

TEXAS TECH UNIVERSITY  
LUBBOCK, TEXAS  
MINUTES OF BOARD OF REGENTS MEETING  
1981 - 1982  
VOLUME I

MINUTES OF  
BOARD OF REGENTS MEETING  
March 12, 1982

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

Minutes

Board of Regents Meeting  
March 12, 1982

M105. The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center met in regular session at 8:30 a.m., Friday, March 12, 1982, in the Board of Regents suite on campus. The following Regents were present: Mr. J. Fred Bucy, Chairman, Mr. James L. Snyder, Vice Chairman, Mr. John E. Birdwell, Mr. Clint Formby, Mr. Rex Fuller, Mr. Roy K. Furr, Dr. Nathan C. Galloway, M.D., Mr. Joe Pevehouse, and Mrs. Anne Phillips. University officials and staff present were: Dr. Lauro F. Cavazos, President; Dr. Eugene E. Payne, Vice President for Finance and Administration; Dr. John R. Darling, Vice President, Dr. Len Ainsworth and Dr. Jerry D. Ramsey, Associate Vice Presidents, Academic Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Dr. J. Knox Jones, Jr., Vice President for Research and Graduate Studies; Dr. Marilyn Phelan, General Counsel; Mr. Bill J. Parsley, Director, Mr. Mike Sanders, Assistant Director, Office of Public Affairs; Mrs. Bea Zeeck, Director, University News and Publications; Mr. W. B. Harris, Interim Director, Development and University Relations; Mr. Robert Bray, Director, Office of Planning; Dr. Sam Richards, Vice President, Health Sciences Center; Mr. Fred J. Wehmeyer, Associate Vice President, Administrative Services; Mr. Walter A. Brown, Director, Office of New Construction; Mr. Max C. Tomlinson, Assistant Vice President for Business Affairs, Health Sciences Center; Mr. Clyde J. Morganti, Assistant to the President, Mrs. Sharon Nelson, Executive Secretary, and Mrs. Peggy Scott, Office of the President; Mrs. Freda Pierce, Secretary of the Board; Mr. Clyde Westbrook, Assistant Vice President, Budget and Fiscal Operations; Ms. Peggy Nodurft, Director, Health Sciences Center News and Publications; Dr. J. Ted Hartman, Interim Dean, School of Medicine; Dr. John R. Bradford, Dean, and Dr. Jimmy H. Smith, Associate Dean, Engineering; Dr. Harold Luce, Chairperson, Music Department; and Dr. Harvey Joanning, Assistant Professor, Home and Family Life Department.

Others present were: Dr. B. H. Newcomb, Faculty Senate; Mr. Mark Henderson, President, Student Association; Ms. Susan Corbett, University Daily; Mr. Pat Graves, Lubbock Avalanche-Journal; Ms. Susan Watson, KLBK-TV; Mr. Dave Walker, KCBD-TV and KKAM Radio; and Mr. Kyle Meenan, KAMC-TV.

M106. Chairman Bucy called the meeting to order, and asked Mr. Bob Bray to give the invocation. Mr. Bucy then read the following statement: "The Board of Regents of Texas Tech University and Texas Tech University Health Sciences Center now having been duly convened in open session, and Statutory notice of these meetings of the Board of Regents having been duly given to the Secretary of State, I, as Chairman of the Board of Regents, hereby publicly announce Executive Sessions of the Board to be held in compliance with Article 6252-17 Texas Civil Statutes, and these Executive Sessions are specifically authorized by Section 2 - Paragraphs E, F, and G, of the Statute." The Board reconvened in open session

at 10:40 a.m. with Texas Tech University Health Sciences Center recessed until the conclusion of the present session. It was necessary for Mr. Furr to leave the meeting at this point.

M107. Mr. Fuller reported for the Public Affairs, Development and University Relations Committee. At his request, Dr. Cavazos made a brief statement reaffirming our desire of a formula basis for allocation of funds.

M108. Mrs. Phillips reported for the Academic and Student Affairs Committee. The following nine items (M109 through M117) constitute action taken upon committee recommendation.

M109. Upon motion made by Mrs. Phillips, seconded by Mr. Snyder, the following was approved: RESOLVED, that the Board of Regents grants tenure to the faculty of Texas Tech University whose names appear on the attached list, effective this date; Attachment No. M1.

M110. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents approves the changes in academic rank as indicated on the attached roster, effective with the beginning of the fall semester, 1982; Attachment No. M2.

M111. Mrs. Phillips made the following statement: "The Board has awarded honorary degrees to some individuals, however, as a matter of courtesy, we wish to contact the recipients before making the names public. A public announcement will be made as soon as possible."

M112. Upon motion made by Mrs. Phillips, seconded by Mr. Snyder, the following was approved: RESOLVED, that the Board of Regents takes official notice of the attached Statement of Full Disclosure of All Foreign Connections by John R. Darling, Vice President for Academic Affairs, Texas Tech University; Attachment No. M3.

M113. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions regarding leaves of absence for the individuals named on the attached list; Attachment No. M4.

M114. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions regarding the 1982 Summer Teaching Development Assignments; Attachment No. M5.

M115. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions regarding the conferral of degrees upon all candidates who have completed requirements for degrees since the last official commencement. These are to be certified by the faculty, by the deans of the various colleges and schools, and by the registrar, for the degree as indicated by the official printed program for May 14, 1982.



M116. Upon motion made by Mrs. Phillips, seconded by Dr. Galloway, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions regarding the redesignation of the Crosbyton Solar Project as the Crosbyton Solar Energy Research Center of Texas Tech University.

M117. Mrs. Phillips commented that the committee had heard Achievement Reports and Planning Statements from the College of Home Economics and the College of Engineering on the day before the Board meeting, and that both were extremely well done, and very informative.

M118. Mr. Birdwell reported for the Finance Committee. The following nine items (M119 through M127) constitute action taken upon committee recommendation.

M119. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the Board by unanimous vote approved the following: RESOLVED, that the Board of Regents of Texas Tech University approves the new policy for reimbursement of travel expenses paid from gift and grant funds as attached; Attachment No. M6.

M120. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents authorizes the President and Chief Executive Officer to employ a group insurance consultant to prepare plans, specifications and receive bids for a comprehensive group medical, basic term life insurance program, and term life insurance program for the faculty and staff of Texas Tech University.

M121. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the attached Traffic and Parking Rules and Regulations for Texas Tech University for the 1982-83 fiscal year be approved; Attachment No. M7.

M122. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University approves the budget adjustments as attached; Attachment No. M8.

M123. Upon motion made by Mr. Birdwell, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University authorizes the change of the name of the Student Use Fee to the Building Use Fee; AND FURTHER RESOLVED, that the Board of Regents of Texas Tech University approves increasing the Building Use Fee to be collected from each student from Five Dollars and Fifty Cents (\$5.50) to Six Dollars (\$6.00) per semester credit hour registered, effective for the fall semester, 1982, except those exempted from payment by university policy or state law.

M124. Upon motion made by Mr. Birdwell, seconded by Mr. Snyder, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University finds and determines that provision of space, facilities and equipment to the following organizations is authorized because they support the educational undertakings of Texas Tech University and thereby serve a public purpose:

West Texas Museum Association  
Ranching Heritage Association  
Ex-Students Association

Dads Association  
Texas Tech University Foundation  
Texas Tech Medical Foundation  
Texas Tech University Federal Credit Union

AND FURTHER RESOLVED, that the Board of Regents of Texas Tech University approves the new policy on use of space and facilities as attached; Attachment No. M9.

M125. Upon motion made by Mr. Birdwell, seconded by Mr. Snyder, the following was unanimously approved: RESOLVED, that the Board of Regents of Texas Tech University approves the assessment of a \$15 fee to any student who is permitted to register after the regularly scheduled registration and approves the assessment of a \$15 fee to any student who is permitted to pay fees after the regularly scheduled fee payment period.

M126. Upon motion made by Mr. Birdwell, seconded by Mr. Pevehouse, the following was approved: RESOLVED, that the Board of Regents of Texas Tech University ratifies the following administrative actions:

1. To authorize transfers, by wire or other means, of funds between University depositories: Employee who may authorize, Jay Lindsey, Director of Investments, effective March 12, 1982, through August 31, 1982, or until such time as he is separated from the University or assigned another responsibility.
2. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds to Charlene Rucker, Accountant II, and Florence Bennett, Accountant I, effective March 12, 1982, through August 31, 1982, or until such time as they are separated from the University or assigned another responsibility.

M127. Mr. Birdwell made the following statement: "The University has been working hard on investments management over the last several months. The Finance Committee has been involved in this work and receives regular reports. I felt it was a good idea to inform the full Board of the work in this area, so I have asked Dr. Payne, Vice President for Finance and Administration, to provide an oral report on investments management." Dr. Payne came forward and gave a very positive report on his reorganization of investing funds, and the efforts being made for improvement of money management.

M128. Mr. Pevehouse reported for the Campus and Building Committee. The following seven items (M129 through M135) constitute action taken upon committee recommendation.

M129. Upon motion made by Mr. Pevehouse, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the President and Chief Executive Officer is authorized to proceed to remove and receive bids to relocate the metal buildings located east of the Texas Tech University Health Sciences Center which house Range and Wildlife Management, Agronomy and Horticulture, to Erskine Street and Memphis Avenue.

M130. Upon motion made by Mr. Pevehouse, seconded by Mr. Birdwell, the following was approved: RESOLVED, that authorization is given the President and Chief Executive Officer to proceed with the planning and the establishment of a maximum total project budget for additions to the Feedmill and Feedlot, construction of a

Headquarters Building and improvements to the Sewage and Site Drainage at the Texas Tech University Agricultural Field Laboratories - Lubbock County subject to the established policies for Board of Regents approval for implementation of a University construction project.

M131. Upon motion made by Mr. Pevehouse, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the contract documents for improvements to the kitchen, serving and dining facilities in the University Center are approved and authority is given to receive bids and award a construction contract provided the award is approved by the Chairman of the Campus and Building Committee and the contract amount does not exceed \$300,000.

M132. Upon motion made by Mr. Pevehouse, seconded by Mr. Formby, the following was approved: RESOLVED, that the bid of Jerry Galey Construction, Inc., in the amount of \$65,419 for the renovation of the bathrooms in the north wing of Gordon Residence Hall is accepted and the President and Chief Executive Officer is authorized to duly execute a contract.

M133. Upon motion made by Mr. Pevehouse, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the contract documents are approved and authority is given to receive bids for the alterations to the Men's Gymnasium for Health, Physical Education, and Recreation Department.

M134. Upon motion made by Mr. Pevehouse, seconded by Mr. Birdwell, the following was approved: RESOLVED, that the contract documents are approved and authorization is given to receive bids for the modifications of heating, ventilation and air conditioning systems in the Library Building.

M135. Upon motion made by Mr. Pevehouse, seconded by Dr. Galloway, the following was approved: RESOLVED, that authorization is given the President and Chief Executive Officer to proceed with planning and the appointment of the engineering firm of Fanning, Fanning and Agnew to provide professional assistance to develop plans and specifications and provide supervision for the modifications of heating, ventilation and air conditioning in: Agricultural Engineering/Animal Sciences/Goddard Range and Wildlife Management/Meats Laboratory/Agricultural Sciences; Textile Engineering/Civil and Mechanical Engineering/Industrial Engineering; Music/Speech-Psychology/Foreign Languages; Journalism/English/Holden Hall; Drane Hall/Law School; Men's Gymnasium/Women's Gymnasium/McClellan Hall/Agricultural Pavilion/Physical Plant.

M136. Dr. Galloway reported for the Committee of the Whole. Upon motion made by Dr. Galloway, seconded by Mr. Birdwell, the following was unanimously approved: RESOLVED, that the position of Director of Development be redesignated Vice President for Development.

M137. Dr. Cavazos reported on spring enrollment figures and the fall 1982 applications up to this point. He further explained the activities in process for student recruitment. He also stated that the reorganization of the College of Arts and Sciences is under study, and that a report would be coming to the Board in subsequent meetings.

M138. President Cavazos gave a comprehensive report on the development of goals for the university, along with a timetable of the general plan for development of the goals.

M139. Dr. Cavazos announced the appointment of Dr. John R. Bradford as Vice President for Development, effective immediately, and named Dr. Jimmy H. Smith as Interim Dean of the College of Engineering until a permanent dean could be appointed.

M140. Upon motion made by Dr. Galloway, seconded by Mr. Fuller, the Board approved the Minutes of the meeting of January 29, 1982.

M141. Mr. Bucy announced that on May 14 the committee meetings would be held during the morning, the Board meeting in the afternoon, and commencement services that evening. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

FP:ad

Attachments (March 12, 1982)

- M1. Faculty Granted Tenure; Item M109.
- M2. Faculty Changes in Academic Rank; Item M110.
- M3. Statement of Full Disclosure of All Foreign Connections; Item M112.
- M4. Leaves of Absences; Item M113.
- M5. 1982 Summer Teaching Development Assignments; Item M114.
- M6. Policy Regarding Travel Expenses Paid from Gift and Grant Funds; Item M119.
- M7. Traffic and Parking Rules and Regulations for 1982-83; Item M121.
- M8. Budget Adjustments; Item M122.
- M9. Policy Re Use of University Space and Facilities; Item M124.

I, Freda Pierce, the duly appointed and qualified Secretary of the Board of Regents, hereby certify that the above and foregoing is a true and correct copy of the minutes of Texas Tech University Board of Regents meeting on March 12, 1982.

(Mrs.) Freda Pierce, Secretary

SEAL

March 12, 1982.

Faculty Granted Tenure

Effective March 12, 1982

Name

Rank

COLLEGE OF AGRICULTURAL SCIENCES

Department of Animal Science

Heird, James C. Assistant Professor

COLLEGE OF ARTS AND SCIENCES

Department of Biological Sciences

Francke, Oscar F. Assistant Professor\*

Department of Classical and Romance Languages

Wood, Diane S. Assistant Professor\*

Department of Germanic and Slavic Languages

McClain, Meredith Assistant Professor\*

Department of Music

Bogle, James G. Assistant Professor\*  
Lehrman, Phillip Alan Associate Professor

Department of Physics

Myles, Charles W. Assistant Professor\*

Department of Sociology

Morrissey, Marietta Assistant Professor\*

COLLEGE OF BUSINESS ADMINISTRATION

Area of Finance

Koch, Timothy Wallace Assistant Professor\*  
Peterson, Richard L. Professor  
Upton, David E. Associate Professor

Area of Information Systems and Quantitative Sciences

Courtney, James F., Jr. Associate Professor

Area of Management

Macy, Barry A. Associate Professor

\*Also for promotion.

COLLEGE OF EDUCATION

Area of Curriculum and Instruction Specializations

Candler, Ann C.

Assistant Professor\*

COLLEGE OF ENGINEERING

Department of Electrical Engineering

Krile, Thomas F.  
Schoenbach, Karl H.

Associate Professor  
Assistant Professor\*

COLLEGE OF HOME ECONOMICS

Department of Home and Family Life

Fischer, Judith L.  
Joanning, Harvey H.

Associate Professor  
Assistant Professor\*

SCHOOL OF LAW

Baker, Thomas Eugene

Assistant Professor\*

\*Also for promotion.



Changes in Academic Rank

Effective September 1, 1982

<u>Name</u>	<u>Current Rank</u>	<u>Proposed Rank</u>
<u>COLLEGE OF ARTS AND SCIENCES</u>		
<u>Department of Art</u>		
1. Hanna, James Walter	Assist Prof.	Assoc. Prof.
<u>Department of Biological Sciences</u>		
2. Francke, Oscar F.	Assist. Prof.	Assoc. Prof.
<u>Department of Classical and Romance Languages</u>		
3. Wood, Diane S.	Assist. Prof.	Assoc. Prof.
<u>Department of English</u>		
4. Rude, Donald W.	Assoc. Prof.	Professor
5. Sullivan, Ernest W., II	Assoc. Prof.	Professor
<u>Department of Germanic and Slavic Languages</u>		
6. Goebel, Ulrich	Assoc. Prof.	Professor
7. McClain, Meredith	Assist. Prof.	Assoc. Prof.
<u>Department of Music</u>		
8. Bogle, James G.	Assist. Prof.	Assoc. Prof.
9. Payne, Henry David III	Assist. Prof.	Assoc. Prof.
10. Wilson, Jane Ann	Assist. Prof.	Assoc. Prof.
<u>Department of Physics</u>		
11. Myles, Charles W.	Assist. Prof.	Assoc. Prof.
<u>Department of Political Science</u>		
12. Cochran, Clarke Edward	Assoc. Prof.	Professor
<u>Department of Sociology</u>		
13. Morrissey, Marietta	Assist. Prof.	Assoc. Prof.
14. Peek, Charles W.	Assoc. Prof.	Professor
<u>Department of Speech Communication</u>		
15. McLaughlin, Margaret L.	Assoc. Prof.	Professor

Department of Theatre Arts

- |                        |              |           |
|------------------------|--------------|-----------|
| 16. Weaver, Richard A. | Assoc. Prof. | Professor |
|------------------------|--------------|-----------|

COLLEGE OF BUSINESS ADMINISTRATION

Area of Accounting

- |                        |              |           |
|------------------------|--------------|-----------|
| 17. Koester, Robert J. | Assoc. Prof. | Professor |
|------------------------|--------------|-----------|

Area of Finance

- |                           |               |              |
|---------------------------|---------------|--------------|
| 18. Koch, Timothy Wallace | Assist. Prof. | Assoc. Prof. |
|---------------------------|---------------|--------------|

Area of Marketing

- |                      |              |           |
|----------------------|--------------|-----------|
| 19. Wilcox, James B. | Assoc. Prof. | Professor |
|----------------------|--------------|-----------|

COLLEGE OF EDUCATION

Area of Curriculum and Instruction Specializations

- |                     |               |              |
|---------------------|---------------|--------------|
| 20. Candler, Ann C. | Assist. Prof. | Assoc. Prof. |
|---------------------|---------------|--------------|

Area of Early Childhood/Elementary Education

- |                         |              |           |
|-------------------------|--------------|-----------|
| 21. Simmons, Barbara J. | Assoc. Prof. | Professor |
|-------------------------|--------------|-----------|

Area of Educational Psychology

- |                    |              |           |
|--------------------|--------------|-----------|
| 22. Dixon, Paul N. | Assoc. Prof. | Professor |
| 23. Willis, Jerry  | Assoc. Prof. | Professor |

COLLEGE OF ENGINEERING

Division of Architecture

- |                     |            |               |
|---------------------|------------|---------------|
| 24. Perl, Robert D. | Instructor | Assist. Prof. |
|---------------------|------------|---------------|

Department of Electrical Engineering

- |                          |               |              |
|--------------------------|---------------|--------------|
| 25. Gundersen, Martin A. | Assoc. Prof.  | Professor    |
| 26. Schoenbach, Karl H.  | Assist. Prof. | Assoc. Prof. |

Department of Mechanical Engineering

- |                          |              |           |
|--------------------------|--------------|-----------|
| 27. Strickland, James H. | Assoc. Prof. | Professor |
|--------------------------|--------------|-----------|

COLLEGE OF HOME ECONOMICS

Department of Family Management, Housing and Consumer Science

- |                     |              |           |
|---------------------|--------------|-----------|
| 28. McKown, Cora F. | Assoc. Prof. | Professor |
|---------------------|--------------|-----------|



Department of Home and Family Life

29. Joanning, Harvey H.	Assist. Prof.	Assoc. Prof.
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SCHOOL OF LAW

30. Baker, Thomas Eugene	Assist. Prof.	Assoc. Prof.
31. Wood, Robert Edward	Assoc. Prof.	Professor

STATEMENT OF FULL DISCLOSURE OF ALL FOREIGN CONNECTIONS

Inasmuch as I, John R. Darling, Jr., serve as a Representative of a Foreign Interest, as that term is defined in paragraph 3bw of the Department of Defense Industrial Security Manual for Safeguarding Classified Information, I hereby explain and fully disclose my foreign connections:

Skopbank, Helsinki, Finland. Skopbank is one of the largest banks in the country of Finland with branches located in most of the towns and cities. As far as I know, the bank is a publicly held corporation with the principal owners being Finnish. My relationship with Skopbank is twofold: (1) provide advice to the clients of the bank with regard to their foreign marketing strategies, with particular reference to U.S. markets; (2) periodically visit Finland and conduct seminars on management and marketing strategies focusing primarily on various issues involved with foreign trade. The approximate percentage of my time devoted to Skopbank interests is 5 percent.

I hereby state that I am Vice President for Academic Affairs of Texas Tech University and that I will not disclose classified information to any unauthorized individual or group of individuals, foreign or domestic, including but not limited to those with whom I am associated by virtue of my foreign connections as described above, regardless of my official, business, or personal association therewith.

This statement is submitted by me in compliance with paragraph 20k of the Department of Defense Industrial Security Manual for Safeguarding Classified Information.

/s/ John R. Darling, Jr.

February 11, 1982

Date

Leaves of Absence

Approve leave of absence without pay for Mr. James W. Bowers, Associate Professor in the School of Law, for the period September 1, 1982, through August 31, 1983. Approval of this leave request will enable Professor Bowers to accept an appointment as a Visiting Associate Professor of Law at Louisiana State University Law Center in Baton Rouge. This experience will be of professional benefit to Professor Bowers and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. David A. Howe, Associate Professor in the Department of Physics, for the period January 15, 1982, through January 15, 1983. Approval of this leave request will enable Professor Howe to teach at King Abdul Aziz University in Jeddah, Saudi Arabia, at their invitation. This experience will be of professional benefit to Dr. Howe, and of subsequent benefit to Texas Tech University.

Approve leave of absence without pay for Dr. R. L. Simowitz, Assistant Professor in the Department of Political Science, from September 1, 1982, through January 15, 1983. Dr. Simowitz has been offered a scholar-in-residence appointment at the Institute of Latin American Studies at the University of Texas in Austin. This experience will be of professional benefit to Dr. Simowitz, and of subsequent benefit to Texas Tech University.

1982 Summer Teaching Development Assignments

Approve teaching development assignment for Dr. Richard Emil Peterson, Department of Geosciences/Atmospheric Science, for the purpose of broadening the contents of the atmospheric science laboratory manual to include modern applications of satellite pictures to weather analysis and forecasting; in addition, classroom materials using actual satellite pictures and films will be developed. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. Warren K. Wray, Department of Civil Engineering for the purpose of developing the soil mechanics portion of the course, Construction Engineering Technology (CET) 3301 and to develop a quality lecture-laboratory text that directly supports the requirements of this course since there is no textbook acceptable for this unique course which is offered at Texas Tech University. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. George Q. Flynn, Professor, Department of History to attend the 1982 Newberry Summer Institute in quantitative history to obtain training in such areas as statistical data analysis, research design, historical demography, computer methods and microcomputers. Information gained will be incorporated into both graduate methodology and undergraduate training for students in the "new" social and political history. Approval is recommended by Dr. John Darling.

Approve teaching development assignment for Professor Lynwood Kreneck and Professor Terry Morrow, Department of Art for the purpose of researching and developing the process of metal plate lithography. This is a team effort. Results will be implemented into undergraduate and graduate classes in the metal plate lithograph printing process. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. Orlan E. Thomas, Associate Professor in the Department of Music, to prepare demonstration outlines and have orchestral excerpts and other musical examples professionally recorded to demonstrate each aspect of an instrument's technique, including the combination of instruments in both parallel and mixed timbres to demonstrate the capabilities of the instruments as their individual properties and idiosyncrasies are presented and discussed in class. These recordings will be used in the Music Theory course MTh 427. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. Judson Maynard, Department of Music. The purpose is for a concentrated study of computer programming and a start on programming computer assisted instruction for the ear training areas of Freshman and Sophomore music theory instruction at Texas Tech University. Approval is recommended by Dr. Darling.

Approval of teaching development assignment for Mary McBride, Associate Professor, Department of English for the purpose of studying the Basic English Essentials Test (BEET), presently required in all freshman English courses, to determine its effects, to examine its content and form, and to improve its validity as an evaluative tool. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. Michael Bobo, Department of Health, Physical Education and Recreation. The purpose of the assignment is to spend time at one of three universities who have on-going blood analysis and muscle-biopsy programs. The information gathered will be used for a proposed course in the Master of Science in Sports Health Degree (Physical Education 5322 and Physiology 5304--Advanced Exercise Physiology). Approval is recommended by Dr. John Darling.

Approve teaching development assignment for Dr. Stanley E. Fowler, Professor, Department of Home and Family Life for the purpose of enhancing teaching through more comprehensive use of video equipment and the combination of audiotapes with slides or transparencies in presenting instructional materials in fieldwork-practicum courses F.R. 4332 and CD 4314 as well as Child Development 4304. Appropriate texts are not available in either of these areas. Approval is recommended by Dr. Darling.

Approve teaching development assignment for Dr. Janet M. Schrock, Assistant Professor, Department of Family Management, Housing and Consumer Science. The purpose of the assignment is to find and adapt computer software for use by students in the course FMHC 331, Housing and the Family; to develop computer programs to aid instruction in FMHC 331, and to find ways of introducing computer drafting to students in FMHC 331; and ultimately develop a manual for students to use when they operate and respond to the computer. Approval of this assignment is recommended by Dr. Darling.

Approve teaching development assignment for Professor Betty Street, Associate Professor, Department of Art for the purpose of acquiring information and illustrative materials in textile design areas indigeneous to Indonesia relating to dye processes of tatik and plangitritik (resist dyed fabrics) This study will improve subject content in textile design classes. Approval is recommended by Dr. Darling.

POLICY

TRAVEL EXPENSES PAID FROM GIFT AND GRANT FUNDS

Employees traveling on official business of the University may be reimbursed for travel expenses paid from gift and grant\* funds as follows:

- (a) Travel allowances for grants or contracts from, or derived from, Federal or State of Texas agencies shall be paid in accordance with State of Texas travel regulations as specified in the current General Appropriations Act of the Legislature.
- (b) Travel allowances for other gift and grant funds, and not covered by paragraph (a) above or by separate Board policy, may be paid for actual expenses for meals and lodging not to exceed \$90.00 per day, unless the provisions of a contract, grant, or gift specify otherwise.

\*The term "grant" includes grant-in-aid and all sponsored program agreements.

## TRAFFIC AND PARKING RULES AND REGULATIONS

1982 - 1983

### 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 campus is a privilege and is conditioned, in part, on complying with these rules and regulations.

### II. Applicability of State General and Criminal Laws

Article 51.201 of the Texas Education Code provides that: "All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state."

### III. Authority of Board of Regents to Make Rules and Regulations

Article 51.202 of the Texas Education Code provides as follows: "Rules and Regulations: Penalty--

A. The governing board of each state institution of higher education including public junior colleges, may promulgate rules and regulations for the safety and welfare of students, employees, and property, and other rules and regulations it may deem necessary to carry out the provisions of this subchapter and the governance of the institution, providing for the operation and parking of vehicles on the grounds, streets, drives, alleys and any other institutional property under its control, including but not limited to the following:

1. limiting the rate of speed;
2. assigning parking spaces and designating parking areas and their use and assessing a charge for parking;
3. prohibiting parking as it deems necessary;
4. removing vehicles parking in violation of institutional rules and regulations or law at the expense of the violator; and,
5. instituting a system of registration for vehicle identification including a reasonable charge.

B. A person who violates any provision of this subchapter or any rule or regulation promulgated under the authority of this subchapter is guilty of a misdemeanor and on conviction is punishable by a fine of not more than \$200."

### IV. General Regulations for Traffic and Parking

- A. The University makes every effort to provide protection to vehicles parked on campus, but cannot assume 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. No person shall drive, cause or permit a vehicle to be driven on the campus of Texas Tech University or Texas Tech University Health Sciences Center at a speed greater than is reasonable and prudent under the circumstances then existing, but any speed in excess of the limits herein specified shall be prima facie evidence that the speed is not reasonable and prudent and that it is unlawful:
  - 1. Twenty miles per hour on the campus, unless otherwise posted.
  - 2. Where any street, drive or roadway, or portion thereof, reveals a faster speed than 20 miles per hour is unlawful, a speed in excess of the posted speed limit shall be prima facie evidence that the speed specified is not reasonable and prudent and that it is unlawful.
  - 3. Ten miles per hour on any parking lot on the campus.
- E. The campus is defined as all lands owned by the University within the City of Lubbock, Texas. This area is restricted for use as described in these regulations. Any vehicle in violation of the regulations or not having a valid Texas Tech University parking permit will be issued a campus citation which may be changed, at the discretion of the University, to a Court Appearance citation.
- F. These regulations apply to all persons who operate vehicles on campus.
- G. The Chief of Police and the Traffic and Parking Coordinator are responsible for the enforcement and implementation of these regulations and shall use their judgment in their interpretation.

#### V. Vehicle Registration

- A. In order to operate or benefit from the use of a vehicle on campus, each member of the University community must obtain in his or her name, a vehicle registration permit. No person may register a vehicle in his or her name which belongs to another student, faculty or staff member. 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 each motor vehicle 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 the campus. Upon termination of employment with the University, an employee's parking privileges shall be cancelled. If the decal(s) is returned to the Office of the Traffic and Parking Coordinator, the refund in effect at the time it is returned will be issued.



- D. Faculty and staff, whose dependents are students, may allow those dependents to register a commonly operated vehicle for a student permit in addition to the reserved permit. If the faculty or staff member has two vehicles registered and if both vehicles are on campus at the same time, the vehicle with the student permit must be parked in the designated student parking area and not in either the faculty or staff member's reserved space or in the time limit areas on campus.
- E. Any person giving false information, or failing to complete the vehicle registration form, is subject to appropriate disciplinary action and revocation of parking privileges.
- F. Parking permits must be permanently affixed to the front windshield immediately above or adjacent to the Texas Inspection Sticker (lower corner-driver's side). All permits are self-adhering and application in any other manner will subject the vehicle to ticketing. Vehicle registration is not complete until the permit is properly and completely affixed to the vehicle of record.
- G. Replacement permits will be issued when identifiable remnants of the permit, proof of loss or destruction of the permit are provided. A fee of \$1.00 will be charged for each replacement permit.
- H. Faculty and staff who hold reserved parking permits may obtain one duplicate permit at no additional charge. Additional permits will be \$1.00 each. Exceptional circumstances may warrant the issuance of a duplicate permit to a vehicle operated by a person other than the holder of the reserved space. Such an arrangement must be authorized by the Traffic and Parking Coordinator. Duplicate permits do not allow for more than one vehicle to be on campus during the reserved period.
- I. Texas Tech University Health Sciences Center reserve permits will be honored on campus in Visitor and Time Limit spaces. University reserve permits will be honored in Health Sciences Center Patient and Visitor parking spaces. Parking is restricted to use for official University business only.

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

- A. Reserved space permits are issued to full-time faculty and staff and part-time staff not enrolled as students. Individuals eligible for reserved parking are encouraged to form car pools. Up to six decals will be issued to car pool participants for the same parking space. Parking of vehicles with car pool decals is restricted to the reserved space assigned and only one of the car pool vehicles may be on campus at any given time. Any remaining space after the needs of the faculty and staff are met will be available for assignment to part-time instructors, graduate teaching assistants, and

graduate research assistants who hold contracts for one-half time or more. Such assignments may be revoked as necessary to accommodate the regular faculty and staff requirements. Nine-month parking permits will not be 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 7:00a.m. to 5:30p.m., Monday through Friday, during the long academic session. During the summer sessions, hours are from 7:00a.m. to 3:00p.m., Monday through Friday, on the main campus. The Health Sciences Center hours are from 7:00a.m. to 5:30p.m., Monday through Friday, year-round.
  2. In certain designated reserved lots, a limited number of spaces are reserved 24 hours per day, Monday through Friday, for the use of the permit holders of that reserved lot only. Residence Hall Staff living in the residence halls will be provided parking spaces that are reserved 24 hours daily.
  3. Access to the campus during the hours that parking spaces are reserved is restricted to vehicles with reserved space parking permits.
- B. Reserved area permits are issued for either of two locations: The Physical Plant (R-18) or the Health Sciences Center (MS-). R-18 permits will be issued to faculty, staff and part-time staff enrolled as students as space is available.
- C. Residence hall permits will be issued to residents for their vehicles only. The permit is valid from 7:00a.m. to 5:30p.m., Monday through Friday, for the designated residence hall lot only. Excess residence hall vehicles will be issued commuter permits until the residence hall lot has available space. A student changing residence halls or moving off-campus must exchange his permit at the Traffic and Parking Office.
- D. Commuter permits will also be issued for vehicles belonging to students not residing in on-campus residence halls and to students residing in the residence halls until space becomes available in the residence hall lot.
1. Parking is available in three paved and one unpaved University lots.
  2. When not in use for programs and events, the Auditorium/Coliseum lot, which is leased from the City of Lubbock, will also be available.
  3. Commuter parking east of Jones Stadium is available Sunday through Friday. Parking is restricted the day of home football games.

4. Commuter-Carpool permits are available at commuter rates for groups of 3 to 6 students. Carpool permits are valid only for designated commuter-carpool spaces and do not permit either commuter area parking or more than one vehicle on campus at any given time.
- E. Persons with physical disabilities will be issued parking permits to assist them. Sufficient documentation of disability must be provided the staff of Student Health for review. Limited parking space necessitates restriction of permits to those most seriously handicapped.
  1. Persons with disabilities identified as most severe will be provided parking permits to enable them to park in areas designated for the handicapped. These handicapped areas are reserved 24 hours daily.
  2. Persons with disabilities identified as less severe will be accommodated with available parking in proximity to their need.
- F. Motorcycle permits will be issued to allow parking of motorcycles or mopeds in designated two-wheel areas. Permits must be permanently attached to the top of the front headlight, front fender or shock absorbers.
- G. Temporary permits will be issued for \$1.00 per week for area parking and \$2.00 per week for reserved space parking. Temporary permits are not refundable.
- H. 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; however, time limit and reserved areas continue to be enforced.
- I. Students bringing a new vehicle on campus on a weekend are to report to the University Police. A temporary permit valid from 5:00p.m., Sunday, until 5:00p.m., Monday, will be issued. This permit will allow students sufficient time to register their new vehicle in accordance with these regulations.
- J. Inoperable vehicles are to be reported to the University Police. Operators should identify their problem and follow the instructions given by the University Police.

## VII. Visitor and Time Limit

- A. Visitors are welcome to the campus and special parking areas are set aside for them. Visitor passes are required throughout the

campus during the hours of 7:00a.m. to 5:30p.m., Monday through Friday, excluding holidays. Visitor passes may be obtained at any entry station.

1. A visitor is defined as an individual with no official connection with Texas Tech University as a student, faculty or staff member.
  2. Visitors parked in areas not designated for visitor parking are subject to receiving a campus citation and being towed and impounded at the owner's expense.
- B. Time limit parking areas are designated as such and are enforced from 7:00a.m. to 5:30p.m., Monday through Friday, unless otherwise posted.

#### VIII. 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 lots adjacent to the Bookstore. Parking is limited to 30 minutes.

#### IX. Motorcycles, Mopeds and Bicycles

- A. In the State of Texas, motorcycles, mopeds and bicycles 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 Vehicles Law Booklet.
- B. Motorcycles and mopeds must be parked in areas designated for parking of such vehicles.
- C. Bicycles should be parked in racks whenever available. Use of shrubs, trees or any architectural structures to secure bicycles may result in said bicycles being impounded by the University Police Department at the owner's expense.
- D. Bicycles abandoned and impounded will be charged a storage fee of \$1.00 per week commencing 72 hours after impoundment. The maximum storage fee to be charged is \$3.00 per month.
- E. No person shall operate a bicycle upon a sidewalk or sidewalk area.

#### X. Rules and Regulations

- A. Parking is governed by markers and traffic signs. Parking is permitted only in areas clearly identified for parking. A valid parking space is defined as an area designated on three sides by lines and/or posts, curbs or other types of barriers.

B. The absence of No Parking signs does not imply that parking is allowed. Street parking is prohibited except where signs indicate parking is permitted.

C. The following illegal parking acts may result in a citation being issued:

1. Parking in non-designated areas.
2. Parking permit not properly installed.
3. Parking permit on vehicle other than authorized.
4. Falsifying, reproducing or altering parking permit.
5. Parking in No Parking Zone.
6. Unauthorized parking in reserved parking lots.
7. Parking in service drives or access drives to parking lots.
8. Obstructing traffic, street, sidewalk, crosswalk, driveway, trash container, building entrance or exit.
9. Parking overtime.
10. Parking in a striped zone.
11. Parking in 24-Hour Reserved Zones without proper permit.
12. Parking on wrong side of street facing oncoming traffic.
13. Parking a vehicle with any part thereof extending across a line.
14. Parking without a valid permit.
15. Parking in a Tow-Away Zone.
16. Other parking violations as defined on the face of the citation.

D. Moving Violations

1. All the general and criminal laws of the state are declared to be in full force and effect within the areas under the control and jurisdiction of the state institutions of higher education of this state. Article 51.201, Texas Education Code (may 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, may be adjudicated in Municipal Court (10th Street and Avenue J, Lubbock, Texas).
3. It shall be unlawful for any person to drive by, through or beyond a barricade or a roadblock that is lawfully erected.
4. 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.



## XI. Resolving Citations

- A. Citations for other than handicapped parking violations may be resolved in one of the following ways:
1. Pay a \$7.00 service fee for each citation. If payment is made within ten calendar days, the fee will be \$5.00.
  2. Voluntarily surrender a valid parking permit to the Traffic and Parking Office and request to lose all privileges of parking on campus for a period of 30 days for each citation. Upon completion of the surrender period, the permit will be replaced for a \$1.00 fee. Only citations bearing the individual's permit number may be resolved in this manner. Revoked permits may not be surrendered to resolve citations.
  3. Appeal the citation in writing, within ten calendar days of the alleged violation, to the Office of the Traffic and Parking Coordinator.
- B. Citations for illegally parking in a handicapped parking space may be resolved as follows:
1. Pay a \$25.00 service fee for each citation. If payment is not made within ten calendar days, the fee will be \$30.00.
  2. Voluntary surrender of a valid parking permit cannot be used to resolve the citation.
  3. Appeal the citation within ten calendar days of the alleged violation to the Office of the Traffic and Parking Coordinator.
- C. The Vice President for Finance and Administration shall provide an equitable and efficient appeals process through the establishment of the Parking Violations Appeals Committee. Written appeals will be provided to the Appeals Committee by the Traffic and Parking Coordinator when there is a significant dispute over facts or major extenuating circumstances.
- D. After a period of 20 days from the date of issuance of the citation or from the date of final determination of an appealed citation, citations not resolved in the Traffic and Parking Coordinator's Office will be overdue. Overdue citation(s) will subject the permit holder's vehicle(s) to towing and removal of the parking permit(s). Overdue citation(s) may result in restriction of subsequent academic registration or other services at Texas Tech University. Parking and other restricted services will be restored when all overdue citations have been resolved.

- E. Notice of violation for vehicles without permits and returned notices of violation will be sent to the address on file with the Texas Department of Highways, Motor Vehicle Division.
- F. Overdue citations may be changed to Court Appearance citations at the discretion of the University. Upon issuance of the Court Appearance citation, the University citation will be cancelled. Such Court Appearance citations will be processed in the appropriate court of record as provided by law.
- G. Six valid violations of the Traffic and Parking Regulations within the academic year will result in the revocation of the individual's parking privileges for a period of 90 days. If, at the end of the 90 days, the individual's parking privileges are restored, a single violation of the Regulations will result in permanent revocation for the academic year.
  - 1. All service fees must be paid before any parking privileges are restored.
  - 2. The reinstatement waiting period shall commence with the return of the parking permit(s) to the Traffic and Parking Office.

## XII. Towing and/or Impounding Vehicles

- A. The following violations may subject a vehicle to towing and/or 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 or 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 a time limit zone.
  - 9. Overdue citation(s).
  - 10. Parking without a valid permit.
  - 11. Parking on campus while parking privileges are suspended.
- B. When a vehicle has been towed, it will be necessary for the operator of the vehicle to contact the University Police for release. The tow fee does not include the citation reinstatement fee.
  - 1. The normal towing fee is \$20.00, in addition to the citation(s) cost. Some towing fees may be higher, depending on the vehicle towed and the towing service used.

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 the owner or driver of a vehicle to be towed arrives before the tow truck, the vehicle will not be towed. If the owner or driver arrives after the tow truck, and the tow truck driver has made the hook-up, the vehicle will not be towed but the driver is expected to pay the tow truck driver a fee of \$10.00, in lieu of towing.
- D. 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, Texas.
- E. Vehicles illegally parked in reserved parking spaces will be ticketed but not towed during Registration.



XIII. PARKING FEES AND REFUNDS

	Faculty-Staff Reserved		Faculty-Staff Reserved		Faculty-Staff Area		Residence Halls		Commuter		Two Wheeler	
Rates	12 months		9 months		12 months		9 months		9 months		9 months	
Through	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund	Cost	Refund
Sept.30	\$48.00	\$42.00	\$36.00	\$30.00	\$21.00	\$17.25	\$24.00	\$19.35	\$21.00	\$16.65	\$6.00	\$4.35
Oct.31	44.00	38.00	32.00	26.00	19.25	15.50	21.35	16.70	18.65	14.30	5.30	3.65
Nov.30	40.00	34.00	28.00	22.00	17.50	13.75	18.70	14.05	16.30	11.95	4.60	2.95
Dec.31	36.00	30.00	24.00	18.00	15.75	12.00	16.05	11.40	13.95	9.60	3.90	2.25
Jan.31	32.00	26.00	20.00	14.00	14.00	10.25	13.40	8.75	11.60	7.25	3.20	1.55
Feb.28	28.00	22.00	16.00	10.00	12.25	8.50	10.75	6.10	9.25	4.90	2.50	.85
Mar.31	24.00	18.00	12.00	6.00	10.50	6.75	8.10	3.45	6.90	2.55	1.80	.15
Apr.30	20.00	14.00	8.00	2.00	8.75	5.00	5.45	.80	4.55	.20	1.10	-0-
May 31	16.00	10.00	4.00	-0-	7.00	3.25	2.80	-0-	2.20	-0-	.40	-0-
June 30	12.00	6.00	----	----	5.25	1.50	----	----	----	----	----	----
July 31	8.00	2.00	----	----	3.50	-0-	----	----	----	----	----	----
August 31	4.00	-0-	----	----	1.75	-0-	----	----	----	----	----	----

Summer School Sessions

July 9	\$ 8.00	\$ 4.00	\$ 8.00	\$ 4.00	\$2.00	\$1.00
July 31	4.00	2.00	4.00	2.00	1.00	.50
August 20	2.00	-0-	2.00	-0-	.50	-0-

Refunds are based on the above schedule. Refunds will not be given unless identifiable remnants of the permit(s) are presented at the time of the refund request.

Board Minutes  
March 12, 1982  
Attachment No. M7, p. 11  
Item M121

XIV. University Police Department

- A. 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 proper identification.
- B. 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 and inoperable vehicles must also be promptly 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.)

TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS ( 1/31/82- 2/28/82 )					
NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
<u>BOARD APPROVAL:</u> None.					
<u>BOARD RATIFICATION:</u>					
<u>E &amp; G APPROPRIATED FUNDS:</u> None.					
<u>DESIGNATED FUNDS:</u>					
230860	CPD - Prof. Selling Techniques		\$217,500	\$217,500	(2D) FY 82 Off-Campus Seminar
230861	CPD - Oil & Gas Symposium		24,750	24,750	(2D) New Off-Campus Seminar
230862	CPD - Quality Circles		41,300	41,300	(2D) New Off-Campus Seminar
230863	CPD - Management Accounting for Non-Financial Manager		29,250	29,250	(2D) New Off-Campus Seminar Series
230872	Heating & Cooling Plant No. 2		333,500	333,500	(1D) Major Renovation and Upgrade of Equipment
	Subtotal - Designated		<u>\$646,300</u>	<u>\$646,300</u>	
<u>AUXILIARY FUNDS:</u> None.					
<u>RESTRICTED FUNDS:</u>					
221226	Band Uniform Fund	\$54,509	\$ 55,000	\$109,509	(2A) New Band Uniforms \$25,000 from Service Fees \$29,509 from Aux. Interest \$55,000 from Gifts
221241	Texas Center Productivity - Action Research in Support of Group Skills Training for Data-Base Development Projects		\$153,000	\$153,000	(2A) Additional Contract with Exxon Corp.

NO.	ACTIVITY	SOURCE OF FUNDS		EXPENSE	REMARKS
		OTHER	INCOME		
221244	<u>RESTRICTED FUNDS:</u> (cont'd) Development of an Indirectly Heated Biomass Pyrolysis Reactor		\$ 303,699	\$ 303,699	(1D) New contract with Battelle Memorial Institute
	Subtotal - Restricted	<u>\$54,509</u>	<u>\$ 511,699</u>	<u>\$ 566,208</u>	
	<u>OTHER FUNDS:</u> None.				
	TOTAL RATIFICATION	<u>\$54,509</u>	<u>\$1,157,999</u>	<u>\$1,212,508</u>	
	GRAND TOTAL - TTU	<u>\$54,509</u>	<u>\$1,157,999</u>	<u>\$1,212,508</u>	

Texas Tech University Summary Report  
Changes to the Original, Approved Budget  
September 1, 1981 thru January 31, 1982

Line Item/Fund Group	Original Budget	Carry-Forward	Other Adjustments	Current Budget
<b><u>E &amp; G APPROPRIATED FUNDS</u></b>				
General Administration	\$ 3,911,981.00	\$ 24,432.02	\$ (49,708.39)	\$ 3,886,704.63
General Inst. Expense	915,589.00	3,790.87	101,652.91	1,021,032.78
Staff Benefits	1,771,562.00	-0-	-0-	1,771,562.00
Resident Instruction				
Faculty Salaries	26,923,126.00	-0-	2,251,580.31	29,174,706.31
Departmental Op.	6,479,163.00	184,799.29	29,256.59	6,693,218.88
Inst. Administration	1,604,373.00	14,294.63	(32,405.91)	1,586,261.72
Organized Activities	174,370.00	11,029.71	(104,885.00)	80,514.71
Vocational Teacher Training	55,539.00	553.60	(95.81)	55,996.79
Library	3,612,162.00	(83,099.59)	(77,417.87)	3,451,644.54
Organized Research	697,507.00	64,376.90	(49,629.92)	712,253.98
Extension & Public Service	350,000.00	12,842.96	(857.17)	361,985.79
Physical Plant				
Plant Support Service	1,166,937.00	21,137.27	(43,640.66)	1,144,433.61
Campus Security	394,875.00	70.00	(15,198.92)	379,746.08
Building Maint.	2,397,204.00	6,188.04	(40,892.48)	2,362,499.56
Custodial Service	2,136,564.00	2,419.10	(542.00)	2,138,441.10
Grounds Maint.	925,332.00	67,913.67	(3,784.21)	989,461.46
Utilities-Purchased	8,704,674.00	2,867.00	-0-	8,707,541.00

Texas Tech University Summary Report  
Changes to the Original, Approved Budget  
September 1, 1981 thru January 31, 1982

Line Item/Fund Group	Original Budget	Carry-Forward	Other Adjustments	Current Budget
<b><u>SPECIAL ITEMS</u></b>				
Scholarships	\$ 34,600.00	\$ -0-	\$ -0-	\$ 34,600.00
Mesq. Nox. Brush	1,392,876.00	80,693.73	452.50	1,474,022.23
Wool, Mohair	662,710.00	50,137.69	(58,525.94)	654,321.75
Ag., BA., Engr.	343,963.00	23,072.43	(4,574.81)	362,460.62
Energy	419,375.00	35,139.94	(39,475.60)	415,039.34
Junction Annex Oper.	165,000.00	-0-	(8,236.80)	156,763.20
Junction R & R Oper.	35,000.00	-0-	-0-	35,000.00
Beef	200,000.00	-0-	-0-	200,000.00
ICASALS	83,791.00	-0-	(1,539.00)	82,252.00
Water	203,716.00	-0-	8,725.00	212,441.00
Repairs & Rehabilitation	3,951,669.00	152,002.18	-0-	4,103,671.18
Reserve for Summer School	3,039,473.00	-0-	(2,820,227.00)	219,246.00
Reserve for Adjustments	50,000.00	-0-	1,685,962.62	1,735,962.62
Reduction in Appropriation	-0-	-0-	(23,689.63)	(23,689.63)
Subtotal-E&G Budgeted Funds	\$72,803,131.00	\$ 674,661.44	\$ 702,302.81	\$74,180,095.25
Unappropriated Balances*	-0-	872,153.11	1,299,181.74	2,171,334.85
Total - E & G Approp. Funds	<u>\$72,803,131.00</u>	<u>\$1,546,814.55</u>	<u>\$ 2,001,484.55</u>	<u>\$76,351,430.10</u>

\* These are account balances, not budgeted figures.

Texas Tech University Summary Report  
Changes to the Original, Approved Budget  
September 1, 1981 thru January 31, 1982

Line Item/Fund Group	Original Budget	Carry-Forward	Other Adjustments	Current Budget
<u>Service Departments</u>	\$ 3,441,890.00	\$ 232,230.46	\$ 87,645.78	\$ 3,761,766.24
<u>Designated Funds</u>	\$29,068,266.96	\$ 676,539.12	\$ 359,256.36	\$30,104,062.44
<u>Auxiliary Funds</u>	\$25,998,720.00	\$ 154,325.34	\$ (513,044.01)	\$25,640,001.33

01-02-21.081 Use of University Space and Facilities\*

(1) University space and facilities for University functions are available according to the following priorities:

(A) Regular institutional programs.

(B) Programs sponsored and conducted by University academic and administrative departments or organizations which are affiliated with such departments.

(C) Activities which have as their purpose service or benefit to the entire University community and which are sponsored by registered student organizations.

(2) University space and facilities are not available for use by non-registered student groups or off-campus groups or organizations.

(3) Off-campus persons may attend functions on University property but such functions must be sponsored by and be affiliated with a University department or registered student organization.

(4) A department or registered student organization may not gain permission to use space or facilities on campus and then permit the space or facilities to be utilized by any other person, organization or off-campus group. The penalty for violation of this provision may include forfeiture of the privilege of using University space or facilities for a period of time not to exceed one year.

(5) Office space and other assistance including, but not limited to, utilities, telephone service, custodial service, maintenance and use of university services may be provided to non-profit organizations which exist for the purpose of supporting the educational undertaking of the University and thereby serve a public purpose and where the provision of this assistance is not otherwise prohibited by law. Organizations authorized this support are:

West Texas Museum Association  
Ranching Heritage Association  
Ex-Students Association  
Dads Association  
Texas Tech University Foundation  
Texas Tech Medical Foundation  
Texas Tech University Federal Credit Union



TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Appointments - General Administration  
Teaching, and Non-Classified Positions  
1. January through February, 1982

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Boeuf, Jean-Pierre Visiting Assistant Professor	Electrical Engineering	1-16-82/5-31-82
Chitwood, Richard D. Visiting Assistant Professor	Agricultural Economics	9-1-81/1-15-82
Davis, David L. Visiting Professor	Entomology	1-16-82/5-31-82
Fox, Elizabeth A. Assistant Professor	Food & Nutrition	2-15-82/5-31-82
Griffith, Thomas Adjunct Professor	Law	1-16-82/5-31-82
Kiran, Ali S. Visiting Assistant Professor	Industrial Engineering	1-16-82/5-31-82
Kroth, Roger Lee Adjunct Professor	Education	1-1-82/12-31-82
Lindsey, Jay W. Director of Investments	Investments Management Office	2-1-82/8-31-82
Lombardi, Fabrizio Assistant Professor	Electrical Engineering/ Computer Science	1-16-82/5-31-82
Preston, Rodney Leroy Professor	Animal Science	1-1-82/8-31-82
Stannard, Jerry W. Visiting Professor	History	1-16-82/5-31-82
Stiles, Jess G. Assistant Athletic Director	Men's Intercollegiate Athletics	1/1/82/12-31-82
Szenasi, James J. Associate Professor	Petroleum Engineering	1-1-82/5-31-82

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Resignations and/or Terminations -  
General Administration, Teaching, and Non-Classified Positions -  
2. January through February, 1982

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
Cook, Richard J. Adjunct Associate Professor	Mass Communications	11-30-81
Conselman, Frank B. Adjunct Professor	Geosciences	1-16-82
Hoyle, Dorothy Professor	Health, Physical Education, and Recreation	1-16-82
Mann, Glenn Associate Professor	Physics	12-21-81*
Morrison, William P. Associate Professor	Entomology	1-15-82
Parrish, Clifford Associate Professor	Civil Engineering	1-16-82
Pasewark, William Professor	Education	8-31-82
Samples, Keith Assistant Athletic Director	Men's Intercollegiate Athletics	4-14-82
True, Warren Assistant Professor	English	1-16-82
Williams, Marcus Dan Associate Vice President for Finance & Administration	Finance & Administration	12-31-81

\*Deceased

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Faculty Appointments  
other than Professorial Ranks  
January through February, 1982

3.

<u>Description</u>	<u>Appointment Period</u>	
	<u>9 months</u> <u>or over</u>	<u>4.5 months</u> <u>or over</u>
1. Teaching Assistant	-0-	-109-
2. Part-time Instructor	-0-	-61-
3. Instructor	-0-	-8-
4. Lecturer	-0-	-16-
TOTAL	-0-	-194-

Gordon Residence Hall Bathrooms - Mills and Davis

4. a. The following Agreement with Mills and Davis, Architects, to provide professional services to prepare plans and specifications for the renovation of Gordon Residence Hall bathrooms is entered for informational purposes. Execution of this contract was authorized in the Board meeting of August 21, 1981, Item M211.

Contract No. 358

AGREEMENT

made this the 9th day of December in the year Nineteen Hundred Eighty One

BETWEEN

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

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of a construction contract for the renovation of Gordon Residence Hall Bathrooms.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

The Architect shall advise the Owner of any adjustments to previous Statement of Probable Construction Cost indicated by

changes in requirements agreed to by the Owner or by general market conditions.

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

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

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

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographs process Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the Contractor has used the monies paid him under the Construction Contract.

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

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services eight percent (8%) of the authorized and



approved construction cost, as such term "Construction Cost and Alternates" is defined in paragraph D above.

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

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

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

President and Chief Executive Officer  
Texas Tech University  
P. O. Box 4349  
Lubbock, Texas 79409

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the 29th day of January, 1982.

OWNER  
TEXAS TECH UNIVERSITY

ARCHITECT  
MILLS AND DAVIS

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

/s/ Tom Mills  
Tom Mills

Wiggins Residence Complex Fire Safety System - Mills and Davis

4. b. The following Agreement with Mills and Davis, Architects, to provide professional services for the Wiggins Residence Complex Fire safety system is entered for informational purposes. Execution of this contract was authorized in the Board meeting of November 13, 1981, Item M58.

Contract No. 359

AGREEMENT

made this the 9th day of December in the year Nineteen Hundred Eighty One

BETWEEN

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

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of a construction contract for the Wiggins Residence Complex Fire Safety System.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, the Architect shall assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.

7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period.

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

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

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the

Contractor has used the monies paid him under the Construction Contract.

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

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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



paragraph D above.

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain

consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

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

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

Dr. Lauro F. Cavazos  
President and Chief Executive Officer  
Texas Tech University  
P. O. Box 4349  
Lubbock, Texas 79409

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the  
29th day of January, 1982.

OWNER  
TEXAS TECH UNIVERSITY

ARCHITECT  
MILLS AND DAVIS

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

/s/ Tom Mills

Doak Hall Renovation for Housing Offices - Mills and Davis

4. c. The following contract with Mills and Davis, Architects, to provide professional services for renovation of Doak Hall for Housing Offices is entered for informational purposes. Execution of this contract was authorized in the Board meeting of November 13, 1981, Item M59.

Contract No.360

AGREEMENT

made this the 9th day of December in the year Nineteen Hundred Eighty One

BETWEEN

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

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of a construction contract for the Doak Hall Renovation for Housing Offices.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

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

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

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the

Contractor has used the monies paid him under the Construction Contract.

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

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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



paragraph D above.

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain

consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

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

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

Dr. Lauro F. Cavazos  
President and Chief Executive Officer  
Texas Tech University  
P. O. Box 4349  
Lubbock, Texas 79409

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the  
29th day of January, 1982.

OWNER  
TEXAS TECH UNIVERSITY

ARCHITECT  
MILLS AND DAVIS

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

/s/ Tom Mills  
Tom Mills

Renovation Petroleum Engineering Building - Billingsley and Stracener

4. d. The following Agreement with Billingsley and Stracener, Architects and Engineers, to provide professional services for the renovation of the existing Petroleum Engineering Building is entered for informational purposes. Execution of this contract was authorized in the Board meeting of August 21, 1981, Item M205.

Contract No. 361

AGREEMENT

made this the 10th day of December in the year Nineteen Hundred Eighty One

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Dr. Lauro F. Cavazos, President and Chief Executive Officer and Billingsley and Stracener, Architects and Engineers.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of a construction contract for the renovation of the existing Petroleum Engineering Building.

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

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

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

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the

Contractor has used the monies paid him under the Construction Contract.

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

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

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



paragraph D above.

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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain

consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

Billingsley and Stracener  
Architects and Engineers  
3309 67th Street  
Lubbock, Texas 79409

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

Dr. Lauro F. Cavazos  
President and Chief Executive Officer  
Texas Tech University  
P. O. Box 4349  
Lubbock, Texas 79409

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the

12th day of January, 1982.

OWNER

TEXAS TECH UNIVERSITY

ARCHITECTS AND ENGINEERS

BILLINGSLEY AND STRACENER

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

/s/ G. R. Billingsley  
/s/ Bill H. L. Stracener

Intercollegiate Baseball Field, Phase II - Tisdell and Adling

4. e. The following Agreement with Tisdell and Adling, Architects and Engineers, to provide professional services for the construction of Phase II of the Intercollegiate Baseball Field is entered for informational purposes. Execution of this contract was authorized in the Board meeting of November 13, 1981, Item M57.

Contract No. 362

AGREEMENT

made this the 10th day of December in the year Nineteen Hundred Eighty One

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Dr. Lauro F. Cavazos, President and Chief Executive Officer and Tisdell and Adling Architects and Engineers.

A. SCOPE OF THE WORK

Provide professional services to prepare plans and specifications, assist in receiving bids and provide the administration of a construction contract for the construction of phase II of the Intercollegiate baseball field..

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

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

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

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

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

8. Based on observations at the site and on the Contractor's applications for payment, the Architect shall determine the amount owed to the Contractor and shall issue and recommend Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish the Owner with three sets of Schematic Design Studies, three sets of Design Development Prints and with six sets of Contract Working Drawings and Specifications.
10. Furnish two complete sets of "As Built" Working Drawings reproduced, and one set of reproducible four mil photographic process Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678., Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, chemical and other laboratory tests, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship as required by the project will be provided as required by the project.
2. The Owner may furnish such legal, accounting and insurance counseling services as he may deem necessary for the Project and auditing services as he may require to ascertain how or for what purposes the

Contractor has used the monies paid him under the Construction Contract.

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

D. CONSTRUCTION COST AND ALTERNATES

CONSTRUCTION COST

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

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

ALTERNATES

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

E. COMPENSATION AND PAYMENT TO THE ARCHITECT

The Owner agrees to pay the Architect as compensation for the basic services a lump sum of seven thousand eight hundred dollars (\$7,800).



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

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

F. ADDITIONAL SERVICES

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

1. Direct Personnel Expense

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

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

2. Reimbursable Expenses

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

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

G. CONSULTANTS

It is contemplated that during the process of the work to be performed under this agreement, both parties may wish to retain

consultants at their own expense. It is specifically understood and agreed that any consultant retained by the Architect shall be the Architect's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the University may, from time to time, wish and desire to retain consultants and that the expense for the same shall be borne by and be at the expense of the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ARCHITECT'S ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

Tisdell and Adling, Architects and Engineers  
3416 Joliet Avenue  
Lubbock, Texas 79413

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

Dr. Lauro F. Cavazos  
President and Chief Executive Officer  
Texas Tech University  
P. O. Box 4349  
Lubbock, Texas 79409

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

The Owner hereby designates the President of Texas Tech University or the person designated as acting President in his absence, as its duly authorized and designated representative to act for and on behalf of Owner.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the

11th day of January, 1982.

OWNER  
TEXAS TECH UNIVERSITY

ARCHITECT  
Tisdell and Adling

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

/s/ C. Berwyn Tisdell