

TEXAS TECH UNIVERSITY

LUBBOCK, TEXAS

MINUTES OF BOARD OF REGENTS MEETINGS

1988 - 1989

VOLUME I

# BOARD OF REGENTS MEETING

November 4, 1988

TEXAS TECH UNIVERSITY

Lubbock, Texas

Minutes

Board of Regents  
November 4, 1988

M36. The Board of Regents of Texas Tech University met in regular session at 9:43 a.m. on Friday, November 4, 1988, at the Texas Tech Regional Academic Health Center in El Paso. The following Regents were present: Mr. Wendell Mayes, Jr., Chairman, Mr. Wesley W. Masters, Vice Chairman, Mr. J. Fred Bucy, Mr. Rex Fuller, Mr. J. L. Gulley, Jr., Mr. Carey Hobbs, Mr. Larry D. Johnson, and Dr. Wm. Gordon McGee. Regent Jerry Ford was absent. Officials and staff present were: Dr. Elizabeth G. Haley, Interim President, Mr. Clyde J. Morganti, Executive Assistant to the President, Office of the President; Dr. Donald R. Haragan, Executive Vice President and Provost; Dr. Eugene E. Payne, Vice President, Mrs. Lisa Bradway, Assistant Vice President, Office of Finance and Administration; Dr. Robert H. Ewalt, Vice President, Office of Student Affairs; Dr. Colette Murray, Vice President, Office of Development; Mrs. Betty DeWitt, Associate General Counsel, Office of General Counsel; Mr. Mike Sanders, Director, Ms. Martha Brown, Associate Director, Office of Public Affairs; Mr. Robert L. Bray, Director, Office of Planning; Mr. Joe Sanders, Director, Office of News and Publications; Ms. Debra Wood, Director, Internal Audit; Dr. Bernhard T. Mittermeyer, Executive Vice President and Provost, Health Sciences Center; Mr. Elmo Cayin, Jr., Vice President, Ms. Molly White, Executive Assistant, Office of Fiscal Affairs, Health Sciences Center; Mr. Tom Richmond, Assistant Vice President for Computing and Communication; Dr. Thomas G. Newman, Assistant Vice President, Office of Academic Affairs and Research; Dr. Joe Brown, Associate Dean, Ms. Dianne Munoz, Office of Associate Dean, Mr. Jim Hastings, Manager, Ms. Irma Bejar, Office of University News and Publications, Ms. Maria Elena Flood, Project Director of Health Organization Management/Area Health Education; Texas Tech Regional Academic Health Center at El Paso; Dr. Shirley McManigal, Dean, School of Allied Health, Health Sciences Center; and Mrs. Freda Pierce, Secretary of the Board.

Also present was Mr. Jim Barlow, Lubbock Avalanche-Journal.

M37. Chairman Mayes called the meeting to order. Upon motion made by Mr. Fuller, seconded by Dr. McGee, the Minutes of the special meeting of September 2, 1988, and the regular meeting of September 23, 1988, were approved.

M38. Mr. Masters reported for the Academic and Student Affairs Committee. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follows: (a) Leaves of Absence as attached, Attachment No. M1; (b) Conferral of degrees at the December 17, 1988, Commencement; (c) Establishment of the Center for the Study of Addictions.

M39. Mr. Fuller reported for the Finance and Administration Committee. The following three items (M40 through M42) constitute action taken upon committee recommendation.

M40. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the attached budget adjustments for the period August 1, 1988, to August 31, 1988; Attachment No. M2.

M41. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents approves the contract to Bob Jordan Amusement Company to provide electronic game machines and service to the University Center for the period January 1, 1989, to December 31, 1991, and authorizes the President to sign the contract.

M42. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions as follow: (a) To approve official travel reimbursement, Attachment No. M3; (b) For approval and payment of accounts, Attachment No. M4; (c) To commission peace officers, Attachment No. M5.

M43. Mr. Fuller reported for the Campus and Building Committee. The following eight items (M44 through M51) constitute action taken upon committee recommendation.

M44. Upon motion made by Mr. Fuller, seconded by Mr. Bucy, the Board approved the following: RESOLVED, that the Vice Chairman of the Board is authorized to approve construction contracts designating approval of the Chairman when the Chairman is unavailable.

M45. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the President is authorized to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for the Science Building renovation asbestos abatement.

M46. Upon motion made by Mr. Fuller, 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 Jones Stadium athletic office expansion, Phase II. BE IT FURTHER RESOLVED, that the project budget is reestablished at \$1,453,000.

M47. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the President is authorized to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, for Phase I renovation of the holding tanks at Central Heating and Cooling Plant #1.

M48. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves the schematic

design and authorizes the President to proceed with contract documents and the receipt of bids to construct a Mechanical Engineering experimental hydrodynamics test facility.

M49. Upon motion made by Mr. Fuller, seconded by Dr. McGee, the following was approved: RESOLVED, that the President is authorized to award a construction contract, with concurrence of the Chairman of the Board and the Chairman of the Campus and Building Committee, to repair the Library roof. BE IT FURTHER RESOLVED, that the total project budget is reestablished at \$885,000.

M50. Upon motion made by Mr. Fuller, seconded by Mr. Masters, the following was approved: RESOLVED, that the Board of Regents approves naming Room 226 in the Electrical Engineering Building the "R. H. Seacat, Jr., Lecture Room."

M51. Upon motion made by Mr. Fuller, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents ratifies administrative actions to record August 24, 1988, as completion date for the Meats Laboratory renovation.

M52. Mr. Bucy made the following report for the Development Committee: "This is the first report for the 1988-89 fiscal year and the summary sheet that was handed out to you indicated that on September 30, 1988, there was a total of \$474,810.34 in receipted gifts and grants for Texas Tech University and Texas Tech University Foundation. In addition, I can report the total giving through October 31, 1988, is \$792,520.53.

The Office of Development has set a combined fund raising goal for both institutions for fiscal year 1988-89 of \$8,000,000. As of October 31, 1988, the total for both institutions is \$1,749,373.30 which is 21.867% of goal."

M53. Mr. Bucy reported for the Research Committee. The two following items (M54 and M55) constitute action taken upon committee recommendation.

M54. Upon motion made by Mr. Bucy, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents approves the reappointment of Dr. Bill Yee to the Board of Directors of the Texas Tech University and Health Sciences Center Research Foundation.

M55. Upon motion made by Mr. Bucy, seconded by Mr. Gulley, the following was approved: RESOLVED, that the Board of Regents hereby changes the name of the "Texas Tech University and Health Sciences Center Research Foundation" to the "Texas Tech Research Foundation."

M56. Mr. Masters reported for the Committee of the Whole. The following five items (M57 through M61) constitute action taken upon committee recommendation.

M57. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves the name change of Office of Public Affairs to Office of Governmental Relations and the Director position be changed to Vice President.

M58. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was approved: RESOLVED, that the Board of Regents approves the rank of vice president for the position of General Counsel and change in title of the General Counsel to Vice President and General Counsel.

M59. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was unanimously approved: RESOLVED, that the newly elected Chairman and Vice Chairman of the Board take office on January 1 following the meeting at which they were elected and that the attached proposed amendment of the Rules and Regulations of the Board of Regents of Texas Tech University is approved to accomplish this action; Attachment No. M6.

M60. Upon motion made by Mr. Masters, seconded by Dr. McGee, the following was unanimously approved: RESOLVED, that the General Counsel functions under the administrative direction of the President in representing and advising the University and shall have access to the Board of Regents in order to bring any matter to the Board which, in the opinion of the General Counsel, could have a material impact on Texas Tech University. BE IT FURTHER RESOLVED, that the Board approves the attached policy statement for inclusion in the Board of Regents Policy Manual; Attachment No. M7.

M61. Upon motion made by Mr. Masters, seconded by Mr. Hobbs, the following was approved: RESOLVED, that the Board of Regents confers the status of President Emeritus upon Dr. Lauro F. Cavazos.

M62. Mr. Mayes called upon Mr. Johnson for the report of the Nominating Committee regarding the election of officers. Upon motion by Mr. Johnson, seconded by Dr. McGee, Mr. Mayes was nominated for reelection as Chairman, and Mr. Bucy as Vice Chairman. Mr. Mayes asked for the vote; a voice vote was taken, and there were no dissenting votes. Mr. Gulley stated that he did not vote. Mr. Gulley inquired concerning the Board Bylaws which state that a unanimous vote is required for reelection of the Chairman. Mr. Mayes explained that the Board Bylaws do require a unanimous vote. Subsequently Mr. Gulley voted against the motion. Mr. Mayes announced that the motion failed. Mr. Johnson then nominated Mr. Bucy as Chairman, and Dr. McGee as Vice Chairman. Mr. Gulley seconded the motion, and they were unanimously elected.

M63. Mr. Mayes then recognized Dr. Haley who expressed appreciation to our hosts at the Regional Academic Health Center in El Paso for their hospitality during the Board meeting. She also expressed gratitude to Mr. Mayes for his dedicated service as Chairman. Mr. Mayes also thanked the people of El Paso for making our meeting there so pleasant. There being no further business, the meeting adjourned.

(Mrs.) Freda Pierce, Secretary

Attachments (November 4, 1988)

- M1. Leaves of Absence; Item M38.
- M2. Budget Adjustments for August 1 to August 31, 1988; Item M40.
- M3. Delegation of Authority to Approve Official Travel Reimbursements; Item M42.
- M4. Delegation of Authority to Approve and Pay Accounts; Item M42.
- M5. To Commission Peace Officers; Item M42.
- M6. Policy 01.01 Amendment, Rules and Regulations of Board of Regents; Item M59.
- M7. Policy 01.11, Vice President and General Counsel Responsibility to the Board of Regents; Item M60.

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 November 4, 1988.

(Mrs.) Freda Pierce, Secretary

SEAL

November 4, 1988



Leaves of Absence

Approve leave of absence without pay for Dr. John K. Foley, Assistant Professor of Chemistry and Biochemistry, for the period October 1, 1988, to January 15, 1989, to return to England to complete process for obtaining permanent residency. Permanent residency must be obtained for Dr. Foley to continue teaching at Texas Tech.

Approve leave of absence without pay for Dr. Dorothy S. Becvar, Assistant Professor of Human Development and Family Studies, for the period January 15, 1989, to August 31, 1989. This leave is requested for recuperation from illness.

Approve leave of absence without pay for Dr. Raphael J. Becvar, Professor of Human Development and Family Studies, for the period January 15, 1989, to August 31, 1989. This leave is requested for family related reasons.

Approve leave of absence without pay for Dr. Barbara Gail House, Associate Professor of Merchandising, Environmental Design and Consumer Economics, for the period January 16, 1989, to January 15, 1990. This leave is requested in order that she may acquire administrative experience in a national organization as Executive Director of the American Home Economics Association, and to achieve additional national and international exposure in her professional field. This experience will enable her to explore opportunities of expanding potential national and international contacts in education, government and industry.



## TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (8/1/88 - 8/31/88)

Page 1

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>BOARD APPROVAL:</u>					
<u>EDUCATIONAL AND GENERAL FUNDS:</u>					
	Faculty Salaries	\$ 40,369	\$ 0	\$ 40,369	From unappropriated balance to meet faculty salary requirements.
	SUBTOTAL, EDUCATIONAL AND GENERAL FUNDS	\$ 40,369	\$ 0	\$ 40,369	
	TOTAL APPROVAL	\$ 40,369	\$ 0	\$ 40,369	
<u>BOARD RATIFICATION:</u>					
<u>DESIGNATED FUNDS:</u>					
AE3834	Extension Exam Fund	\$ 0	\$ 254,696	\$ 254,696	To budget additional income from greater than anticipated enrollment.
	SUBTOTAL, DESIGNATED FUNDS	\$ 0	\$ 254,696	\$ 254,696	

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Board Minutes  
November 4, 1988  
Attachment No. M2  
Item No. M40

## TEXAS TECH UNIVERSITY BUDGET ADJUSTMENTS (8/1/88 - 8/31/88)

Page 2

NO.	ACTIVITY	SOURCE OF FUNDS			REMARKS
		OTHER	INCOME	EXPENSE	
<u>AUXILIARY FUNDS:</u>					To increase budget for projected sales through August, 1988.
NE4345	Texas Tech Press	\$ 0	\$ 100,000	\$ 100,000	
	SUBTOTAL, AUXILIARY FUNDS	\$ 0	\$ 100,000	\$ 100,000	
	TOTAL RATIFICATION	\$ 0	\$ 354,696	\$ 354,696	
	TOTAL	\$ 40,369	\$ 354,696	\$ 395,065	
<u>SALARY INCREASES OF 10% OR MORE PER ANNUM-FY 89</u>		<u>CURRENT SALARY</u>	<u>NEW SALARY</u>	<u>% INCREASE</u>	
	Martha Jane Bradley, Secretary II, Chemistry	\$12,519	\$14,000	11.83%	Merit. (Current salary includes 9/1 Statutory)
	Donna Renae Rampy, Admin. Secretary, Civil Engineering	16,418	18,600	13.29%	Merit. (Current salary includes 9/1 Statutory)
	Sherry L. Herzog, Assistant Director, Internal Audit	34,370	39,000	13.47%	Merit. (Current salary includes 9/1 Statutory)
	Atila Ertas, Associate Professor, Mechanical Engineering	37,560	44,628	18.82%	3.06% Promotion; 15.76% Merit.

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Board Minutes  
November 4, 1988  
Attachment No. M2, pg. 2  
Item No. M40

- a. To approve official travel reimbursement from State appropriations and all other funds for officers and employees of Texas Tech University provided that the purpose of the travel and the reimbursement for such are in accordance with State travel regulations, other statutory requirements, or other action promulgated by this Board, effective November 4, 1988, and to continue until such time as they are separated from the University or assigned other responsibilities:

Connie F. Evans, Accountant.

- b. For approval and payment of all accounts covering expenditures for State-appropriated funds and all other University-controlled funds, effective November 4, 1988, and to continue until such time as they are separated from the University or assigned other responsibilities:

Connie F. Evans, Accountant.

- c. To commission as peace officers, the following persons, effective the date indicated, in accordance with Chapter 80, Acts of the 60th Legislature, Regular Session, 1967, as amended by Chapter 246, Acts of the 62nd Legislature, Regular Session, 1971:

Billy Ray Lang  
James L. Oswalt, Jr.

September 23, 1988  
October 10, 1988.

Amendment

01.01 Rules and Regulations of the Board of Regents  
of Texas Tech University

- (4) (a) 1. The Chairman of the Board shall be elected by the Board from its number at the regular November or December meeting of even-numbered years for a two-year term, and the Chairman will take office ~~upon the adjournment of that meeting.~~ January 1 following the meeting at which he is elected. The Chairman shall report to and be responsible to the Board. In case of the death, resignation, disability, removal, or disqualification of the Chairman, the Board shall elect a successor as soon as practicable. No member shall serve more than one term as Chairman unless the members shall reelect such person for each term by unanimous vote at a meeting at which at least six members are present. Newly elected Board officers shall take office ~~on the adjournment of~~ January 1 following the meeting at which they are selected.

01.11

Vice President and General Counsel Responsibility to the Board of Regents

The Vice President and General Counsel functions under the administrative direction of the President in representing and advising the University and shall have access to the Board of Regents, in order to bring any matter to the Board which, in the opinion of the Vice President and General Counsel, could have a material impact on Texas Tech University.



TEXAS TECH UNIVERSITY  
Lubbock, Texas

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TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Professorial Appointments  
September, 1988 through October, 1988

1.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Appointment Period</u>
Asquith, George B. Adobe Professor	Geosciences	09/01/88 - 05/31/89
Becker, Klaus-Gunter Assistant Professor	Economics	09/01/88 - 05/31/89
Cheng, Kwan H. Assistant Professor	Physics	09/01/88 - 05/31/89
Fraze, Steven D. Visiting Asst. Professor	Agriculture Education and Mechanization	09/01/88 - 05/31/89
Glover, Robley Assistant Professor	Art	09/01/88 - 05/31/89
Kelley, Patricia A. Project Asst. Professor	Education	09/01/88 - 05/31/89
Kiecker, Pamela Assistant Professor	Business Administration	09/01/88 - 05/31/89
Ma, Christopher K. Assistant Professor	Business Administration	09/01/88 - 05/31/89
Pennington, Dorthy Visiting Asst. Professor	Speech Communication	09/01/88 - 05/31/89
Ridlehuber, Edna J. Visiting Asst. Professor	Health, Physical Educ., and Recreation	09/01/88 - 01/15/89
Ricketts, Robert Assistant Professor	Business Administration	09/01/88 - 05/31/89
Sears, R. Stephen Professor	Business Administration	09/01/88 - 05/31/89
Shannon, Brian D. Assistant Professor	Law	09/01/88 - 05/31/89
Xiong, Yiqiang Visiting Professor	Animal Science	08/01/88 - 07/31/89

TEXAS TECH UNIVERSITY  
Lubbock, Texas

For Information Only: Professorial  
Resignations and/or Terminations  
September through October, 1988

2.

<u>Name, Rank, and/or Title</u>	<u>Department or Office</u>	<u>Effective Date</u>
*Baldwin, George L. Associate Professor	Mathematics	08/31/88
Harmon, Dennis Assistant Professor	Mathematics	06/01/89
Johnson, Bettye C. Associate Professor	Education	08/31/88
Knowles, Gareth J. Assistant Professor	Electrical Engineering	08/31/88
McCaslin, Thomas E. Assistant Professor	Business Administration	07/15/88
Mitchell, Roy E. Associate Professor	Chemistry & Biochemistry	08/31/88
*Morton, Elwyn W. Assistant Professor	Mathematics	01/16/89
Paulson, Curtis E. Assistant Professor	Agricultural Education & Mechanization	08/31/88
Spring, Bonnie J. Professor	Psychology	08/31/88
Wiggins, Timothy A. Visiting Assistant Professor	Agricultural Education & Mechanization	07/13/88
*Yang, Shiang P. Professor	Education, Nutrition & RHIM	08/31/88

\*Retired

Texas Tech University  
Report of Official Travel  
Cumulative by Fiscal Quarter  
Fiscal Year 88

3.

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

	This Year Quarter <u>I, II, III &amp; IV</u>	Last Year Quarter <u>I, II, III &amp; IV</u>
(a) Commercial Airfare	\$ 1,257,731.60	\$ 1,073,867.90
(b) Personal Auto Mileage	129,134.39	127,877.36
(c) Automobile Rental	116,889.05	108,801.14
(d) Per diem (In-State)	363,629.97	359,230.94
(e) Meals and Lodging (Out-of-State)	464,985.85	351,719.78
(f) All other, including registration fees, charter aircraft, taxi, limousine fares, etc.	<u>1,078,389.21</u>	<u>1,117,554.59</u>
Totals	<u>\$ 3,410,760.07</u>	<u>\$ 3,139,051.71</u>

II. Percent of total travel cost incurred by purpose for Quarters I, II, III and IV 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	.91	4.59	.39	5.89
(b) Required for research project	.91	1.41	.74	3.06
(c) Attendance at profes- sional meeting, workshop, conference, seminar, etc.	25.50	42.39	3.53	71.42
(d) To perform official business and duties	10.64	4.48	1.21	16.33
(e) Multi-purpose meeting/ paper	<u>.79</u>	<u>2.01</u>	<u>.50</u>	<u>3.30</u>
Totals	<u>38.75</u>	<u>54.88</u>	<u>6.37</u>	<u>100.00</u>

TEXAS TECH UNIVERSITY

OFFICE OF THE CHANCELLOR  
UNIVERSITY OF TEXAS AT DALLAS  
DALLAS, TEXAS 75285-0219

III. Cities traveled to and number of trips (6688) for the purposes shown in Section II and for Quarter I, II, III & IV.

- (a) In-State : Amarillo (193), Austin (693), Corpus Christi (84), Dallas/Fort Worth (848), El Paso (116), Houston (390), Midland/Odessa (132), San Antonio (280), West Texas Area (558), Others (949).
- (b) Out-of-State : Albuquerque (93), Chicago (94), Los Angeles (68), New Orleans (150), New York (51), San Francisco (53), Washington, D.C. (194), Others (1612).
- (c) Out-of-Country: Toronto, Canada (19); Guayaquil, Ecuador (3); Zurich, Switzerland (2); Quebec, Canada (4); London, England (4); Maylasia (1); Krakow, Poland (1); Seville, Spain (1); Cambridge, England (4); Cairo, Egypt (2); Dakar, Senegal (1); Hamburg, Germany (5); Frankfurt, Germany (5); Paris, France (6); Cairns Qld, Australia (1); Kyoto, Japan (1); Tokyo, Japan (3); Dusseldorf, West Germany (1); Anyang, China (1); Geneva, Switzerland (1); Calgary, Canada (2); Manchester, England (1); Sheffield, England (1); Lima, Peru (3); Tianjin, China (1); Winnipeg, Canada (2); Nairobi, Kenya (1); San Juan, Puerto Rico (3); Bogota, Columbia (1); New Delhi, India (4); Belize, Central America (1); Leon, Mexico (6); San Jose, Costa Rica (1); Calcutta, India (1); Verona, Italy (1); Mexico City, Mexico (1); Puebla, Mexico (1); Beijing, China (1); Montreal, Canada (4); Madrid, Spain (4); Guanajuato, Mexico (3); Bremen, Germany (2); Chihuahua, Mexico (1); Buenos Aires, Argentina (1); Florence, Italy (1); Stuttgart, West Germany (1); Ontario, Canada (2); Greece (1); Yugoslavia (1); Guatemala City, Guatemala (2); Sunbury, England (1); ShenYang, China (1); Guadalajara, Mexico (1); San Luis De la paz, Mexico (1); Kual-Lumpur, Malaysia (1); Amsterdam, Holland (1); Ireland (1); Berlin, Germany (1); San Luis Potosi, Mexico (1).

TEXAS TECH UNIVERSITY

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

4.

AUGUST 1, 1988 THROUGH AUGUST 31, 1988

<u>Project Activity</u>	<u>Amount</u>	<u>Source of Funds</u>
An Investigation of Cellular Events that Initiate and Control the Deposition of Patterned Walls in Plant Cells Revised Award Amount: \$170,000	\$ 75,000	National Science Foundation
Providing the Executive Secretary and Office Facilities for the Section Revised Award Amount: \$134,790	67,579	American Society of Civil Engineers
Updating and Enhancement of the Recent Mammal Collections, the Museum, TTU Revised Award Amount: \$131,130	69,000	National Science Foundation
Bilingual/ESL Instructional-Aide- Training Project	131,588	Department of Education
Vocational Home Economics Curriculum Center Revised Award Amount: \$192,799	144,609	Texas Education Agency
Resource Access Project	259,712	Department of Health and Human Services
TOTAL	<u>\$ 747,488</u>	

Brazos Offset Printers, Inc., - University Daily Printing

5. a. The following Contract No. MU364 with Brazos Offset Printers, Inc., is entered for informational purposes. Execution of this contract was authorized in the Board Minutes of March 25, 1988, Item M98.

Contract No. MU364  
Account Number: 0373 46 2402

AGREEMENT

made this 31st day of March, in the year of Nineteen Hundred Eighty Eight

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting herein by and through Lauro F. Cavazos, President, and Brazos Offset Printers, Inc., Slaton, Texas, the Contractor.

The Owner and the Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Publications Proposal (Terms and Conditions, Mechanical Requirements and Quotation, See Exhibit A), and 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.

ARTICLE 2

THE WORK

The Contractor shall furnish all labor, superintendence, materials, machinery, equipment and tools and shall perform all the camera work, preparation of negatives and plates, and printing of "THE UNIVERSITY DAILY", according to all terms, conditions, specifications and prices described in the proposal form prepared by Texas Tech University, and completed by the Contractor all in accordance with the Contract Documents.

Owner will give Contractor notice of at least one month on all items on which Owner retains option to change.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence with the



publication of the first issue for the Fall semester, 1988, and shall continue until completion of the publications for the Summer of 1990.

#### ARTICLE 4

##### CONTRACT SUM

1. For the materials and labor necessary for production of the completed issues in accordance with the conditions and requirements set forth in this contract, the University will pay the Contractor according to the prices shown in the bid proposal.
2. All billing shall be in exact accordance with the prices quoted in this proposal. For any additional expense or additional work not covered in the proposal, the Bidder will supply a written quotation upon request and no such work will be done until the Contractor has received written authorization for such work.
3. No payment will be made for any charge not listed in the bid.

#### ARTICLE 5

##### MISCELLANEOUS PROVISIONS

1. Contractor must have in plant adequate equipment and personnel to produce The University Daily in the time frame required. The University Daily is a broadsheet publication six columns by twenty-one (21) inches in page size with a current page width of 13 inches and published Monday through Friday during the long semesters and twice a week during the summer. Circulation is 17,000 during the long terms and 7,000 during the summer.
2. Working from camera-ready mechanicals produced in The University Daily's own composition facility, Contractor must shoot and strip page negatives, strip halftones, make plates and print and gather the newspaper, providing all materials to handle such operations, including newsprint.
3. If necessary, Contractor also must shoot, upon request and for an additional fee as indicated in the bid proposal, halftones, reverses, and enlargements and reductions and must strip halftones as required. The University Daily staffers will deliver and pick up such materials, which Contractor will process in minimum time required.
4. Using Contractor's transportation, Contractor must pick up camera-ready pages at a time agreeable to Contractor and University Daily

staffers, and deliver the entire press run of the newspaper to the Journalism Building on the Texas Tech campus by 6:00 a.m. each day of publication.

5. Contractor must insert all advertising and editorial supplements for the additional fee indicated in the bid proposal, unless the Staff of The University Daily makes arrangements to handle task otherwise.
6. Contractor must have equipment capable of printing second, third and fourth colors for fees as indicated in the bid proposal.
7. Contractor must agree to follow production schedule established by The University Daily staff in consultation with the Contractor and accept same as merely a guideline, not a guarantee. Publishing schedule for the year will be provided by August 1 of each year.
8. Contractor agrees to supply all full-size and tabloid paste-up sheets required.
9. Workmanship and delivery must be of the highest quality and acceptable to the Editor, Production Manager and Director of Student Publications.
10. Contractor must pay cost of running a corrected advertisement in all cases where an incorrect advertisement resulted from Contractor's error.

#### ARTICLE 6

##### TERMINATION

It is understood and agreed between the parties that each and every provision and requirement contained herein is of the essence of this contract, and substantial violation of any of such provisions or substantial failure to meet any of such requirements shall entitle the other party to terminate this contract without recourse by the party violating such provisions or failing to meet such requirements, unless said violation or failure is satisfactorily corrected within forty-eight (48) hours after the receipt of written notice of such violation or failure.

The University reserves the right to terminate or re-negotiate the contract at the close of any semester or summer term because of any unexpected reduction in student fees and advertising used to support THE UNIVERSITY DAILY.

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

OWNER  
TEXAS TECH UNIVERSITY

CONTRACTOR  
BRAZOS OFFSET PRINTERS, INC.

By: Lauro F. Cavazos, Ph.D.  
President

Date: 4-18-88

Date: 4-14-88

REVIEWED FOR FISCAL IMPLICATIONS

Chief Fiscal Officer

Date: 4-14-88

REVIEWED FOR FORM

General Counsel

Date: 4-14-88

## PUBLICATIONS PROPOSAL

For printing The University Daily from camera-ready mechanicals for the academic years 1988-89 and 1989-90, commencing with the first issue of the fall semester 1988, according to all terms, conditions, specifications and prices outlined below.

The undersigned, hereinafter called Bidder, proposes to produce the above mentioned publications exactly in accordance with the terms, conditions, mechanical, material and service requirements, production schedule, and prices set forth below.

### Terms and Conditions

Section 1: Proposals must be submitted on this form. Proposals submitted on any other form will be considered informal and be rejected. Conditional proposals will not be considered.

Section 2: Proposals will be received until 2 p.m., Thursday, February 4, 1988 by the Director of Contracting and Risk Management, 106 Drane Hall, P. O. Box 4610, Texas Tech University, Lubbock, TX 79409. Proposals received after that date and time will be returned unopened. Proposals should be in sealed envelopes and clearly marked as proposals to be received at the time and place stated.

Texas Tech reserves the right to reject any and all proposals and to waive any formality. All bids must be valid for a period of sixty (60) days from date of opening thereof.

Section 3: All billing shall be in exact accordance with the prices quoted in this proposal. For any additional expense or additional work not covered in this proposal, the Bidder will supply a written quotation upon request and no such work will be done until the Bidder has received written authorization for such work.

Section 4: Bidder must have in plant adequate equipment and personnel to produce The University Daily in the time frame required. The UD is a broad-sheet publication six columns by 21 inches with a current page width of 13 inches and published Monday through Friday during the long semesters and twice a week during the summer. Circulation is 17,000 during the long terms and 7,000 during the summer. Bidder equipment and personnel available are as follows:

- a. Equipment Brown 20 x 24 Camera, Film Processor, related plate and stripping equipment, plate processor, 4 Unit Goss Community Press, 3 knife trimmer.
- ~~Night Crew 4 full time men, plus 5 men available from day shift, and part time inserters on call.~~

1985 Dodge Van , 1985 Dodge Pickup for delivery, plus trailer, when needed

Page 2. Publications Proposal

b. Number of personnel on duty during cycle when UD is printed and in what capacity, i.e., one camera operator Night Crew, 4 full time men.

Day Crew 5men available , Inserters available on call. Night Crew consist of 1 production Foreman, 1 Pressman, 2 Assistants

---

Section 5: Working from camera-ready mechanicals produced in The UD's own composition facility, Bidder must shoot and strip page negatives, strip halftones, make plates and print and gather the newspaper, providing all materials to handle such operations, including newsprint.

Section 6: If necessary, Bidder also must shoot--upon request and for an additional fee as indicated below--halftones, reverses and enlargements and reductions. UD staffers will deliver and pick up such materials, which Bidder will process in minimum time required.

Section 7: Using Bidder's transportation, Bidder must pick up camera-ready pages at a time agreeable to Bidder and UD staffers, and deliver the entire press run of the newspaper to the Journalism Building on the Texas Tech campus by 6 a.m. each day of publication.

Section 8: Bidder must insert all advertising and editorial supplements for the additional fee indicated below, unless UD makes arrangements to handle task otherwise.

Section 9: Bidder must have equipment capable of printing second, third and fourth colors for fees as indicated below.

Section 10: Bidder must agree to follow production schedule established by The UD staff in consultation with the Bidder and accept same as merely a guideline, not a guarantee. Publishing schedule for year will be provided by Aug. 1 of each year.

Section 11: Bidder must accept the University's right to terminate or renegotiate the contract at the close of any semester or summer term because of any unexpected shortfall in revenue from student fees or advertising.

Section 12: Bidder agrees to supply all full-size and tabloid pasteup sheets required.

Section 13: Workmanship and delivery must be of the highest quality and acceptable to the Editor, Production Manager and Director of Student Publications.

Section 14: Bidder must pay cost of running a corrected advertisement in all cases where an incorrect advertisement resulted from Bidder's error.

Page 3. Publications Proposal

Section 15: For the materials and labor necessary to print The University Daily in accordance with the conditions and requirements heretofore set forth in this proposal, the Bidder agrees to charge the following. Bidder should include insertion charges, if any, in the cost of papers that require two sections because of limited press capacity, i.e., 18-page and above.

	17,000 press run	7,000 press run
	27½-inch roll	27½-inch roll
4 Pages	\$ <u>507.00</u>	\$ <u>267.00</u>
6 Pages	\$ <u>748.00</u>	\$ <u>412.00</u>
8 Pages	\$ <u>978.00</u>	\$ <u>523.00</u>
10 Pages	\$ <u>1230.00</u>	\$ <u>660.00</u>
12 Pages	\$ <u>1450.00</u>	\$ <u>779.00</u>
14 Pages	\$ <u>1700.00</u>	\$ <u>924.00</u>
16 Pages	\$ <u>1923.00</u>	\$ <u>1032.00</u>
18 Pages	\$ <u>2406.00</u>	\$ <u>1271.00</u>
20 Pages	\$ <u>2628.00</u>	\$ <u>1384.00</u>
22 Pages	\$ <u>2879.00</u>	\$ <u>1526.00</u>
24 Pages	\$ <u>3101.00</u>	\$ <u>1641.00</u>
26 Pages	\$ <u>3351.00</u>	\$ <u>1761.00</u>
28 Pages	\$ <u>3572.00</u>	\$ <u>1895.00</u>
30 Pages	\$ <u>3823.00</u>	\$ <u>2035.00</u>
32 Pages	\$ <u>4045.00</u>	\$ <u>2147.00</u>
34 Pages	\$ <u>4529.00</u>	\$ <u>2385.00</u>
36 Pages	\$ <u>4865.00</u>	\$ <u>2505.00</u>
38 Pages	\$ <u>5001.00</u>	\$ <u>2646.00</u>
40 Pages	\$ <u>5222.00</u>	\$ <u>2759.00</u>
42 Pages	\$ <u>5473.00</u>	\$ <u>2902.00</u>
44 Pages	\$ <u>5695.00</u>	\$ <u>3015.00</u>
46 Pages	\$ <u>5945.00</u>	\$ <u>3157.00</u>
48 Pages	\$ <u>6167.00</u>	\$ <u>3271.00</u>

Page 4. Publications Proposal

Section 15a: Cost per thousand for more or fewer copies.

	27½-Inch roll		27½-inch roll
4 Pages	\$ <u>26.00</u>	26 Pages	\$ <u>182.00</u>
6 Pages	\$ <u>40.00</u>	28 Pages	\$ <u>194.00</u>
8 Pages	\$ <u>51.00</u>	30 Pages	\$ <u>205.00</u>
10 Pages	\$ <u>65.00</u>	32 Pages	\$ <u>217.00</u>
12 Pages	\$ <u>78.00</u>	34 Pages	\$ <u>243.00</u>
14 Pages	\$ <u>91.00</u>	36 Pages	\$ <u>263.00</u>
16 Pages	\$ <u>102.00</u>	38 Pages	\$ <u>274.00</u>
18 Pages	\$ <u>131.00</u>	40 Pages	\$ <u>286.00</u>
20 Pages	\$ <u>143.00</u>	42 Pages	\$ <u>299.00</u>
22 Pages	\$ <u>156.00</u>	44 Pages	\$ <u>312.00</u>
24 Pages	\$ <u>169.00</u>	46 Pages	\$ <u>326.00</u>
		48 Pages	\$ <u>339.00</u>

Section 16: For various services not included in the prices above, the Bidder agrees to charge the following:

a. Additional Colors

Second Color \$ 55.00 Plus \$3.00 per Thousand running charge  
Third Color \$ 55.00 Plus \$3.00 per Thousand running charge  
Fourth Color \$ 55.00 Plus \$3.00 per Thousand running charge

b. Halftones, Reverses and PMT's For process color add \$100.00 line up - charge

\$ 1.00 per column, double if deeper than 11 in. PER COLUMN

Reverses: \$1.50; Pmts: \$1.50 per column up to 11 in. Double over 11 in.

c. Screens and Double-burns

\$ Screens \$5.00 Double Burns \$3.00

d. Inserting

\$ \$16.00 if we print \$20.00 all outside PER THOUSAND



Page 5. Publications proposal

e. Tabloids (indicate cost for first M, then cost of additional M)

	<u>13-3/4-inch depth</u>	
	<u>Initial</u>	<u>Additional</u>
4 pages	\$ <u>93.00</u>	\$ <u>16.00</u>
8 pages	\$ <u>115.00</u>	\$ <u>27.00</u>
12 pages	\$ <u>179.00</u>	\$ <u>40.00</u>
16 pages	\$ <u>223.00</u>	\$ <u>51.00</u>
20 pages	\$ <u>275.00</u>	\$ <u>66.00</u>
24 pages	\$ <u>313.00</u>	\$ <u>78.00</u>
28 pages	\$ <u>385.00</u>	\$ <u>91.00</u>
32 pages	\$ <u>427.00</u>	\$ <u>102.00</u>
36 pages	\$ <u>511.00</u>	\$ <u>131.00</u>
40 pages	\$ <u>562.00</u>	\$ <u>128.00</u>
44 pages	\$ <u>634.00</u>	\$ <u>157.00</u>
48 pages	\$ <u>682.00</u>	\$ <u>169.00</u>

Page 6. Publications Proposal

Brazos Offset makes these bids with the understanding that a minimum number of runs will be made to achieve total run. Any deviations, because of color, etc. will be charged for by the way runs were requested within our stated capabilities, ie, 14 pages with color will be 2 runs: 8 and 6 or 4 and 10, not 14.

Brazos Offset Printers, Inc.  
Name of Bidder

P.O. Box 297 Slaton, Texas 79364

\_\_\_\_\_  
Address

Authorized Signature

2-4-88  
Date

Mike Klein General Contractors, Inc., - Biology Greenhouse, Amendment

5. b. The following Amendment No. 2 to Contract No. 771 to the Biology Greenhouse is entered for informational purposes. Execution of the original contract was authorized in the Minutes of May 15, 1987, Item M158.

Contract No. 771/2

Amendment No. 2 to Contract No. 771  
Biology Greenhouse

The Agreement between Mike Klein General Contractors, Inc., Lubbock, Texas, and Texas Tech University, Lubbock, Texas, dated May 20, 1987, is amended as follows:

Adding tapered 1  $\frac{1}{2}$ " isotherm insulation for north wing of lower Biology Greenhouse roof in the amount of \$3,271.

The new contract sum is \$827,038.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 9th day of September, 1988.

MIKE KLEIN GENERAL CONTRACTORS, INC.      TEXAS TECH UNIVERSITY

Date: 9/21/88

By: Lauro F. Cavazos, Ph.D.  
President

Date: 9/15/88

REVIEWED FOR FISCAL IMPLICATIONS

Chief Fiscal Officer

Date: 9/15/88

REVIEWED FOR FORM

General Counsel

Date: 9-16-88

- Row-Wall Electric, Inc., - Campus Secondary Electric Package #4
5. c. The following Amendment No. 1 to Contract No. 801 is entered for informational purposes. The contract was recorded in the January 29, 1988, contracts, #5d, page 11.

Contract No. 801/1

Amendment No. 1 to Contract No. 801  
Campus Secondary Electrical Package 4

The Agreement between Row-Wall Electric, Inc., and Lynn B. Rowan, Individual, Lubbock, Texas and Texas Tech University, Lubbock, Texas, dated November 23, 1987, is amended as follows:

Additional work is required for relocating transformer and additional structural work for transformer pad. Contract sum shall be increased by twenty-four thousand dollars (\$24,000) bringing the total contract amount to four hundred fifty-eight thousand nine hundred dollars (\$458,900).

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 25th day of August, 1988.

ROW-WALL ELECTRIC, INC. and  
LYNN B. ROWAN, INDIVIDUAL

TEXAS TECH UNIVERSITY

By:

Date: 9-1-88

By:

Lauro F. Cavazos, Ph.D.  
President

Date: 8/30/88

REVIEWED FOR FISCAL IMPLICATIONS

Chief Fiscal Officer

Date: 8/30/88

REVIEWED FOR FORM

General Counsel

Date: 8-26-88

Lockwood, Andrews & Newnam, Inc., - Central Heating and Cooling Plant #1  
Steam Turbine

5. d. The following contract with Lockwood, Andrews & Newnam, Inc., to provide Engineering Services for the Central Heating and Cooling Plant #1 steam turbine is entered for informational purposes. Execution of this contract was authorized in the Minutes of August 5, 1988, Item M169.

ENGINEERING SERVICES

Contract No. 89-848  
Account Number: 3702-42-1353

AGREEMENT

made this the 8th day of September in the year Nineteen Hundred Eighty Eight

BETWEEN

Texas Tech University, Lubbock, Lubbock County, Texas, the Owner, acting by and through Eugene E. Payne, Vice President for Finance and Administration, and Lockwood, Andrews & Newnam, Inc.,  
Houston, 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 #1, Steam Turbine (FP&C 88-15)

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

Page 2 - Engineering Services - Percent

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, elec-

Page 3 - Engineering Services - Percent

trical, 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.



Page 4 - Engineering Services - Percent

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 2.75 times the actual cost of salaries normally paid, including mandatory and customary benefits such as statutory employee

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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

Page 6 - Engineering Services - Percent

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:

Lockwood, Andrews & Newnam, Inc.

1500 City West Blvd.

Houston, Texas 77042

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

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

In the event of termination, the 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.

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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

ENGINEER  
LOCKWOOD, ANDREWS & NEWNAM, INC.  
Firm

By:

Eugene E. Payne, Ph.D.  
Vice President for Finance  
and Administration

Date: 9/15/88

REVIEWED FOR FORM

By:

Randy M. Lowrance

Date: Oct. 3, 1988

General Counsel

Date: 9-16-88

J6d:01

AAR Incorporated Amendment No. 1 - Asbestos Abatement - Biology

5. e. The following Amendment No. 1 to Contract No. 88-843 to increase the contract sum to \$187,732 is entered for informational purposes. The contract is entered as Item #4a, Page 5, of the September 23, 1988, Information section.

Contract No. 88-843/1

Amendment No. 1 to Contract No. 88-843  
Biology Rehab Asbestos Abatement & Encapsulation (FP&C 87-01)

The Agreement between AAR, Incorporated, Houston, Texas, and Texas Tech University, Lubbock, Texas, dated July 29, 1988, is amended as follows:

- 1) Contractor shall furnish all labor and materials for the abatement of two (2) hallways at the Auditorium ADD \$27,232
  - 2) Alternate No. 1: Sprayback at the two (2) Hallways ADD \$ 5,500
- TOTAL: \$32,732

The new contract sum is \$187,732.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment in triplicate, each of which shall be considered an original by their duly appointed officers, this the 30th day of September, 1988.

AAR INCORPORATED/

TEXAS TECH UNIVERSITY

Date: 10-11-88

By: Eugene E. Payne, Ph.D.  
Vice President for Finance  
and Administration

Date: 10/4/88

REVIEWED FOR FORM

General Counsel

Date: 10-3-88

Employment Agreement - Dr. Elizabeth G. Haley

5. f. The following employment agreement with Dr. Elizabeth G. Haley is entered for informational purposes. Execution of this agreement was authorized in the Minutes of the September 2, 1988, Minutes, Item M7.

EMPLOYMENT AGREEMENT

TEXAS TECH UNIVERSITY AND TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER

This agreement shall set forth the terms and conditions of the interim employment as previously reached between the Board of Regents (Board) of Texas Tech University and Texas Tech University Health Sciences Center (Universities) and Dr. Elizabeth Haley (Dr. Haley) regarding Dr. Haley's service as President and Chief Executive Officer of the Universities.

On September 2, 1988 the Board of Regents appointed Dr. Haley to serve as President and Chief Executive Officer of the Universities upon the Board receiving the resignation of Dr. Lauro F. Cavazos. The parties agree that Dr. Haley shall serve as President and Chief Executive Officer of the Universities commencing September 19, 1988 until this agreement is terminated by the Board or a new President is employed. Dr. Haley's service shall be at the will and pleasure of the Board.

Upon termination of this agreement, Dr. Haley shall resume her duties and position as Dean and tenured professor in the College of Home Economics of Texas Tech University.

Dr. Haley shall be remunerated for her services rendered as President and Chief Executive Officer at a salary based on an annual rate of \$120,000.00 per year, payable monthly as the same accrues. Dr. Haley shall, as a condition of her employment, be required to use an automobile furnished by the Universities. Such automobile shall be insured and repaired at no expense to Dr. Haley.

In order to properly discharge the duties of her office, Dr. Haley will be provided private funds currently available for (a) supplemental operating cost of the President's office, (b) attendance at University functions, and (c) official University entertainment and travel.

Dr. Haley shall devote her full time, labor, effort and attention, in good faith, to conduct and perform the duties as shall be assigned to her by the Board in this appointment.

Dr. Haley shall be entitled to continue participation in applicable retirement and insurance programs available to other officers, professional staff and employees of the Universities. Contributions by the state of Texas and the Universities for Dr. Haley's participation in such programs shall be in accordance with the applicable State statutes, and University rules and regulations governing such contributions and participation.

Signed and agreed to this the 23<sup>rd</sup> day of September, 1988.

Elizabeth Haley, Ph.D.

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