
El Paso, Texas 79912

Roberta A. Gaston  
Box 282  
Earth, Texas 79031

Anita Ann Gonzalez  
3008 Millmar Drive  
Dallas, Texas 75228

Martha O. Hall  
1406 George  
Eagle Pass, Texas 78852

Cindy Haynie  
Route 1  
Munday, Texas 76371

Frances Hogan  
130 West Scotland Drive  
Irving, Texas 75062

Maggie L. Hudson  
824 Irving  
Hereford, Texas 79045

James P. Jones  
1103 West 3rd  
Quanah, Texas 79252

Danny R. Leake  
2621 Second Place  
Lubbock, Texas 79415

Lu Ann Lovell  
Route 4  
Floydada, Texas 79235

Gregory A. Martin  
505 East New Mexico  
Sweetwater, Texas 79556

Debbie J. McFarland  
3104 Jackson  
Amarillo, Texas 79109

Mary F. Fisher  
Box 126  
Anton, Texas 79313

Jack M. Gaillard  
804 Virginia Blvd.  
San Antonio, Texas 78203

Shelley Gaston  
Box 282  
Earth, Texas 79031

Pauline A. Graham  
2812 SW W White  
San Antonio, Texas 78222

Debra L. Ham  
706 Austin  
San Angelo, Texas 76901

Sonia S. Hernandez  
722 McCauley  
San Antonio, Texas 78221

Alice E. Holmes  
106 Elgin Avenue  
Levelland, Texas 79336

Robert M. Hughes  
805 South La Salle  
Amarillo, Texas 79106

Joseph C. Juroch  
3511 Imperial  
Midland, Texas 79701

Grace E. Lee  
301 West Eighth  
Del Rio, Texas 78840

Thomas J. Lovell  
Route 4  
Floydada, Texas 79235

Nancy R. Mason  
4311 Sycamore Park  
Lubbock, Texas 79403

Charles R. Melton  
Box 580  
Hurst, Texas 76053



Robert T. Moeller  
636 North Liberty  
New Braunfels, Texas

Manuel Moreno  
1001 Pinkerton  
Fabens, Texas 79838

Karen A. Nix  
730 Wildgrove  
Garland, Texas 75041

Catherine A. Paxson  
105 Ranchland Drive  
San Antonio, Texas 78213

Belinda K. Richards  
Box 575  
Knox City, Texas 79329

Kimberley M. Simpson  
8016 North Mesa  
El Paso, Texas 79932

Shirley J. Stubblefield  
926 Burger  
Abilene, Texas 79603

Jeana L. Thornton  
2923 Buffalo Gap Road  
Abilene, Texas 79605

Reynaldo Vargas  
3017 South 23rd  
McAllen, Texas 78501

Anthony T. Warner  
1408 East Houston  
Pasadena, Texas 77502

Laura L. Wilson  
4913 Boulder Lake  
Fort Worth, Texas 76103

Jimmy Estrada  
173 North San Ignacio  
San Antonio, Texas 78237

Kelly L. Moore  
1430 Oak Street  
Colorado City, Texas

Ana Maria Mota  
3619 Jefferson  
El Paso, Texas 79930

Regina Ann Nobles  
6300 Kingswood  
Fort Worth, Texas 76133

Sarah B. Puckett  
Route 3  
Floydada, Texas 79235

Connie W. Robinson  
2206 South Fifth  
Lamesa, Texas 79331

Robert M. Smith  
3715 - 40th  
Lubbock, Texas 79413

Gary J. Taylor  
#5 Seine Road  
San Angelo, Texas 76901

Michael G. Toombs  
Route 1, Box 6  
Fluvanna, Texas 79517

Caroline Vasquez  
2208 Ninth #B  
Lubbock, Texas 79416

Joseph F. West  
Route A  
Graham, Texas 76046

Richard C. Wilson  
2317 Main  
Lubbock, Texas 79401

Jana A. Moran  
2813 James Louis Drive  
Amarillo, Texas 79110

Rhonda K. Mullen  
6501 Poco Court  
Fort Worth, Texas 76133

Margaret H. Owen  
900 Park Place  
College Station, Texas 77890

William A. Ray  
414 North Bentwood  
Midland, Texas 79701

Janie Serna  
Route 2, Box 236  
Lubbock, Texas 79415

Robert D. Stack  
812 West Elaine  
Pasadena, Texas 77506

Connie S. Thomas  
Route 3  
Olton, Texas 79064

Cheri L. Townsend  
Box 111  
Rochester, Texas 79544

David J. Vasquez  
Route 1, Box 62  
Lubbock, Texas 79401

Alfred B. White  
3610 Creekmont  
Houston, Texas 77088

Wendy K. Wymer  
10119 Estacada Drive  
Dallas, Texas 75225

Other Authorizations, Approvals  
and Ratifications

Prior Year Unappropriated Balances - College and University Business Administration

12. a. Approve an appropriation of the following amount from the Prior Year Unappropriated Balances to the account indicated for the purpose stated. This transaction was approved by Dr. Murray and Mr. Ells.

<u>Account</u>	<u>Amount</u>	<u>Purpose</u>
191-1041	\$105,852.00	To comply with the Coordinating Board, Texas College and University System, directive to convert all of our accounting and financial reporting systems to those required under <u>College and University Business Administration (CUBA-'74)</u>

Change of Agency for Student Optional Term Life Insurance

12. b. Ratify the change of the Student Optional Term Life Insurance Program for 1975-76 from Eagle Life Insurance Company to Keystone Life Insurance Company with all coverage and premiums being the same. The Eagle Life Insurance Company has requested the transfer as the program is uneconomical without the Student Health and Accident Coverage. The Keystone Company is willing to write the same program at the same premiums since they have the Student Health and Accident program. This agency was approved in the Minutes of May 16, 1975, Item M154. Approval of this change is recommended by Dr. Murray and Mr. Ells.

Board Meeting Dates 1975-1976

12. c. Ratify the following Board meeting dates for the fiscal year 1975-1976.

October 17, 1975  
December 5, 1975  
February 6, 1976  
April 2, 1976  
May 7, 1976  
August 6, 1976

Student Services Fee Schedule 1975-1976

12. d. Approve the following Student Services Fee Schedule for 1975-1976.

STUDENT SERVICES FEE SCHEDULE

August 1975		
Credit Hours Enrolled	Required Fee	For Service Of
1	\$ 2.00	Campus Transportation System KTX-TFM <u>University Daily</u> Student I.D. System Student Senate
2	4.00	
3	6.00	(All of the above) Student Organizations University Counseling Service Recreational Services (Intramurals, Facilities)
4	8.00	
5	10.00	
6	12.00	
7	14.00	
8	16.00	
9	18.00	(All of the above) Cultural Events University Theatre Productions Music Theatre Productions Texas Tech Chorus Texas Tech Symphony Orchestra
10	20.00	
11	22.00	
12 or more	24.00	(All of the above) Texas Tech Band Women's Intercollegiate Athletics Men's Intercollegiate Athletics

Official Publications - Code of Student Affairs 1975-76

12. e. Approve the Code of Student Affairs 1975-76 published as Vol. LI, July, 1975, No. 7 as an official bulletin of the University. A copy of the Code has been mailed to all Board members.

Holiday Schedule 1975-76

12. f. Approve the Schedule of Holidays as listed below for the 1975-76 fiscal year.

TEXAS TECH UNIVERSITY  
Lubbock, Texas

Holiday Schedule for the 1975-76 Fiscal Year

1. State Legal Holidays which are observed by Texas Tech University on the regular Holidays:

Labor Day	Monday	September 1, 1975
Thanksgiving Day	Thursday	November 27, 1975
Christmas Day	Thursday	December 25, 1975
New Year's Day	Thursday	January 1, 1976
Memorial Day	Monday	May 31, 1976

2. In lieu of other State Legal Holidays which are not observed by Texas Tech University:\*

The Wednesday afternoon preceding Thanksgiving Day	November 26, 1975
The Friday following Thanksgiving Day	November 28, 1975
The Wednesday preceding Christmas Day	December 24, 1975
The Friday following Christmas Day	December 26, 1975
The Monday preceding New Year's Day	December 29, 1975
The Tuesday preceding New Year's Day	December 30, 1975
The Wednesday preceding New Year's Day	December 31, 1975
The Friday following New Year's Day	January 2, 1976
The Monday of Spring Break	March 22, 1976
The Tuesday of Spring Break	March 23, 1976
The Friday afternoon preceding Memorial Day	May 28, 1976

Administrative Offices specifically designated by the President will remain open on a partial staff basis on Friday, November 28, 1975; during the Christmas - New Year's Holiday, December 24, 1975 - January 2, 1976; and during the Spring Vacation, March 22-23, 1976.

An Employee who is required to work and who does work on any of the designated holidays shall be entitled to compensating time off to be taken on such day as may be mutually agreed upon by the employee and his supervisor.

\* Article V, Section 6c, Senate Bill 52, Sixty-Fourth Legislature, 1975, authorizes the governing boards of the various educational institutions to adjust the actual observance of holidays so as to permit efficient academic schedules.

Traffic and Parking Regulations - 1975-1976

12. g. Ratify the following Traffic and Parking Regulations for the year 1975-1976.

TEXAS TECH UNIVERSITY COMPLEX

Traffic and Parking Regulations

1975-1976

Academic Year

I. Introduction

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

II. General Regulations

- A. The University makes every effort to provide protection to vehicles parked on campus but cannot assume the responsibility for any loss.
- B. The person to whom a vehicle is registered with the University maintains non-transferable parking privileges and is responsible for all violations of the parking rules.
- C. Pedestrians will be given the right-of-way at all times.
- D. The maximum speed limit on campus streets is 20 miles-per-hour, unless otherwise posted. The parking lot speed limit is 10 miles-per-hour.
- E. The campus is defined as all lands owned by the University within the City of Lubbock, Texas.

- F. Any vehicle in violation of the regulations and not having a valid Texas Tech University permit, and not having arranged with the Traffic and Parking Counselor to park on campus in lieu of such permit, will be issued a City of Lubbock citation.
- G. The following regulations apply to all University faculty, staff and students, as well as others who have registered their vehicles on campus.

### III. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, an operator must obtain a vehicle registration permit. Operation of a vehicle without a permit is a violation of the Code of Student Affairs and University policy.
- B. Students are required to register motor vehicles to be operated on campus at the time they register for school or at the time they commence operating a vehicle on campus.
- C. Faculty and staff shall register their vehicles on or before the date they commence operating a vehicle on campus.
- D. Any person giving false information, or failing to complete the vehicle registration form, is subject to appropriate disciplinary action.
- E. Parking permits must be permanently affixed to the front windshield above or adjacent to the Texas Inspection Sticker.
- F. Replacement permits will be issued when remnants of, or proof of loss or destruction of, the permit is given. A fee of \$0.50 will be charged for each replacement permit.
- G. Reserved parking space holders may obtain a total of two permits for their reserved spaces at no charge. Additional permits will be \$0.50 each. These permits do not allow for more than one vehicle on campus during the reserved period.

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

- A. Reserved permits are issued to full-time faculty and staff, part-time faculty, teaching assistants, research assistants, and part-time staff not enrolled as students. All persons eligible for reserved parking are encouraged to form car pools. Up to six permits will be issued to car pool participants for the same parking space. Parking of vehicles with car pool permits is restricted to the reserved space assigned. Car pool participants will have priority for any space not reserved by the original owner on or before August 1, 1975. Any reserved permits remaining after car pool selection will be assigned on a first come, first serve basis. Nine-month parking permits are not issued to staff members holding twelve-month appointments.
1. The permit will contain the lot and space number assigned to the registrant. The space is reserved from 7:00 a.m. to 5:30 p.m., Monday through Friday. During the summer sessions, hours are 7:00 a.m. to 3:00 p.m.
  2. In certain designated reserved lots, a limited area is reserved 24 hours, Monday through Friday, for use of the permit holders of that reserved lot only. Residence hall staff parking is reserved 24 hours daily.
  3. R-18 (Physical Plant) parking is available to registered vehicles on a first come, first serve basis.
- B. Residence hall permits will be issued to the residents for their vehicles only. The permit is valid for the designated residence hall lot only. Permits will be issued for the capacity of the lot. Individuals with vehicles which cannot be accommodated in the residence hall lots will be issued commuter permits until space becomes available.



C. Commuter permits will be issued for vehicles belonging to students not residing in on-campus residence halls.

1. Parking is available in three paved University lots.
2. When not in use, for programs and events, the City-owned Coliseum-Auditorium lot will be available.

D. Persons with physical handicaps will be issued parking permits to enable them to park in areas designated for the handicapped. Lack of space necessitates restriction of permits to those most seriously handicapped.

1. Handicapped persons requiring special parking must receive verification of their handicap from the University Health Center.
2. Handicap areas are reserved from 7:00 a.m. to 9:00 p.m., Monday through Friday.

E. Motorcycle permits will be issued to allow parking in designated two-wheel areas. Permits must be permanently attached to the top of the front headlight, fender or shock absorbers.

F. Temporary permits will be issued for a maximum period of four weeks per semester for each individual who has previously registered a vehicle with the University. The cost will be a minimum of \$0.50 per week for residence parking and \$ 1.00 per week for reserved parking.

G. Summer school permits will be issued to students attending one or both sessions. Students may utilize residence hall parking not in use during the summer sessions.

V. Motorcycles, Motorbikes and Bicycles

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

- B. Motorcycles and motorbikes must be parked in designated areas for parking of such vehicles (see map).
- C. Bicycles should be parked in racks whenever available. Use of shrubs and trees to secure bicycles may result in said bicycles being impounded by the University Police Department at owner's expense.

VI. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. Street parking is prohibited except where signs indicate parking is permitted. A valid parking space is defined as an area designated on three sides by yellow lines and/or posts, curbs or other types of barriers.
- B. The following illegal parking acts may cause a citation to be issued:
  - 1. Parking in non-designated area
  - 2. Parking permit not properly installed
  - 3. Parking permit on vehicle other than authorized
  - 4. Falsifying, reproducing, or altering of parking permit
  - 5. Parking in No Parking Zone
  - 6. Parking in service or access drives to lots
  - 7. Unauthorized parking in reserved lots
  - 8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container and building entrance or exit.
  - 9. Parking overtime
  - 10. Parking in a striped zone
  - 11. Parking a vehicle with any part thereof extending across a yellow line
  - 12. Parking in 24 Hour Reserved Zones without proper permit

13. Parking on wrong side of street facing on-coming traffic
14. Parking by a fire plug
15. Parking in a Tow-Away Zone
16. Other parking violations as defined on the face of the citation.

C. Moving Violations

1. All violations as set forth in Articles 801 et. sq. Texas Penal Code and Article 6701d, V.A.C.S. of the State of Texas in the Official Texas Motor Vehicle Laws Booklet (to be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas).
2. All violations as set forth in ordinances enacted by the City of Lubbock, Texas (to be adjudicated in Municipal Court, 10th Street and Avenue J, Lubbock, Texas).
3. It shall be unlawful for any person to drive, operate, push, park or leave standing a motor vehicle on any area of the campus not designated for driving such a motor vehicle.
4. It shall be unlawful for any person to drive by, through or beyond a barricade or a road block on the campus that is lawfully erected.

VII. Resolving Citations

- A. Persons who have registered their vehicles on campus shall have three courses to follow when a citation has been issued:
1. To pay a \$5.00 reinstatement fee for each citation.
  2. To surrender the parking permit and lose all privileges of parking on the campus for a period of 30 days for each citation.
  3. To appeal the citation in writing, within 48 hours of the alleged violation, to the Traffic and Parking Counselor

(Saturday and Sunday are not part of the 48 hours period).

- a. The Traffic and Parking Counselor shall forward the appeal to the Parking Violations Appeals Committee when in his judgement the violation is valid.
  - b. No personal appearances before the Parking Violations Appeals Committee will be permitted.
- B. After a period of 30 days from the date of issuance of the citation or from date of final determination of an appealed citation, citations not resolved in the Traffic and Parking Counselor's Office will be changed to Court Appearance citations. Upon issuance of the Court Appearance citation, the University citation will be cancelled. Such Court Appearance citations will be processed in the appropriate court as provided by law.
- C. Six valid citations of the Traffic and Parking Regulations within the academic year shall result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of 90 days, the individual's parking privileges are restored, a single valid violation of the Regulations will result in permanent revocation for the academic year.
1. All reinstatement fees must be paid before any parking privileges are restored.
  2. The revocation date shall commence with the date of the sixth valid citation.

VIII. Visitor and Time Limit

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

1. A visitor is defined as an individual with no official connection with Texas Tech University as a student, faculty or staff member but who has official business with the University.

2. Visitors parked in areas not designated for visitor parking are subject to receiving a City of Lubbock citation and being towed and impounded at the owner's expense.

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

1. Internal campus time limit zones are for the use of visitors, faculty and staff only.

2. Residence hall time limit zones are for the use of students and visitors.

IX. Texas Tech Bookstore

Time limit parking is available for Texas Tech Bookstore patrons.

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

Parking is limited to 30 minutes.

X. Towing and/or Impounding Vehicles

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

1. Illegally parking in a reserved space.

2. Obstructing a street or access road to any building or parking lot.
  3. Parking on the turf, sidewalk and non-designated parking areas.
  4. Parking in a designated handicap zone without a handicap parking permit.
  5. Abandoning vehicles on the University campus.
  6. Parking in violation of the Traffic and Parking Regulations.
  7. Parking permit on vehicle other than authorized.
  8. Parking overtime in excess of one hour in a time limit zone.
- B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact the University Police for release.
1. The normal towing fee is \$10.00, in addition to the citation cost.
  2. Vehicles towed and impounded will be charged storage at the rate of \$0.50 per day commencing 72 hours after impoundment. The maximum storage fee to be charged is \$15.00 per month.
- C. If a motor vehicle or bicycle is parked on University property and is not moved for a period of 30 days, the University may deem the same to be abandoned. Abandoned motor vehicles or bicycles may be impounded and disposed of in the same manner as such vehicles are disposed of by the City of Lubbock.

#### XI. Parking Fees, Refunds

##### A. Parking Fees

###### 1. Faculty-Staff Reserved Parking Fees

- a. August 25, 1975 - August 21, 1976 . . . . . \$30.00
- b. August 25, 1975 - May 15, 1976 . . . . . 22.50
- c. January - May 15, 1976 . . . . . 11.25

- d. June - August 21, 1976 ..... \$ 7.50
- 2. R-18 Physical Plant Parking
  - a. August 25, 1975 - August 21, 1976..... 11.25
- 3. Commuter Parking Fees
  - a. Commuter Lots C-1,2,3,4
    - August 25, 1975 - May 15, 1976 ..... \$11.25
    - January - May 15, 1976 ..... 5.65
    - Summer School June - August 21, 1976..... 3.75
  - b. East Stadium Lot
    - August 25, 1975 - May 15, 1976..... 6.25
- 4. Two-Wheeled Vehicle Fees
  - a. August 25, 1975 - May 15, 1976 ..... \$ 3.75
  - b. January - May 15, 1976 ..... 1.85
  - c. Summer School June - August 21, 1976 ..... 1.25
- 5. Residence Hall Parking Fees
  - a. August 25, 1975 - May 15, 1976 ..... \$16.85
  - b. January - May 15, 1976 ..... 8.45
  - c. Summer School June - August 21, 1976 ..... 3.75

B. Refund Schedule

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

<u>Dates Through</u>	<u>Faculty-Staff Reserved</u>		<u>Commuter</u>	<u>Residence Hall</u>	<u>R-18</u>	<u>Two- Wheel</u>
	<u>12 Months</u>	<u>9 Months</u>				
August 31	\$27.50	\$20.00	\$10.00	\$15.00	\$10.30	\$3.30
September 30	25.00	17.50	8.75	13.15	9.35	2.80
October 31	22.50	15.00	7.50	11.25	8.45	2.35

<u>Dates Through</u>	<u>Faculty-Staff Reserved</u>		<u>Commuter</u>	<u>Residence Hall</u>	<u>R-18</u>	<u>Two- Wheel</u>
	<u>12 Months</u>	<u>9 Months</u>				
November 30	\$20.00	\$12.50	\$6.25	\$9.40	\$7.50	\$1.85
December 31	17.50	10.00	5.00	7.50	6.55	1.50
January 31	15.00	7.50	3.75	5.65	5.60	1.10
February 29	12.50	5.00	2.50	3.80	4.70	.75
March 31	10.00	2.50	1.25	1.90	3.75	.40
April 30	7.50	- 0 -	- 0 -	- 0 -	2.80	- 0 -
May 31	5.00	- 0 -	- 0 -	- 0 -	1.85	- 0 -
June 30	2.50	- 0 -	- 0 -	- 0 -	.90	- 0 -
July 31	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -

Summer School Sessions

June 30	\$5.00	\$2.50	\$2.50	\$ .90	\$ .85
July 15	2.50	1.25	1.25	- 0 -	.45
July 31	- 0 -	- 0 -	- 0 -	- 0 -	- 0 -

XII. University Police Department

- A. Senate Bill 162, 60th Legislature, 1967, of which Section 2 is quoted in part: "Each governing board of the State institution of higher education of this State is hereby authorized to promulgate rules and regulations for the safety and welfare of students, employees and property and such other rules and regulations as it may deem necessary to carry out the provisions of this Act and the governance of the respective institutions, providing for the operating and parking of vehicles upon the grounds, streets, drive and alleys or any other institutional property under its control".
- B. All University Police Officers are duly commissioned peace officers



of the State of Texas. Upon request of an officer of the University Police Department, any person on the campus is required to identify himself with the proper identification.

- C. All thefts, accidents or other offenses that occur on campus should be reported to the University Police Department immediately. Accident reports should be made prior to moving the involved vehicles. One-vehicle accidents must also be reported. Keys or valuables should not be left in a vehicle. ALWAYS KEEP YOUR VEHICLE LOCKED.

THESE TRAFFIC AND PARKING REGULATIONS ARE SUBJECT TO REVISION.

Leaves of Absence

12. h. Approve leave of absence without pay for Dr. Richard F. Barton, Professor of Business Administration, for the academic year 1975-76. This is to permit him to serve as a Visiting Professor at San Diego State University for the fall and spring semesters. At San Diego he will be developing the business policy area to meet accrediting standards of the AACSB. In this process, certain innovations will be tried which will provide a development basis for improving Texas Tech's business policy area upon his return. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Dr. Craig C. Black, Director of The Museum, from July 8, 1975 to July 8, 1977 in order that he may serve as the Director of the Carnegie Museum of Natural History. Approval of this leave is recommended by Dr. Murray.

Approve an extension of leave of absence without pay for Mr. Robert P. Davidow, Professor at the School of Law, for the academic year September 1, 1975 through May 31, 1976. He has accepted the position of Visiting Senior Lecturer at Queen's University of Belfast. While there he will be able to work on the comparative law aspects of his doctoral research. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Dr. James E. Jonish, Associate Professor of Economics, for the 1975-76 academic year. He has been invited to go to Dartmouth College as a Visiting Professor, which move he feels will be beneficial to the University as well as his own academic career. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve an extension of the leave of absence without pay for Dr. Clarence Kincaid, Horn Professor of Art, to include the spring semester, 1976. Several developments regarding anticipated areas/directions of his own art production have occurred recently, which prompt his request. Approval of this leave request is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Mr. Clive J. Kinghorn, Assistant Professor of Mass Communications, from July 12, 1975 to September 1, 1976. This leave time is requested for the purpose of working toward the doctoral degree, and approval is recommended by Dr. Barnett and Dr. Johnson.

Approve an additional year's extension of leave of absence without pay for Ms. Leona Kocher, Instructor in the Department of Clothing and Textiles. The purpose of this request is for a continuation of the study for a doctoral degree. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Approve leave of absence without pay for Dr. V. P. Luchsinger, Professor of Business Administration, for one year beginning July 1, 1975. The purpose of this leave request is to accept an invitation for the Bernard Baruch professorial chair in the Department of Command and Management at the Army War College. Approval of this leave is recommended by Dr. Murray and Dr. Johnson.

Approve an extension of the leave of absence without pay for Mrs. Virginia E. Roberts, Assistant Professor of Mathematics, for the calendar year 1975-76. This will permit her to continue procedure recommended by her physician. Approval of this leave is recommended by Dr. Barnett and Dr. Johnson.

Out of Country Leaves

12. i. Approve leave for Dr. Norwood Andrews, Jr., Professor and Chairman of Classical and Romance Languages, from 4:00 a.m. June 18, 1975 to 4:00 a.m. June 29, 1975, to go to San Luis Potosi, Mexico to visit the field course. This visit is for the principal purpose of exploring, as Department Chairman, with the Director and Co-Director of the program, on location, ways and means of increasing graduate enrollment. (Estimated cost \$275.00, Account No. 191-4030)

Approve leave for Dr. Robert J. Baker, Professor of Biological Sciences and The Museum, from 7:00 a.m. May 15, 1975 to 11:00 p.m. June 5, 1975, to go to El Salvador, Honduras and Nicaragua, to collect research animals for original research on the evolution, chromosomal banding studies and systematics. The data will result in publications in major scientist journals and in thesis and dissertations for Tech students. Three students will also be on the trip doing work relative to their individual research courses. The unique animals to be studied only occur in tropical America making it necessary to go there to conduct research and collect specimens. The research data obtained will reflect favorably on The Museum of Texas Tech University. (Estimated cost \$193.00, Account No. 191-2570, Intra-United States only; \$350.00, Account No. 398-0377)

Approve leave for Mr. John Henry Baumgardner, Professor of Animal Science, from 6:00 p.m. May 6, 1975 to 11:00 p.m. May 31, 1975, to go to Nova Sad Livestock Research Institute in Yugoslavia to present a paper; conclude agreement with Minister of Agriculture, Poland, on the establishment of model feedlot in Poland; and as consultant for U.S. Feed Grain Council in Yugoslavia, Poland, U.S.S.R. and Italy. This is in performance of duties of position held. Contacts made and information gained will benefit teaching and research projects at Texas Tech University. (No expense)

Approve leave for Dr. W. F. Bennett, Associate Dean of Agricultural Sciences, from 11:30 p.m. April 29, 1975 to 12 Midnight May 26, 1975, to go to Niger, Senegal and Mali in West Africa as part of a team on behalf of the Consortium for International Development (of which Texas Tech is a member). The Consortium is cooperating with the U.S. Agency for International Development on a joint program to fund and provide personnel to support several projects under consideration by AID. Purpose of the trip is to determine the feasibility of the projects and whether this University should participate in providing personnel to man the projects and also to obtain information on possible educational and research programs in which the College of Agricultural Sciences may participate. All activities performed as part of his duties as Associate Dean of the College of Agricultural Sciences. (No expense)

Approve leave for Dr. Anson R. Bertrand, Dean of the College of Agricultural Sciences, from 3:00 p.m. April 27, 1975 to 3:30 p.m. April 30, 1975, to go to Durango, Mexico to meet with persons from the Instituto Tecnológico Agropecuario to discuss cooperative proposed research. Contacts made and information gained will benefit Texas Tech University and the College of Agricultural Sciences in the areas of teaching, research and public relations. (Estimated cost \$213.92, Account No. 191-8300)

Approve leave for Mr. Roberto Bravo-Villarroel, Assistant Professor of Classical and Romance Languages, from 6:00 a.m. June 2, 1975, to 11:00 p.m. July 10, 1975, to go to San Luis Potosi, Mexico, to plan, organize and direct the annual Mexico Field Course Program. This course offered in Mexico strengthens the graduate and undergraduate programs in Spanish because it gives our students direct contact with the language and culture of Latin America. (Estimated cost \$750.00, Account No. 191-2125)

Approve leave for Mrs. Helen C. Brittin, Assistant Professor of Food and Nutrition, from 8:00 a.m. July 31, 1975 to 10:00 p.m. August 21, 1975, to go to Kyoto, Japan to participate in the X International Congress of Nutrition. She will present results of original research to the Congress. She will also obtain new ideas for teaching and research and sources of possible funding for research. (Estimated cost \$188.00, Account No. 191-2570, Intra-United States only)

Approve leave for Dr. Delford C. Carter, Associate Dean of the Graduate School, from 7:00 a.m. May 15, 1975 to 11:00 p.m. June 21, 1975, to go to Zagreb, Yugoslavia, via New York, to conduct research on Yugoslav Islands under project funded by the Smithsonian Institution, and the Yugoslav government. Expenses will be borne by the Smithsonian Institution and the Yugoslav government. Return to New York City June 16, and leave that day for Missoula, Montana, to attend the annual meeting of the American Society of Mammalogists through June 21. He is chairman of the Grants-in-Aid Committee for the Society. Information gained at these meetings will be used in research and teaching at Texas Tech University. (Estimated cost \$498.00, Intra-United States only, Account No. 191-2860)

Approve a revision in the leave of Dr. Orlo E. Childs, University Professor, which leave was approved in the May 16, 1975 Minutes, Page 57. His return date has been changed from June 13 to June 9, and estimated cost was revised from \$1,084.33 to \$1,200.00.

Approve leave for Dr. K. Das Gupta, Professor of Physics, from 8:00 a.m. August 20, 1975 to 8:00 p.m. September 22, 1975, to go to Rostov, USSR, Paris, France, and Calcutta, India. He has been invited to the XI All-Union Conference on X-Ray Spectroscopy in Rostov, USSR. In recent years, he has reported the existence of a new radiation process which he desires to discuss with theoretical x-ray physicists and Professor Blokhin. He also plans to visit with Professor Andre Guinier's laboratory in Paris, who took interest in his work of Raman lines in x-rays. He will also give lectures on band structure of solids at the India Institute of Technology, Kharagpur, India. The research program at Texas Tech will benefit by Das Gupta's visiting these laboratories of the world. (Estimated cost \$465.00, Account No. 391-3682; \$500.00, Account No. 191-2240)

Approve leave for Mr. Raymond A. DeCarlo, Research Assistant in Electrical Engineering, from 11:00 a.m. August 10, 1975 to 8:00 p.m. August 15, 1975, to go to Montreal, Quebec, Canada. His purpose for going is to attend two conferences and present a paper at each. (Estimated cost \$344.32, Account No. 191-2570; \$255.68, Account No. 191-5402)

Approve leave for Dr. Philip A. Dennis, Assistant Professor of Anthropology, from 8:00 a.m. May 29, 1975 to 11:59 p.m. August 1, 1975 to go to Oaxaca, Mexico to conduct the annual summer program for the Department of Anthropology. His presence there will be of benefit to the Department, the students in the program, and to Texas Tech University. (Estimated cost \$500.00, Account No. 191-2104)

Approve leave for Ms. Patricia G. Dolan, Research Assistant at the Graduate School, from 7:00 a.m. May 13, 1975 to 11:00 p.m. August 18, 1975, to go to Zagreb, Yugoslavia, via New York, to conduct research on Yugoslav Islands under project funded by the Smithsonian Institution and the Yugoslav government. Expenses will be borne by the Smithsonian and the Yugoslav government. (No expense)

Approve leave for Mrs. Sherrell B. Foree, Instructor in Food and Nutrition, from 8:00 a.m. July 31, 1975 to 10:00 p.m. August 21, 1975, to go to Kyoto, Japan to attend the X International Congress of Nutrition and present an original research paper. Attending the Congress will aid her in securing research ideas to implement future research proposal development for the department and college. (No expense)

Approve blanket leave for Mr. Arthur N. Glick, Assistant Professor of Park Administration, Landscape Architecture and Horticulture, from 8:00 a.m. June 2, 1975 to 11:59 p.m. August 2, 1975, to go to Fairbanks, Alaska to the Bureau of Land Management Forty Mile Resource Area to conduct field studies as required in Bureau of Land Management Research Contract. He will be traveling in private automobile in lieu of round trip airfare from Lubbock to Fairbanks, Alaska. (Estimated cost \$1,419.63, Account No. 391-3184)

Approve leave for Mr. Ira F. Greenbaum, Research Assistant in The Museum, from 4:00 a.m. May 8, 1975 to 12:00 p.m. June 15, 1975, to go to Latin America (El Salvador, Honduras and Nicaragua) to collect scientific specimens to be used for original research on the evolution, chromosomal banding studies and systematics. The unique animals to be studied only occur in tropical America, making it necessary to go there to conduct research and collect specimens. All research data obtained from these specimens will result in publications in major scientist journals and in Ph.D. theses and dissertations, and will reflect favorably on The Museum of Texas Tech University. (Estimated cost \$400.00, Account No. 398-0120)

Approve leave for Mr. John C. Hafner, Research Assistant in The Museum, from 7:00 a.m. June 15, 1975 to 11:00 p.m. August 3, 1975, to go to Zagreb, Yugoslavia, via New York, to conduct research on Yugoslav Islands under project funded by the Smithsonian Institution and the Yugoslav government. Expenses will be borne by the Smithsonian and the Yugoslav government. (No expense)

Approve leave for Mrs. Margarette Harden, Assistant Professor of Food and Nutrition, from 9:00 a.m. July 21, 1975 to 11:30 p.m. August 14, 1975, to go to Kyoto, Japan to attend the X International Congress of Nutrition. She will present a paper and attend various sessions at which time she will obtain new ideas for use in teaching and research. (Estimated cost \$400.00, Account No. 391-3501)

Approve leave for Dr. Frederick H. Hartmann, Visiting University Professor, from 8:00 a.m. June 23, 1975 to 7:30 p.m. June 27, 1975, to travel to Mexico City to discuss with officials in the Mexican Defense Department national security research, and to visit some of the port cities to conduct research in the field. (Estimated cost \$406.00, Account No. 191-2758)



Approve leave for Mrs. Jacqueline A. Homan, Research Assistant in Biological Sciences, from 7:00 a.m. June 19, 1975 to 11:30 p.m. August 22, 1975, to travel to Costa Rica to participate in the tropical parasitology program of the Organization for Tropical Studies and to collect research materials for several projects currently underway in the Texas Tech University Complex. (Estimated cost \$231.48, Account No. 191-2570; Intra-United States Only)

Approve leave for Dr. Clyde E. Kelsey, Jr., Vice President for Development, from 12:00 Noon April 27, 1975 to 3:00 p.m. April 30, 1975 to go to Durango, Mexico for the purposes of visiting with officials of the Agricultural Institute and to initiate Texas Tech's agricultural research and demonstration projects in Durango. (Estimated cost \$160.00, Account No. 191-1510)

Approve leave for Dr. M. Kristiansen, Professor of Electrical Engineering, from 7:00 a.m. July 2, 1975 to 11:30 p.m. August 22, 1975, to go to Oslo, Norway and give a lecture at the University of Oslo; also to do research and study at the Max-Planck-Institut für Plasma physik at Garching near Munich, Germany; and to attend the Gordon Conference in Boston on Laser Interaction with matter and discuss research topics directly related to work under grant. (Estimated cost \$300.00, Account No. 391-3015)

Approve leave for Mrs. Clara M. McPherson, Associate Professor of Food and Nutrition, from 8:00 a.m. July 31, 1975 to 10:00 p.m. August 21, 1975, to go to Kyoto, Japan to attend the X International Congress on Nutrition. She will present a paper and visit with other nutritionists and scientists to discuss her field of research. She will also visit universities and research laboratories in Japan and Taiwan. (Estimated cost \$188.00, Account No. 191-2570, Intra-United States only)

Approve leave for Mr. Tony Mollhagen, Laboratory Technician in Biological Sciences, from 7:00 a.m. June 19, 1975 to 11:30 p.m. August 22, 1975, to travel to Costa Rica to participate in the tropical parasitology program of the Organization for Tropical Studies, and to collect research materials for several projects currently underway in the Texas Tech University Complex. (Estimated cost \$231.48, Account No. 191-2570; Intra-United States Only)

Approve leave for Dr. David K. Northington, Assistant Professor of Biological Sciences and The Museum, from 9:00 a.m. July 12, 1975 to 11:00 p.m. August 3, 1975, to go to Reading, England, to accept an invitation to participate in the International Symposium on the Biology and Chemistry of the Compositae. He will also spend some time studying at the Kew Gardens and British Museum. Upon his return to the United States, he will spend some time at the New York Botanic Garden and in Washington, D. C. at the U. S. National Herbarium and National Science Foundation offices. (Estimated cost \$241.28, Account No. 191-4001, Intra-United States Only; \$250.00, Account No. 391-1150; \$500.00, Account No. 391-1695; \$350.00, Account No. 398-0120)

Approve a revision of the leave for Dr. John C. Owens, Associate Professor of Entomology, to reflect a correction in the funding from \$682.00 Account No. 391-1695 to \$230.00 Account No. 191-2570 and \$452.00 Account No. 391-1695. Funds from 191-2570 are for Intra-United States travel only. The original of this leave was approved on May 16, 1975, Page 59.

Approve leave for Mr. Shi-Yen Shiau, Research Assistant in Food and Nutrition, from 11:00 a.m. July 2, 1975 to 11:30 p.m. August 12, 1975, to go to Kyoto, Japan to attend the X International Congress on Nutrition and present a research paper. He will also visit various research laboratories in Taiwan and Japan concerning the research activities related to sorghum. (Estimated cost \$200.00, Account No. 391-3427)

Approve a revision in the leave for Dr. Henry J. Shine, Horn Professor of Chemistry, to add the amount of \$250.00 from Account No. 391-1110 to his approved leave. The original of this leave was approved in the Minutes of May 16, 1975, Page 60.

Approve leave for Ms. Fannie Smith, Part-time Instructor of Biological Sciences, from 8:00 a.m. June 12, 1975 to 8:00 a.m. August 12, 1975, to go to Ontario, Canada to present a seminar and to remain as an observer-consultant to research activities in progress. She will be able to learn the current techniques which are being employed at one of the foremost laboratories in the country in her field of research. (Estimated cost \$500.00, Account No. 191-2570)

Approve leave for Dr. Jack D. Steele, Dean of the College of Business Administration, from 6:00 a.m. October 11, 1975 to 12:00 Midnight October 24, 1975, to go to Sao Paulo, Brazil to meet with representatives of the Development Program to Brazilian Executives in his capacity as President. (No expense)

Approve leave for Dr. Lorum H. Stratton, Associate Professor of Classical and Romance Languages, from 6:00 a.m. June 2, 1975 to 11:00 p.m. July 10, 1975, to go to San Luis Potosi, Mexico, to plan, organize and direct the annual Mexico Field Course Program. This course offered in Mexico strengthens the graduate and undergraduate programs in Spanish because it gives our students direct contact with the language and culture of Latin America. (Estimated cost \$750.00, Account No. 191-2125)

Approve leave for Mr. Walter W. Walthall, Research Assistant at The Museum, from 4:00 a.m. May 8, 1975 to 12:00 p.m. June 15, 1975, to go to Latin America (El Salvador, Nicaragua and Honduras) to collect scientific specimens to be used for original research on the evolution, chromosomal banding studies and systematics. The unique animals to be studied only occur in tropical America, making it necessary to go there to conduct research and collect specimens. All research data obtained from these specimens will result in publications in major scientific journals and in Ph.D. theses and dissertations, and will reflect favorably on The Museum of Texas Tech University. (Estimated cost \$400.00, Account No. 398-0120)

Approve leave for Joseph Wiexlmann, Visiting Assistant Professor of English, from 8:00 a.m. May 12, 1975 to 5:00 p.m. July 1, 1975, to go to Toronto, Canada to obtain information about the Canadian editions of John Barth's work. Such research is expected of him as a faculty member. (Estimated cost \$782.22, Account No. 191-4377)

Approve leave for Dr. Doyle Z. Williams, Professor in the College of Business Administration, from 1:00 p.m. May 1, 1975 to 4:30 p.m. May 4, 1975, to go to Guadalajara, Mexico to attend an executive committee meeting of the



Texas Society of CPA's, of which he is a Vice Presidential nominee. This meeting will benefit the faculty in their teaching and training in the College of Business Administration. (Estimated cost \$400.00, Account No. 391-1310)

Approve leave for Dr. Doyle Z. Williams, Professor of Business Administration, from 9:00 a.m. June 2, 1975 to 1:00 p.m. June 4, 1975, to go to Edmonton, Canada to give a speech at the annual meeting of the Canadian Association of Administrative Sciences. (No expense)

Approve leave for Mr. Roy L. Wilson, Research Assistant in Agronomy, from 3:00 p.m. April 27, 1975 to 3:30 p.m. April 30, 1975, to go to Durango, Mexico to discuss proposed cooperative research there. Contacts made will be beneficial to the College of Agricultural Sciences. (Estimated cost \$140.00, Account No. 191-8300)

Approve leave for Mr. Terry Yates, Research Assistant at The Museum, from 4:00 a.m. May 8, 1975 to 12:00 p.m. June 15, 1975, to go to Latin America (El Salvador, Honduras and Nicaragua) to collect scientific specimens to be used for original research on the evolution, chromosomal banding studies and systematics. The unique animals to be studied only occur in tropical America, making it necessary to go there to conduct research and collect specimens. All research data obtained from these specimens will result in publications in major scientist journals and in Ph.D. theses and dissertations, and will reflect favorably on The Museum of Texas Tech University. (Estimated cost \$400.00, Account No. 398-0120)

Approve leave for Dr. Frank B. Conselman, Director of ICASALS, from 1:00 p.m. September 19, 1975 to 11:30 p.m. September 29, 1975, to go to Cambridge, England to participate in a conference on Desertification of International Geographical Union Working Group. Information gained at this conference will be in keeping with his duties as director of ICASALS, and as Professor of Geosciences. (Estimated cost \$1,250.00, Account No. 191-8130)