

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1989 - 1990

VOLUME I

MINUTES OF
BOARD OF REGENTS MEETING

January 19, 1990

TEXAS TECH UNIVERSITY
Lubbock, Texas

Minutes

Board of Regents
January 19, 1990

M68. The Board of Regents of Texas Tech University met in regular session on Friday, January 19, 1990, at 9:00 a.m. in the Board Suite on campus. Regents present were: Mr. J. Fred Bucy, Chairman, Wm. Gordon McGee, M.D., Vice Chairman, Gen. Richard E. Cavazos, Mr. Rex Fuller, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, Mr. Wendell Mayes, Jr., and Mr. Alan White. Regent J. L. "Rocky" Johnson was absent. Officials and staff present were: Dr. Robert W. Lawless, President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost, Dr. C. Len Ainsworth, Vice Provost for Academic Affairs, Dr. Thomas G. Newman, Associate Vice President for Computing and Information Technologies, Dr. Jerry Ramsey, Associate Vice President for Operations, Dr. Virginia Sowell, Associate Vice President, Office of the Executive Vice President and Provost; Mr. Don E. Cosby, Vice President for Fiscal Affairs, Ms. Lisa Bradway, Assistant Vice President for Financial Services, Office of the Vice President for Fiscal Affairs; Dr. Robert H. Ewalt, Vice President for Student Affairs; Mr. Pat Campbell, Vice President and General Counsel; Mr. Mike Sanders, Vice President for Governmental Relations; Dr. Colette Murray, Vice President, Ms. Karen Wilson Selim, Assistant Vice President, Office of Development and Public Affairs; Dr. Robert M. Sweazy, Vice Provost for Research Services; Mr. Max C. Tomlinson, Associate Vice President for Business Affairs and Comptroller; Mr. Larry J. Tanner, Director, Facility Planning and Construction; Dr. Margaret Simon, Director, Office of News and Publications; Ms. Debra Wood, Director, Internal Audit; Dr. Gene W. Medley, Director of Admissions and Records; Dr. Mason H. Somerville, Dean, Dr. Marion O. Hagler, Chairman, Department of Electrical Engineering, College of Engineering; and Mrs. Freda Pierce, Secretary of the Board. Texas Tech University Health Sciences Center: Bernhard T. Mitemeyer, M.D., Executive Vice President and Provost, Mr. Jim Lewis, Executive Assistant to Executive Vice President and Provost, Office of the Executive Vice President and Provost; Mr. Elmo Cavin, Vice President for Fiscal Affairs, and Mr. James Johnston, Manager, Teaching Learning Resources; and Harry M. Weitlauf, M.D., Chairman, Department of Cell Biology and Anatomy.

Others present were: Dr. Julia Whitsitt, President, Faculty Senate; Mr. Doug English, President, Student Association; Ms. Marnie Brown, Ms. Anne Moser, Mr. Parker Wilson, Residence Hall Association Traffic and Parking Committee; Mr. Jim Barlow, Lubbock Avalanche-Journal; Mr. Francisco Rodriguez, University Daily; and Mr. Pat Casey, KAMC-TV.

M69. Chairman Bucy called the meeting to order, and asked Mr. Campbell to give the invocation. Mr. Bucy expressed thanks on behalf of the Board to the Students Association for the nice reception held the evening before.

M70. Upon motion made by Mr. Hobbs, seconded by Mr. Fuller, the Minutes of the meeting of December 2, 1989, were approved.

- M71. Dr. Lawless gave the President's report; Attachment No. M1.
- M72. Mr. Mayes reported for the Academic, Student and Administrative Affairs Committee. The following three items (M73 through M75) constitute action taken upon committee recommendation.
- M73. Upon motion made by Mr. Mayes, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves appointment with tenure for Dr. John J. Day as Professor of Petroleum Engineering effective January 15, 1990.
- M74. Upon motion made by Mr. Mayes, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves the degree program leading to the Bachelor of Arts with major in Russian Language and Area Studies.
- M75. Upon motion made by Mr. Mayes, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions regarding leaves of absence as attached; Attachment No. M2.
- M76. Upon motion made by Mr. Hobbs, seconded by Gen. Cavazos, the attached resolution honoring our Intercollegiate Athletics programs was read and approved; Attachment No. M3.
- M77. Mr. White reported for the Finance Committee. The following five items (M78 through M82) constitute action taken upon committee recommendation.
- M78. Upon motion made by Mr. White, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period October 1, 1989, to November 30, 1989; Attachment No. M4.
- M79. Upon motion made by Mr. White, seconded by Mr. Gulley, the following was unanimously approved: RESOLVED, that the Board of Regents approves the attached revision of Policy 04.11, Investment of Local Funds; Attachment No. M5.
- M80. Upon motion made by Mr. White, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the award of a contract to Lovell Company, Inc., to provide video game machines and service in twelve residence halls for the period of March 1, 1990, through August 31, 1993, and authorizes the President to sign the contract.
- M81. Upon motion made by Mr. White, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents approves the continuance of the Fire, Lightning, and Extended Coverage insurance with National Surety Corporation for the period of noon February 1, 1990, through noon February 1, 1991, at the rate of \$.0286 per \$100.
- M82. Upon motion made by Mr. White, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents ratifies signature authorization as attached; Attachment No. M6.

M83. Mr. Gulley reported for the Campus and Building Committee. The following four items (M84 through M87) constitute action taken upon committee recommendation.

M84. Upon motion made by Mr. Gulley, seconded by Gen. Cavazos, the following was approved: RESOLVED, that the Board of Regents authorizes the President to proceed with planning, approves the schematic design and authorizes the President to proceed with contract documents and the receipt of bids for the Phase I renovation of the Fisheries and Wildlife Research Building. BE IT FURTHER RESOLVED, that the project budget is established at \$225,000.

M85. Upon motion made by Mr. Gulley, seconded by Mr. White, the following was approved: RESOLVED, that the Board of Regents approves the attached revisions to the 1989-90 Traffic and Parking Regulations; Attachment No. M7.

M86. Upon motion made by Mr. Gulley, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents authorizes the President to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the renovation of the freezer in the Central Foods Facility and the president is authorized to execute a contract. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$200,000.

M87. Upon motion made by Mr. Gulley, seconded by Mr. Fuller, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions to record completion dates and contracts as attached; Attachment No. M8.

M88. Mr. Mayes reported for the Development and Public Affairs Committee. The following three items (M89 through M91) constitute action taken upon committee recommendation.

M89. Upon motion made by Mr. Mayes, seconded by Mr. Fuller, the following unanimously was approved: RESOLVED, the Board of Regents establishes the number one development priority to be building the University's endowment. BE IT FURTHER RESOLVED, that the provisions of this motion be included in the Board Policy manual.

M90. Upon motion made by Mr. Mayes, seconded by Mr. Hobbs, the following unanimously was approved: RESOLVED, unrestricted gifts of real property will usually be placed in an endowment and use of the earnings from the gift, unless restricted by conditions of the gift, shall be under the direction of the President. HOWEVER, BE IT FURTHER RESOLVED, in the event of special and extenuating and extraordinary circumstances the Board of Regents may except the direction of real property into the endowment. BE IT FURTHER RESOLVED, that the provisions of this resolution shall be included in the Board Policy Manual.

M91. Mr. Mayes reported that gifts and grants received by both institutions through the month of November, 1989, total \$2,283,192.57.

M92. Dr. McGee presided for the Committee of the Whole. He requested that Dr. Haragan give the Provost's report; Attachment No. M9. Following his report, Dr.

Haragan introduced Dr. Mason Somerville and Dr. Marion Hagler, who reported on the Department of Electrical Engineering. Mr. Bucy complimented the report.

M93. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (January 19, 1990)

- M1. President's Report; Item M71.
- M2. Leaves of Absence; Item M75.
- M3. Resolution Honoring Intercollegiate Athletics Program; Item M76.
- M4. Budget Adjustments for October 1 to November 30, 1989; Item M78.
- M5. Board Policy 04.11, Investment of Local Funds; Item M79.
- M6. Designation of Employee to Sign Cashier's Checks; Item M82.
- M7. Revision of 1989-90 Traffic and Parking Regulations; Item M85.
- M8. Completion Dates and Contracts; Item M87.
- M9. Provost's Report; Item M92.

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 January 19, 1990.

(Mrs.) Freda Pierce, Secretary

SEAL

January 19, 1990

Thank you Mr. Chairman. As we all know this is the first board meeting of the 90's. I believe this decade will be one of excitement and advancement for Texas Tech. Already we are seeing signs that are indicative of progress. This spring's enrollment will likely be an all time record for a spring semester. Provost Haragan will cover this in greater detail in his report. Applicant data indicate that the medical school class that will begin this July may have the strongest profile of any class to date. We have almost quadrupled the number of presidential scholarships that we had a short six months ago. And we have continued to focus our efforts to become a research university. I want to share one fruit of our efforts with you.

The National Academy of Science, National Academy of Engineering and Institute of Medicine created in 1984 The Government-University-Industry Research Roundtable. The Research Roundtable was created to provide a forum where involved parties can meet on an ongoing basis to improve the productivity of the nation's research enterprise. In 1987 the research roundtable inaugurated a comprehensive review of the U.S. academic research enterprise and established a Working Group composed of government officials, corporate executives, university administrators and scientists. The Working Group divided the project into two phases. Phase One - An analysis of the status, trends and issues affecting academic research in science and technology and Phase Two - An exploration of alternative scenarios for the future of academic research.

Phase one resulted in a written report for which the Working Group invited comments as a beginning for Phase Two. However, Phase Two is also being conducted by bringing together in Washington, D.C. on March 6, 1990, twelve university presidents and twelve faculty to discuss the future of academic research. I am especially pleased to tell you that Texas Tech is one of the institutions invited and the company is quite good. Others who were invited include Princeton, MIT, UCLA, Illinois and seven others, but no others from Texas or the south. I believe this represents a great opportunity for Texas Tech and I will report back to you at our next board meeting.

Thank you.

Leaves of Absence

Approve leave of absence without pay for Dr. Frits Ruymgaart, Professor of Mathematics, for the period January 15, 1990, to June 1, 1990. This leave is requested to allow Dr. Ruymgaart additional time to secure a permanent visa. He was to begin teaching at Texas Tech on January 15, 1990.

Approve extension of leave of absence without pay for Dr. Philip A. Dennis, Professor of Anthropology, from September 1, 1990, to August 31, 1991. This leave is requested in order that Dr. Dennis can serve a second year as Director of Latin American Programs for the Associated Colleges of the Midwest, with headquarters in San Jose, Costa Rica. The Latin American experience gained in these two years outside the U.S. will be of great benefit as an anthropologist and to Texas Tech upon his return.

RESOLUTION

INTERCOLLEGIATE ATHLETICS

WHEREAS, Intercollegiate Athletics programs are an important part of the collegiate life of Texas Tech University, and they play a major role in building and maintaining highly favorable and strong ties with the public, locally as well as nationally, and

WHEREAS, in the athletic competition with other institutions in the Southwest Athletic Conference, in addition to teams from other conferences, the Texas Tech teams have performed capably and honorably to bring credit to the University, and

WHEREAS, the University continually receives numerous letters from other institutions, representatives of the general public, hosts and sponsors of special athletic events, such as post-season competitions and regional tournaments, lauding Tech athletes for their personal conduct, sportsmanship, attitude, and exemplary representation of collegiate athletics, and

WHEREAS, supervisors of Tech athletic programs emphasize the personal development of character, values, and high standards of conduct of its athletes and directs their preparation towards achievement of lifetime goals rather than temporary or immediate fame and success, and

WHEREAS, the Department of Intercollegiate Athletics is striving to motivate academic interests and improve the scholarly performance of its athletes to achieve higher graduation rates and thereby demonstrate that Tech athletes are students first of all,

NOW THEREFORE BE IT RESOLVED, that the Board of Regents of Texas Tech University pause in their deliberations to recognize the highly significant contributions made by those who are in intercollegiate athletics as players, coaches, and administrators, and to thank them for their conduct, performance, dedication, and achievements that reflect favorably on Texas Tech University, and

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of this meeting and a copy be delivered to the Director of Intercollegiate Athletics for conveying this message to those who have earned the accolades and respect of the Board of Regents.

NO	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
BOARD RATIFICATION: -----					
DESIGNATED FUNDS -----					
AE0804	Library Fines - Replacements	\$ 143,643	\$ 0	\$ 143,643	Transfer of unappropriated balance from Library Fines account to establish a new budget for operating expenses
AE1366	Texas Tech Center at Amarillo Pantex Farm Operations	\$ 0	\$ 220,000	\$ 220,000	Increase budget for capital improvements to comply with Department of Energy contract specifications. Increase income from contract lease payments. Lease approved by Board action on March 17, 1989.
SUBTOTAL, DESIGNATED FUNDS		\$ 143,643	\$ 220,000	\$ 363,643	
AUXILIARY FUNDS -----					
CE1770	Bowl Games	\$ 0	\$ 486,325	\$ 486,325	To set up FY 1990 Operating Budget for All American Bowl

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
BOARD RATIFICATION (CONT): -----					Fund balance appropriated to provide for TTU share of professional services for TECHRIS Project
AUXILIARY FUNDS (CONT) -----					
CE1781	Auxiliary Projects	\$ 276,594	\$ 0	\$ 276,594	
SUBTOTAL, AUXILIARY FUNDS		\$ 276,594	\$ 486,325	\$ 762,919	
TOTAL BOARD RATIFICATION		\$ 420,237	\$ 706,325	\$1,126,562	

04.11

Investment of Local Funds of Texas Tech University

- (1) The primary investment of local cash shall be in bank(s) selected for that purpose by the Board of Regents.
- (2) On any given day, no depository bank shall have institutional funds on deposit in an amount which exceeds any one of the following limits:
 - (A) Twenty five percent of the total funds available for investment by the University, or
 - (B) Based upon the bank's latest regularly published statement of financial condition:
 1. Fifteen percent of its total deposits;
 2. An amount equal to the sum of its capital, permanent surplus, retained earnings, and reserves.

This policy shall not be construed to establish a commitment and/or guarantee on the part of Texas Tech University to deposit any particular amount in any one bank. The Investment Officer is authorized to develop institutional guidelines which may employ other criteria to establish limits on the total amount of deposits in any bank. Such guidelines, however, shall not allow the total deposits in any bank to exceed the limits otherwise established under this policy.

- (3) All cash investments must be fully collateralized as required in Section 51.003(c) of the Texas Education Code, and in accordance with the provisions of the Public Fund Investment Act of 1987 except that surety bonds are not authorized as collateral. The pledged collateral shall be placed in a custodian bank or banks named by the University. In no event will the custodian be affiliated with the depository bank.**

Additionally, securities other than United States government or United States government guaranteed obligations, in order to be acceptable as collateral must have a Moody's quality rating of "Baa", or Standard and Poor's quality rating of "A-", or better. Upgrading of collateral quality to these minimum standards, where necessary, is to be accomplished not later than June 1, 1984 as to newly accepted securities, and not later than June 1, 1985 as to securities which may be required to replace presently existing collateral for quality upgrading purposes.

- (4) If not prohibited by contract or statute, the Investment Officer may invest cash in 100% guaranteed securities of the United States Government or, securities of the following United States Government Agencies; Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; securities of the State of Texas, or deposits in other financial institutions provided such are fully collateralized in accordance with law.

04.11

Investments of Local Funds of Texas Tech University

- (5) The Investment Officer shall have the authority to sell the securities owned or controlled by the University provided that there is a significant material advantage to be gained by the transaction and that it is in compliance with Federal and State law, University policy, and the investment plan.
- (56) This policy does not preclude acceptance and retention of non-guaranteed securities as gifts to the institution. The Investment Officer shall manage and safeguard such securities in their original form, but upon partial or total disposition must invest the proceeds in accordance with this policy.
- (67) The Investment Officer shall have the authority to delegate to other institution employees the authority to deposit, withdraw, invest, transfer or otherwise manage local funds provided such written authority is filed with the President and Secretary of this Board.
- (78) The Investment Officer shall at ~~the first meeting of this Board~~ following the beginning of each fiscal year present to the Board a report of the investments of the institution during the preceding fiscal year. The report will summarize all investment activity for the year along with total investment income and annual investment rate of return. The Board of Regents of Texas Tech University designates the Vice President for Fiscal Affairs as Investment Officer.

Board Minutes
January 19, 1990
Attachment No. M6
Item M82

To sign and/or countersign cashier's checks drawn on Texas Tech University's Cashier's Account in the American State Bank, Lubbock, Texas, effective January 19, 1990, and to continue until such time as she is separated from Texas Tech University or assigned other responsibilities.

Employees who may countersign only:

Melissa McMahan, Accountant.

IX. Motorcycles, Mopeds and Bicycles

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,] a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208, for failing to comply with the Official Texas Motor Vehicle Laws and these Regulations.

X. Rules and Regulations

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. All violations as set forth above may be adjudicated in [Municipal Court, -10th Street and Avenue J, -Lubbock, -Texas,] a court of competent jurisdiction as provided in the Texas Education Code, Article 51.208.

XI. Resolving Citations

- 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 citations 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 service at Texas Tech University and Texas Tech University Health Sciences Center. Parking and other restricted services will be restored when all overdue citations have been resolved. At the discretion of the University or the Health Sciences Center, overdue citations may be adjudicated in a court of competent jurisdiction in accordance with Article 51.208 of the Texas Education Code.

Completion Dates and Contracts

- a. To record March 22, 1989, as the completion date for the Jones Stadium - athletic office expansion, Phase I.
- b. To record September 5, 1989, as the completion date for the Jones Stadium - athletic office expansion, Phase II.
- c. To record the contract with Depauw Construction Inc. in the amount of \$81,328.00 dated November 27, 1989, for the Pantex - rifle range.
- d. To record the contract with Hunter Construction in the amount of \$74,897.00 dated November 17, 1989, for the Housing - University Center food service.

PROVOST'S REPORT

Thank you, Mr. Chairman. The spring enrollment figures are not yet complete, but I thought you would be interested in an update of where we are relative to spring, 1989. Total registration to date is 22,910. This compares to 22,553 at this time in 1989. These figures do not represent the final enrollment count, which will include continued late registration, off-campus extension courses, and other adjustments which will take place through the 12th class day (January 30). We expect that the final count will be near or slightly above 23,000 students which would reflect an increase in spring enrollment comparable to the increase in the fall.

Another item of some significance that I think will be of interest to the Board is the performance of Texas Tech students on the Texas Academic Skills Program test. As you know, beginning in the fall of this year, all freshmen are required to take this test which they must pass before being allowed to register for upper division courses. The test includes basic skills in reading, writing, and mathematics. Results to date, show that of those students taking the test this year, slightly more than 84% of Texas Tech students passed compared to a statewide average of slightly less than 72%. These figures include results for 3,054 students who took the test and subsequently enrolled at Texas Tech. Breaking the total into subtotals for ethnic groups reflects the need for emphasis on minority education, but here again, the Texas Tech average was well above that for the state for Anglo students:

	TEXAS TECH	STATEWIDE
Anglo	86.9	79.4
Black	58.0	46.7
Hispanic	72.8	59.0

Since this was the first group taking the test, we have no prior data for comparison, but I think we can be pleased---not satisfied, but pleased---with the results thus far.

I'd like to move now to a brief report on the status of the Pyramid Plaza. On March 4, 1989, Texas Tech University became the owner of the Pyramid Plaza through the generosity of Ross Perot. The facility contains nearly 93,000 sq. ft. of rentable space. Since that time, the University has increased the net tenancy by over 23% to a present day total of 67,000 sq. ft. and 71% occupancy. The present mix of tenants includes accountants, engineers, financial consultants, etc. In September, Pyramid Plaza added a division of Furr's Inc., to its list of tenants, as well as a small division of Texas Tech University Continuing Education. In December, 3/4 of the previously vacant 6th floor was rented to Autodiner with an option on the remaining quarter. Autodiner is a new industry in Lubbock with headquarters in Pyramid Plaza and manufacturing elsewhere in the city. Autodiner manufactures and franchises fried food vending machines.

Prospects are good for increasing tenancy in the remaining 26,000 sq. ft. which comprises the majority of the shell or unimproved space. Those prospects include select agencies of the state of Texas, Texas Tech University Health Sciences Center clinics and divisions of Texas Tech University Continuing Education. Considering the costs of tenant improvements, tax burden, and routine maintenance and administration, Pyramid Plaza has proven to a profitable venture.

On another matter, I want to mention to the Board that we are continuing our efforts to develop international programs and curricula. The latest example of which is the program you approved today in Russian Language and Area Studies. I plan to provide a more detailed update of our international efforts at your meeting in March. Meanwhile, you may be interested to know that the Commissioner's Advisory Committee on International Issues chaired by Bill Mobley, President of Texas A&M University, will be meeting on the Texas Tech campus February 1 and 2. Dean Carl Stem is our representative on this committee.

Finally, I want to discuss briefly a change in format regarding Commencement. Beginning with our Commencement this spring on May 12, we will have only one general convocation followed by individual ceremonies in each of the colleges. The all-university ceremony will include a welcome from the Board of Regents, an address from a distinguished commencement speaker, hooding of doctoral candidates, conferring of degrees enmasse, and the charge from the President. Individual diplomas will be awarded at the college ceremonies. We think this change will personalize the ceremony a bit more for students and parents, and at the same time, reduce the residence time for all of us on the platform at the general convocation. We hope each of you can attend both the University and a college ceremony of your choice on May 12.

Mr. Chairman, this concludes my report.

TEXAS TECH UNIVERSITY
Lubbock, Texas

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TEXAS TECH UNIVERSITY
Lubbock, Texas

1. For Information Only: Professorial Appointments
December, 1989 through February, 1990

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Day, John J. Professor and Chairperson	Petroleum Engineering	01/16/90-08/31/90
Dornier, Lanie A. Assistant Professor	Health, Physical Education & Recreation	01/16/90-05/31/90
Cagli, Ugur Visiting Assistant Professor	Business Administration - Marketing	01/16/90-05/31/90

TEXAS TECH UNIVERSITY
Lubbock, Texas

2. For Information Only: Professorial
Resignations and/or Terminations
December, 1989 through February, 1990

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
*Koeppel, David Professor	Plant & Soil Science	12/03/89

*Deceased

TEXAS TECH UNIVERSITY

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

3. OCTOBER 1, 1989 THROUGH NOVEMBER 30, 1989

Project Activity	Amount	Source of Funds
Role of Heat Shock Proteins In Heritable Thermal Tolerance in Wheat	\$ 135,205	U.S. Department of Agriculture Agreement
Improving Small Ruminant Nutrition Management and Production through Range and Forage	\$ 150,000	Agency for International Development (AID)
Laboratory Investigation of Cyclic Vertical Water Table Modulation for Enhancement of In-situ Aerobic Biodegradation	\$ 116,794	U.S. Environmental Protection Agency
Project LATON - Year 24	\$ 379,931	Department of Health and Human Services
Small Business Development Center	\$ 482,040	U.S. Small Business Administration
Resource Coordination Program	\$ 126,444	Department of Health and Human Services
TOTAL	<u>\$1,390,414</u>	

Texas Tech University
Report of Official Travel
Cumulative by Fiscal Quarter
Fiscal Year 1990

4.

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

	This Year Quarter <u>I</u>	Last Year Quarter <u>I</u>
(a) Commercial Airfare	\$ 296,299.76	\$ 339,940.81
(b) Personal Auto Mileage	25,901.81	33,910.55
(c) Automobile Rental	29,744.03	45,443.80
(d) Per diem (In-State)	86,469.45	79,267.32
(e) Meals and Lodging (Out-of-State)	115,634.99	166,877.62
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>357,318.08</u>	<u>397,842.85</u>
Totals	<u>\$ 911,368.12</u>	<u>\$ 1,063,282.95</u>

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

	<u>Percent of Total Travel Cost</u>			
	<u>In-State</u>	<u>Out-of- State</u>	<u>Out-of- Country</u>	<u>Total</u>
(a) To present an original research paper	.63	8.34	3.29	12.26
(b) Required for research project	.60	1.10	1.35	3.05
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	27.45	38.72	3.51	69.68
(d) To perform official business and duties	9.71	2.82	.37	12.90
(e) Multi-purpose meeting/ paper	<u>.31</u>	<u>1.24</u>	<u>.56</u>	<u>2.11</u>
Totals	<u>38.70</u>	<u>52.22</u>	<u>9.08</u>	<u>100.00</u>

Texas Tech University
Report of Official Travel
Page 2

III. Cities traveled to and number of trips (1646) for the purposes shown in Section II and for Quarter I.

- (a) In-State : Amarillo (55), Austin (172), Corpus Christi (10), Dallas/Fort Worth (184), El Paso (23), Houston (83), Midland/Odessa (31), San Antonio (96), West Texas Area (155), Others (185).
- (b) Out-of-State : Albuquerque (35), Chicago (24), Los Angeles (5), New Orleans (37), New York (11), San Francisco (11), Washington, D.C. (47), Others (432).
- (c) Out-of-Country: Wurzburg, Germany (1); San Juan, Puerto Rico (2); Venice, Italy (1); Paris, France (1); Bath, England (1); Saarbrucken, West Germany (1); Chihuahua, Mexico (2); Gatwick, England (1); St. Andrews, Scotland (2); Lahore, Pakistan (1); Vancouver, Canada (2); Toronto, Canada (5); Frankfurt, Germany (1); London, England (3); Trondheim, Norway (1); Taipei, Taiwan (1); Edinburg, Scotland (4); Dortmund, Germany (1); Canterbury, England (3); Aachen, West Germany (1); Wroclaw, Poland (1); Sydney, Austrailia (1); Sendai, Japan (2); Monterrey, Mexico (2); Guanajuato, Mexico (1); Thessaloniki, Greece (1); Ottawa, Canada (1); Montreal, Canada (1); Wageningen, The Netherlands (1); The Hague, Netherlands (2); Nice, France (1); Campo Grande, Brazil (1).

BGR Architects + Engineers - Central Foods Freezer Renovation

5. a. The following Contract No. 90-914 with BGR Architects + Engineers as project architects for the Central Foods Freezer Renovation is entered for informational purposes. Execution of this contract was approved in the Minutes of the October 7, 1989, meeting, Item M20.

ARCHITECTURAL SERVICES

Contract No. 90-914
Account Number: 3702-42-1398

AGREEMENT

made this the 6th day of November in the year Nineteen Hundred Eighty Nine

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs, and BGR Architects + Engineers, Lubbock, Texas.

A. SCOPE OF THE WORK

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

Central Foods Freezer Renovation (FP&C 89-24)

B. BASIC SERVICES

The Architect shall provide professional services as follows:

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

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

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

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal Data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Architect will authorize additional work for the Contractor only upon written approval by the University.

Make periodic visits to the site to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

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

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

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
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.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Architect's latest Statement of probable Construction Cost.

ALTERNATES

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

E. COMPENSATION AND PAYMENT

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

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

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

F. ADDITIONAL SERVICES

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

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

1. Direct Personnel Expense

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

Direct personnel expense shall be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

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

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

G. CONSULTANTS

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

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ACCOUNTING RECORDS

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

K. TERMINATION OF AGREEMENT

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

BGR Architects + Engineers
2118 34th Street
Lubbock, Texas 79411

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

Director of Facility Planning and Construction
Texas Tech University
P. O. Box 4520
Lubbock, Texas 79409-2014

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

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

L. OWNERSHIP OF DOCUMENTS

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

M. SUCCESSORS AND ASSIGNS

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

N. ASSIGNMENT

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

O. EXTENT OF AGREEMENT

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

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

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

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

Venue shall be in Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

ARCHITECT
BGR ARCHITECTS + ENGINEERS

BY: /s/ Don E. Cosby
Don E. Cosby, Vice President
for Fiscal Affairs

BY: /s/ S. M. Briggs

Date: 11-10-89

Date: 11/17/89

REVIEWED FOR FORM

/s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel

Date: 11/9/89

Bailey Boiler Works Inc. - Interconnect between Central Heating and Cooling Plant I and Lubbock Power and Light Cogeneration Facility

5. b. The following Contract No. 90-907 with Bailey Boiler Works, Inc., in the amount of \$379,800 for construction of the interconnect between Central Heating and Cooling Plant I and Lubbock Power and Light Cogeneration Facility is entered for informational purposes. Execution of this contract was approved in the Minutes of the October 7, 1989, meeting, Item M14.

CONSTRUCTION SERVICES

Contract No. 90-907
Account Number 3702-45-8147th

AGREEMENT

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

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Bailey Boiler Works, Inc., Lubbock, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Central Heating and Cooling Plant I - Cogeneration Interconnection.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Three Hundred Seventy-Nine Thousand Eight Hundred Dollars and No/100, includes Alternate No. 1

(Written Amount)

\$379,800

(Figures)

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed by April 30, 1990.

The Contractor further agrees to pay, as liquidated damages, the sum of \$125.00 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

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

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

Venue shall be in Lubbock County, Texas.

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

OWNER
TEXAS TECH UNIVERSITY

By: /s/ Robert W. Lawless
Robert W. Lawless, Ph.D.
President
Date: 10-24-89

CONTRACTOR
BAILEY BOILER WORKS, INC.

By: /s/ Denzil Bailey
Date: 10-31-89

REVIEWED FOR FISCAL IMPLICATIONS

By: /s/ Don E. Cosby
Don E. Cosby, Vice President
for Fiscal Affairs
Date: 10-23-89

REVIEWED FOR FORM

By: /s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel
Date: 10-23-89

Fanning, Fanning & Associates, Inc. - Central Heating and Cooling Plant I Repair and Renovation of Cooling Towers

5. c. The following Contract No. 90-913 with Fanning, Fanning & Associates, Inc. as project engineers for the repair and renovation of cooling towers in Central Heating and Cooling Plant I is entered for informational purposes. Execution of this contract was approved in the Minutes of the October 7, 1989, meeting, Item M23.

ENGINEERING SERVICES

Contract No. 90-913
Account Number: 3702-45-2071

AGREEMENT

made this the 6th day of November in the year Nineteen Hundred Eighty Nine

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Don E. Cosby, Vice President for Fiscal Affairs, and Fanning, Fanning & Associates, Inc., Lubbock, Texas.

A. SCOPE OF THE WORK

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

CHACP I - Repair and Renovation of Cooling Towers

B. BASIC SERVICES

The Engineer shall provide professional services as follows:

1. Consult with the Owner to ascertain the requirements of the Project and confirm such requirements to the Owner.
2. Prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and the relationship of project components for approval of the Owner and submit to the Owner a statement of probable construction cost.
3. When applicable for the purpose of preparing grant applications, furnish sufficient detail and information to satisfy the requirements of federal, state, county and private funding agencies.
4. Prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire

Project as to materials, structure, mechanical and electrical systems and such other essentials as may be appropriate and submit to the Owner a further Statement of Probable Construction Cost.

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

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

6. Following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, assist the Owner in obtaining bids or negotiated proposals, and in awarding construction contracts.
7. Provide general administration of the Construction Contract and be the Owner's representative during construction and warranty period. Review contract submittal Data and advise and consult with the Owner concerning same. Issue the Owner's instructions to the Contractor. Engineer will authorize additional work for the Contractor only upon written approval by the University.

Make periodic visits to the site to maintain familiarity with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with Contract Documents.

8. Based on observations at the site and on the Contractor's applications for payment, determine the amount owed to the Contractor and approve Certificates for Payment in these amounts, subject to the conditions of the Contract Documents.
9. Furnish copies of Schematic Design Studies, Design Development drawings and Contract Documents in quantities as required by the Owner.
10. Furnish two (2) complete sets of "As Built" Working Drawings reproduced, and one (1) set of reproducible four (4) mil photographic process black line Mylar film prints showing significant changes made during construction process.
11. Provide design compliance with Senate Bill No. 111, Article 678, Chapter 324 Vernon's Civil Statutes, as amended and with any and all federal government handicapped requirements.

C. THE OWNER'S RESPONSIBILITIES

1. The Owner may furnish such structural, mechanical, electrical, chemical and other laboratory test, inspections and reports as he may deem necessary. A complete survey of the site and utilities serving it, soil analysis and a program of the work, outlining in detail the space requirements and their general relationship will be provided as required by the project.

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

D. CONSTRUCTION COST AND ALTERNATE DEFINITIONS

CONSTRUCTION COST

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

1. For completed construction, the total cost to the Owner of such work.
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.
3. For work for which bids are not received, (1) the latest Detailed Cost Estimate or (2) the Engineer's latest Statement of Probable Construction Cost.

ALTERNATES

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

E. COMPENSATION AND PAYMENT

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

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

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

F. ADDITIONAL SERVICES

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

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

1. Direct Personnel Expense

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

Direct personnel expense shall be based on an amount of 2.5 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee benefits, insurance, holidays, vacations, pensions and similar benefits.

2. Reimbursable Expenses

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

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

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 Engineer shall be the Engineer's expense; however, the Owner reserves the right to approve such consultants and the conditions of their employment. It is further understood that the Owner may retain consultants and that the expense for the same shall be borne by the Owner.

H. CONTINUING SERVICES

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

I. NONDISCRIMINATION IN EMPLOYMENT

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

J. ACCOUNTING RECORDS

Records of the Engineer'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:

Jack F. Roberts, P.E., Vice President
Fanning, Fanning & Associates, Inc.
2555 74th Street
Lubbock, Texas 79423

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

Director of Building Maintenance & Utilities
Texas Tech University
P. O. Box 4219
Lubbock, Texas 79409-3142

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

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

L. OWNERSHIP OF DOCUMENTS

Original Drawings and Specifications as instruments of service are, and shall remain, the property of the Engineer 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 Engineer in respect to all stipulations, terms, and covenants of this Agreement; and likewise, the Engineer 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 Engineer 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 Engineer 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 Engineer.

P. APPLICABLE LAW

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

Q. DESIGNATION OF REPRESENTATIVE

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

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

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

BY: /s/ Don E. Cosby
Don E. Cosby, Vice President
for Fiscal Affairs

Date: 11-10-89

REVIEWED FOR FORM

/s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel
Date: 11/9/89

ENGINEER

FANNING, FANNING & ASSOCIATES

BY: /s/ Jack T. Roberts P.E.V.P.

Date: 11/14/1989

Montgomery Elevator Company - Business Administration Tower Elevator Controls

5. d. The following Amendment No. 1 to Contract No. 89-856, Montgomery Elevator Company for Business Administration Tower Elevator Controls is entered for informational purposes. The contract was entered in the Minutes of January 17, 1989, Item 5.d., pg. 20.

Amendment No. 1 to Contract #89-856
BA Tower Elevator Controls (FP&C 88-13)

The Agreement between Montgomery Elevator Company, Dallas, Texas, and Texas Tech University, Lubbock, Texas, dated October 28, 1988, is amended as follows:

Add spring-loaded roller guides and realign the hoistway guide rails in Elevators #1 and #2.

Increase contract sum by \$7,076. The new contract sum shall be \$127,075.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this 22nd day of September, 1989.

MONTGOMERY ELEVATOR COMPANY

TEXAS TECH UNIVERSITY

By

RICHARD J. RILEY, VICE PRESIDENT
SERVICE SALES MANAGER

By

Robert W. Lawless, President

Date NOV 14 1989

Date 10-3-89

REVIEWED FOR FISCAL IMPLICATIONS

By

Don E. Cosby, Vice President
for Fiscal Affairs

REVIEWED FOR FORM

By

Pat Campbell, Vice President
and General Counsel

Row-Wall Electric - Central Heating and Cooling Plant II Emergency Power
Connection for Boiler Equipment

5. e. The following Contract No. 90-908 with Row-Wall Electric in the amount of \$203,000 to connect boiler auxiliary equipment in Central Heating and Cooling Plant II to the emergency generator is entered for informational purposes. Execution of this contract was approved in the Minutes of the October 7, 1989, meeting, Item M18.

CONSTRUCTION SERVICES

Contract No. 90-908
Account Number 0486-45-2206th

AGREEMENT

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

BY AND BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Robert W. Lawless, President, and Row-Wall Electric, Lubbock, Texas.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for Central Heating and Cooling Plant II emergency power connection for boiler equipment.

ARTICLE 2

CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, as provided in the Conditions of the Contract, in current funds, the Contract Sum of Two Hundred Three Thousand Dollars and No/100, includes Alternate No. 1

(Written Amount)

\$203,000

(Figures)

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or after a date to be specified in a written "Notice to Proceed" from the Owner and completed in 300 consecutive calendar days.

The Contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day after date shown in Notice to Proceed.

ARTICLE 4

PROGRESS PAYMENTS

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

Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the Work performed during the preceding calendar month under this Contract; but to insure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all Work covered by this Contract: Provided that the Owner, at any time after fifty percent (50%) of the Work has been completed, finds that satisfactory progress is being made, may make any of the remaining progress payments in full; and, provided further, that upon completion and acceptance of each separate building, public work or other division of the Contract on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon less authorized deductions. It shall be the Owner's option that upon "substantial completion" of the entire Work, he may increase the total payments to ninety-five percent (95%) of the Contract price provided satisfactory evidence is furnished that all payrolls, material bills and other indebtedness connected with the Work have been paid.

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

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Contractor and approved by the Engineer.

ARTICLE 5

THE CONTRACT DOCUMENTS

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

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

ARTICLE 6

PAYMENT AND PERFORMANCE BONDS

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

ARTICLE 7

OWNER'S REPRESENTATIVE

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

Venue shall be in Lubbock County, Texas.

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

OWNER

TEXAS TECH UNIVERSITY

By: /s/ Robert W. Lawless
Robert W. Lawless, Ph.D.
President

Date: 10-24-89

CONTRACTOR

ROW-WALL ELECTRIC

By: /s/ Lynn B. Rowan

Date: 10-30-89

REVIEWED FOR FISCAL IMPLICATIONS

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

Date: 10-23-89

REVIEWED FOR FORM

By: /s/ Pat Campbell
Pat Campbell, Vice President
and General Counsel

Date: 10-23-89

6. a.

SUMMARY
November, 1989

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

Texas Tech University Health Sciences Center
Texas Tech Medical Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
November, 1989	575	\$148,448.43	87	\$199,837.12	5	\$72,035.80	667	\$420,321.35
November, 1988	588	\$530,989.82	73	\$84,861.45	1	\$447,665.30	662	\$1,063,516.57
CUMULATIVE:								
September 1, 1989 Through								
November 30, 1989	3192	\$1,735,313.16	379	\$451,341.11	12	\$96,538.30	3583	\$2,283,192.57
September 1, 1988 Through								
November 30, 1988	1574	\$1,335,626.12	419	\$153,864.84	7	\$1,336,582.30	2000	\$2,826,073.26

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

6. b.

SUMMARY
November, 1989

Texas Tech University
Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
November, 1989	501	\$132,433.43	83	\$198,457.12	4	\$71,612.30	588	\$402,502.85
November, 1988	542	\$257,142.48	52	\$79,102.45	0	\$0.00	594	\$336,244.93
CUMULATIVE:								
September 1, 1989 Through								
November 30, 1989	2969	\$1,470,545.88	351	\$435,113.11	10	\$82,114.80	3330	\$1,987,773.79
September 1, 1988 Through								
November 30, 1988	1463	\$996,348.92	360	\$131,682.88	5	\$13,917.00	1828	\$1,141,948.80

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

6. c.

SUMMARY
NOVEMBER, 1989

Texas Tech University
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
November, 1989	407	\$77,153.43	55	\$100,003.12	0	\$0.00	462	\$177,156.55
November, 1988	315	\$61,324.18	34	\$34,635.00	0	\$0.00	349	\$95,959.18
CUMULATIVE:								
September 1, 1989 Through November 30, 1989	2371	\$1,114,290.02	132	\$161,193.48	6	\$10,502.50	2509	\$1,285,986.00
September 1, 1988 Through November 30, 1988	1081	\$547,800.63	109	\$55,123.15	5	\$13,917.00	1195	\$616,840.78

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University
Prepared December 7, 1989

November
Month

1988-89
Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$18,200.34	\$56,011.59	\$0.00
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	\$18,200.34	\$56,011.59	\$0.00
2. NON-ALUMNI INDIVIDUALS			
A. General	\$22,405.79	\$164,840.86	\$144,493.82
B. Trusts & Bequests	50.00	16,298.07	198,005.50
Sub Total	\$22,455.79	\$181,138.93	\$342,499.32
3. CORPORATIONS			
A. Grants	\$138,496.72	\$931,192.67	\$134,937.46
B. Matching Gifts	2,894.00	8,784.00	14,345.00
Sub Total	\$141,390.72	\$939,976.67	\$149,289.46
4. FOUNDATIONS			
A. Grants	\$73,891.00	\$173,909.00	\$98,895.00
B. Matching Gifts	3,836.00	15,317.11	18,149.00
Sub Total	\$77,727.00	\$189,226.11	\$117,044.00
5. OTHER	\$0.00	\$2,250.00	\$8,015.00
GRAND TOTAL ALL RECEIPTS	\$259,773.85	\$1,368,603.30	\$616,840.78

Texas Tech University

MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE

November, 1989

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	100.00	1,100.00
2. Academic Divisions	53,286.56	370,924.04
3. Faculty Development	0	100.00
4. Research	516.67	11,113.67
5 a. Friends of the Library	235.00	2,042.50
b. KTXT-TV	2,053.00	6,518.00
c. Ex-Students Association	4,786.00	13,083.50
d. Southwest Collection	0	0
e. Museum	0	3,591.21
f. Ranching Heritage Center	309.95	784.25
g. Red Raider Club	0	250.00
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	0	0
6. Student Financial Aid	10,464.25	668,402.15
7. Other Purposes	9,677.00	11,613.32
8. Matching Gifts	6,730.00	24,151.11
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	0
c. Endowed Scholarships	99,903.12	160,285.48
d. Endowed Programs	100.00	908.00
10a. GIK Equipment	829.90	6,477.40
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	70,782.40	75,637.40
<u>Subtotal:</u>	\$259,773.85	\$1,283,557.20
11. Rents, Interest, Dividends, etc.	0	11,621.27
<u>TOTAL:</u>	\$259,773.85	\$1,368,603.30

6. d.

SUMMARY
November, 1989

Texas Tech University Foundation
Grants and Bequests

REPORTING PERIOD	SUPPORT FOR CURRENT OPERATIONS		SUPPORT FOR CAPITAL PURPOSES ENDOWMENT		SUPPORT FOR *CAPITAL PURPOSES GIFTS-IN-KIND		GRAND TOTAL	
	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED	DONORS	AMOUNT RECEIVED
November, 1989	98	\$44,275.00	28	\$98,454.00	0	\$0.00	126	\$142,729.00
November, 1988	227	\$195,818.30	18	\$44,467.45	0	\$0.00	245	\$240,285.75
CUMULATIVE:								
September 1, 1989 Through November 30, 1989	602	\$345,250.86	219	\$273,919.63	0	\$0.00	821	\$619,170.49
September 1, 1988 Through November 31, 1988	382	\$448,548.29	251	\$76,559.73	0	\$0.00	633	\$525,108.02

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

MONTHLY AND CUMULATIVE
VOLUNTARY SUPPORT BY SOURCE

Texas Tech University Foundation
Prepared December 7, 1989

November
Month

1988-89
Fiscal Year

<u>SOURCE</u>	<u>RECEIPTS FOR MONTH</u>	<u>RECEIPTS TO DATE THIS FISCAL YEAR</u>	<u>RECEIPTS TO DATE LAST FISCAL YEAR</u>
1. ALUMNI INDIVIDUALS			
A. General	\$1,750.00	\$6,195.00	\$0.00
B. Trusts & Bequests	0.00	0.00	0.00
Sub Total	\$1,750.00	\$6,195.00	\$0.00
2. NON-ALUMNI INDIVIDUALS			
A. General	\$13,785.00	\$150,862.13	\$170,350.84
B. Trusts & Bequests	45.00	245.00	0.00
Sub Total	\$13,830.00	\$151,107.13	\$170,350.84
3. CORPORATIONS			
A. Grants	\$70,562.00	\$191,760.60	\$139,350.18
B. Matching Gifts	425.00	3,057.00	4,014.00
Sub Total	\$70,987.00	\$194,817.60	\$143,364.18
4. FOUNDATIONS			
A. Grants	\$49,087.00	\$242,012.00	\$207,754.00
B. Matching Gifts	7,075.00	20,145.00	3,639.00
Sub Total	\$56,162.00	\$262,157.00	\$211,393.00
5. OTHER	\$0.00	\$4,893.76	\$0.00
GRAND TOTAL ALL RECEIPTS	\$142,729.00	\$619,170.49	\$525,108.02

Texas Tech University Foundation
MONTHLY AND CUMULATIVE VOLUNTARY SUPPORT BY SOURCE
November, 1989

<u>PURPOSE</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>
1. Unrestricted	10.00	30.00
2. Academic Divisions	1,990.00	221,982.72
3. Faculty Development	0	0
4. Research	10,000.00	25,575.71
5 a. Friends of the Library	485.00	3,595.00
b. KTXT-TV	0	0
c. Ex-Students Association	0	65.00
d. Southwest Collection	50.00	2,050.00
e. Museum	0	0
f. Ranching Heritage Center	0	0
g. Red Raider Club	0	0
h. Moms and Dads Association	0	0
i. Law School Foundation	0	0
j. Presidents Council	15,710.00	35,756.00
6. Student Financial Aid	130.00	17,154.43
7. Other Purposes	8,400.00	13,750.00
8. Matching Gifts	7,500.00	25,292.00
9 a. Endowment Chairs	0	0
b. Endowed Professorships	0	55,650.00
c. Endowed Scholarships	66,857.00	177,156.63
d. Endowed Programs	31,597.00	41,113.00
10a. GIK Equipment	0	0
b. GIK Buildings	0	0
c. GIK Land	0	0
d. GIK Mineral Interests	0	0
e. GIK Other	0	0
<u>Subtotal:</u>	\$142,729.00	\$619,170.49
11. Rents, Interest, Dividends, etc.	40,880.90	57,959.05
<u>TOTAL:</u>	\$183,609.90	\$677,129.54

7. Commencement Program - December 16, 1989