

The Board of Trustees of State College of Arkansas convened in regular meeting on February 13, 1969, at ten o'clock in the morning in the Board Room in the Administration Building on the college grounds in Conway, Arkansas, with the following members and officers of the Board present, to-wit:

Vice-Chairman: Cleddie W. Harper  
 Secretary: Mrs. Rufus W. Morgan, Jr.  
 Trustees: J. C. Mitchell  
 Dr. John W. Sneed, Jr.  
 James W. Ahlf  
 Wm. C. Norman

and with the following officer of the Board absent, to-wit:

Chairman: Louie H. Polk

constituting a quorum of said Board, at which meeting the following business was transacted, to-wit:

A motion was made by Trustee Ahlf, seconded by Trustee Norman, and passed by unanimous vote that the minutes of the last meeting of the Board of Trustees be approved.

Bruce R. Anderson, College Architect, presented plans for construction of a Health and Physical Education Center. A motion was made by Trustee Sneed, seconded by Trustee Morgan, and passed by unanimous vote that said plans be approved as presented.

Trustee Mitchell made a motion that the Contract for Architectural Services between Bruce R. Anderson, Architect, and State College of Arkansas be approved. A second to this motion was made by Trustee Ahlf and passed by unanimous vote. (A copy of this contract is attached to these Minutes and becomes a part thereof.)

Upon motion made by Trustee Mitchell, seconded by Trustee Norman, and passed by unanimous vote the following room rentals on college housing will become effective September 1, 1969:

	<u>Summer Term</u>	<u>Per Month</u>
Mobile Homes	\$	\$ 80.00
McAlister Hall		30.00
Bernard Hall		30.00
Bernard Annex		
Regular room		30.00
Room with bath		35.00
Short Hall	50.00	40.00
Denney Hall	50.00	40.00
Conway Hall	50.00	40.00
Carmichael Hall	50.00	40.00
Arkansas Hall	50.00	40.00
Minton Hall	50.00	40.00
Doyne Hall	37.50	30.00
State Hall	50.00	40.00
Hughes Hall	50.00	40.00
Wingo Hall		
Regular room	37.50	30.00
One room apartment		50.00
Two room apartment		67.50
Home Management House (9 weeks)--		\$67.50

A recommendation was made by President Snow that effective July 1, 1969, State College of Arkansas be reorganized according to the following colleges or divisions: Science and Humanities, Fine and Applied Arts and Sciences, Business, Teachers College or Education. A motion was made by Trustee Morgan, seconded by Trustee Ahlf, and passed by unanimous vote that this recommendation be approved.

Upon the recommendation of President Snow, the following resignations, leaves of absence, and appointments were approved by motion of Trustee Sneed. A second to the motion was made by Trustee Mitchell and passed by unanimous vote.

Resignations:

1. Nick Piediscalzi, Instructor of Biology, effective May 31, 1969.
2. Mrs. Ann Ahrens, Instructor of Special Education, effective November 30, 1968.

Leaves of Absence:

1. Dr. James H. Ware, Jr., Chairman, Department of Philosophy, second summer term 1969, academic year 1969-70, and first summer term 1970, without pay.
2. Mrs. Virginia Holiman, Instructor of English, academic year 1969-70, without pay.

Appointments:

1. Dr. Mark B. Woodhouse, Assistant Professor of Philosophy, September 1, 1969 through May 31, 1970 @ \$1088.88 per month.
2. John Bell, Assistant Professor of Speech, effective September 1, 1969 through May 31, 1970 @ \$911.11 per month.
3. Mrs. Sarajane Phelan, Registered Nurse, effective January 25, 1969 @ \$175.00 per month plus apartment and utilities on campus.
4. Dr. Manion Rice, Director of Yearbook Workshop, June 16-20, \$300.00 plus travel to Conway, room in dormitory, and meals when eaten in cafeteria.

Trustee Mitchell made a motion that the existing contract of employment between President Silas D. Snow and State College of Arkansas be extended for a period of three years ending July 1, 1972, at an annual salary of \$17,500.00. Furthermore, that for the convenience of the Board of Trustees, the President be required to live in the President's Home for which no rent nor utilities are to be paid. A second to this motion was made by Trustee Ahlf and passed by unanimous vote.

President Snow presented copies to each Trustee of correspondence received from Solomon Arbeiter, Higher Education Coordinator, Office of Civil Rights, Department of Health, Education, and Welfare, and his suggested reply to said letter dated January 9, 1969. Upon motion of Trustee Norman, seconded by Trustee Mitchell, and passed by unanimous vote, President Snow was directed to respond to Mr. Arbeiter's letter as per his suggested reply.

A motion was made by Trustee Mitchell, seconded by Trustee Sneed, and passed by unanimous vote approving the following Resolution:

Resolved, that the President Silas D. Snow, Vice-President \_\_\_\_\_, the Treasurer Harold D. Eidson, or any of them, be and they are hereby authorized to sell, assign and indorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of this Corporation.

I, Mrs. Rufus W. Morgan, Jr., Secretary of State College of Arkansas Board of Trustees, incorporated under the laws of the State of Arkansas, hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said Corporation at a meeting duly held the 13th day of February, 1969, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the By-Laws of said Corporation.

Dated: February 13, 1969

(signed:) Mrs. Rufus W. Morgan, Jr.

Secretary

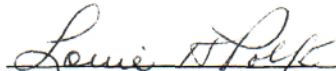
(Officers named in above resolution should not sign here)

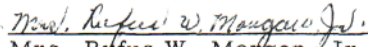
Corporate  
Seal

In appreciation of the interest shown the college by the Faulkner County Legislative Delegation and the Conway Chamber of Commerce, the Board requested that appropriate Resolutions be drafted and mailed to said individuals and the Chamber of Commerce.

Mr. Harold D. Eidson, Business Manager, gave a financial report as of December 31, 1968.

There being no further business to come before the Board, the meeting was adjourned.

  
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Louie H. Polk, Chairman

  
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Mrs. Rufus W. Morgan, Jr., Secretary

CONTRACT FOR ARCHITECTURAL SERVICES

CITY OF Conway

THE STATE OF Arkansas

COUNTY OF Faulkner

THIS AGREEMENT, made the Seventh day of February, 1969, by and between State College of Arkansas, acting herein by and through its Board of Trustees, Mr. Louie H. Polk, Chairman, hereinafter called the Owner, and Bruce R. Anderson, of Little Rock, Arkansas, hereinafter called the Architect.

WHEREAS, the total cost of said project is estimated at not to exceed \$2,100,000.00, hereinafter called the "Estimated Cost".

WHEREAS, such estimated cost and the preparation of plans and specifications which will allow the construction of such project at not to exceed such estimated cost are of the essence of this Contract:

NOW, THEREFORE,

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. The Owner employs the Architect, and the Architect agrees to perform all necessary professional services hereinafter set forth in connection with a project located at the address shown below:

State College of Arkansas, Conway, Arkansas

and described as follows:

A Health and Physical Education Center

II. SERVICES:

The Architect shall render all engineering or architectural services necessary in the development and construction of the project which without limitations shall include the following:

1. In connection with the preliminary phase:

- a. Hold conferences with the Owner regarding the proposed project.
- b. Make preliminary investigations and studies directly related to and a part of the design work being considered, and co-ordinate in a written preliminary report, all in such detail as to indicate clearly the scope and the estimated cost of constructing the improvements recommended as a solution of the problem involved.
- c. Prepare preliminary layouts and sketches.
- d. Prepare tentative cost estimates of proposed construction.

2. With respect to the drawings and specifications phase:

- a. Perform field surveys for design and layout of structures.
- b. Make or supervise necessary test borings, test pits and foundation explorations. The Architect shall be reimbursed for the actual cost of making test borings and test pits, which shall not exceed the cost for labor and materials or the amount of the subcontract therefor.



- c. Prepare necessary applications for permits, for the submission to and approval of local, state, and Federal authorities.
  - d. Prepare the detailed construction drawings and specifications for the improvements authorized by the Owner, after full consideration has been given to the preliminary studies, sketches, estimates, and recommendations contained in the preliminary report. Procure approvals of State or other agencies of the drawings and specifications and permits for the construction of the project. Prepare proposal forms, notices to bidders, complete working drawings, specifications, and contract documents satisfactory to the Owner for the effective co-ordination and efficient execution of the construction work.
  - e. Furnish an estimate of the cost of constructing the project according to the completed drawings and specifications as approved.
  - f. Render assistance in obtaining bids, attend bid opening, prepare and submit tabulation of bids, make analysis of bids received, make recommendations, and render assistance in award of contracts.
3. In the construction of the project:
- a. Be responsible for the general administration of the project and supervise the construction thereof; provide supervision of project construction including periodic inspections to assure compliance with plans, specifications, and contract documents; supervise and review the work of such inspection bureaus, and testing laboratories as may be employed by the Owner for such work, review and approve the contractor's schedule of amounts for contract payment; certify partial payments and final payments to the contractor; prepare and submit proposed contract change orders.
  - b. Prepare such large-scale or full sized detail drawings to supplement the working drawings to permit the proper completion of the work; check all shop and working drawings submitted in connection with the construction work.
  - c. Consult with and advise the Owner during construction.
  - d. Administer the work and interpret the plans and specifications by adequate and competent supervision and inspection services.

The general supervision of the Architect is to be distinguished from the continuous on-site inspection of a clerk-of-the-works, or architectural superintendent. When authorized by the Owner, a clerk-of-the-works acceptable to both Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid by the Owner, upon presentation of the Architect's monthly statements.
  - e. Obtain monthly and final estimates for contractors payments and certify partial payments to contractors.
  - f. Submit a report once a month, if requested by the U. S. Department of Health, Education and Welfare Office of Education, covering the general progress of the job and describing any problem or factors contributing to delay.
  - g. Collect and submit copies of weekly payrolls from all contractors and subcontractors for compliance with the labor standards provisions of the construction contracts.
  - h. Supervise testing of fixed equipment.
  - i. Participate in inspection of the project at completion of construction with U. S. Department of Health, Education and Welfare Office of Education and the authorized representative of the Owner.
  - j. Furnish to the U. S. Department of Health, Education and Welfare Office of Education, as-built drawings and specifications together with a final tabulation of areas as shown in the Application for the Grant.

III. PAYMENTS:

The Owner agrees to pay the Architect for such services a fee of 6% of the cost of constructing the project, which shall constitute complete compensation for the services.

This fee shall be payable in installments, each of which shall be deemed to have been earned and shall be due and payable upon the satisfactory performance of the items of service as follows:

1. 0% of the above fee based upon the estimated cost of the project as is shown herein, upon the approval by the Owner of actions required by Section II, 1. (a.), (b.), (c.), and (d.) above.
2. 60% of the above fee, based upon the estimated construction cost of the project as planned, upon the approval by the Owner of the drawings, specifications, and contract documents, and the furnishing to the Owner of the specified number of such documents and services required under Section II, 2. (a.) through (f.).
3. 40% of the above fee for the services included in Section II, 3. (a.) through (j.), payable monthly in amount equal to 2.4% of the amount of the construction estimates paid the contractor.
4. Upon the final completion of the construction work and the acceptance thereof by the Owner and of all services to be furnished under this agreement, the remainder, which shall be the total fee as stated in the first paragraph of this Section III, less previous payments. No deductions shall be made from the Architect on account of penalties, liquidated damages, or other sums withheld from payments to contractors. Reimbursements covering cost of making test borings and test pits as provided under Section II, 2. (b.), and for field supervision services provided under Section II, 3. (d.) to be addition to the fee.

IV. SUPERVISION OF THE WORK:

The Architect shall be responsible for the general administration of business and supervision of the work in accordance with professional standards.

V. PRELIMINARY ESTIMATES:

In addition to the estimates of costs otherwise referred to herein, the Architect when requested, shall furnish other preliminary estimates of cost of the work or any portion thereof.

VI. DEFINITION OF COST OF THE WORK:

The cost of the work as referred to herein means the cost to the Owner, but such cost shall not include any Architect's, Engineer's, or Special Consultant's fees or reimbursements or the cost of a resident inspector, or cost of land, or cost of equipment (not designed or specified by the Architect), or the cost of any administrative or legal expenses.

VII. TIME FOR COMPLETION:

Time is of the essence of this agreement, and the Architect agrees to complete the within described drawings, including working drawings and specifications, within 120 calendar days from the date of Owner's instructions to proceed with the final plans and specifications. The Owner agrees to co-operate with the Architect in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion of the stipulated time, and he agrees to furnish promptly to the Architect upon written request any approvals and instructions required to be given by the Owner to the Architect under the terms of this agreement.



VIII. REVISION OF PLANS:

The Architect agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the Owner, to bring the project within the estimated cost hereinbefore set out, such revisions to be made at his own expense without cost to the Owner, whether said plans and specifications have theretofore been approved by the Owner; PROVIDED, that if said plans and specifications have been approved by the Owner, should the Owner desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the project within the estimate as herein contained, the Owner shall pay the Architect the cost of making such revisions.

IX. OWNERSHIP OF DOCUMENTS:

1. Original documents, plans, designs, and survey notes shall remain the property of the Architect, regardless of whether the project for which they were prepared is placed under contract. The Owner upon request and at the cost of reproduction only, shall be furnished with reproducible copies of drawings and related documents.
2. The Architect agrees to furnish without expense to the Owner a minimum of two (2) sets of plans and specifications for the Owner's use during construction. These are in addition to the Owner's set of counterpart (original signed) contract documents.
3. The Architect shall furnish without expense to the Owner, all copies of drawings and specifications reasonably necessary for the execution of the work.
4. Upon completion of the project, the Architect agrees to furnish without expense to the Owner a minimum of two (2) sets of "as-built" plans and specifications.

X. TERMINATION OF AGREEMENT:

1. The Owner may terminate this contract at any time for any just cause by a notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities and materials in connection with the performance of this contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this contract.
2. If the contract be terminated due to the fault of the Architect, no further payments on account of the fee shall thereafter be made except for services theretofore performed which are of value to the Owner. If the contract is terminated due to no fault of the Architect, the Architect shall be paid promptly that proportion of the prescribed fee which the work actually performed under this contract bears to the total work called for under this contract, less such payments as have been previously made, and less any amount due the Owner by reason either of any prior default of the Architect, or otherwise.

XI. SUCCESSORS AND ASSIGNMENTS:

The Owner and the Architect each binds himself, his partners, successors, executors, administrator, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the Owner nor the Architect shall assign, sublet, or transfer his interests in this agreement without the written consent of the other.

XII. ARBITRATION:

All questions in dispute under this agreement may be submitted to arbitration by either party, one of such arbitrators to be appointed by each party and in the event of disagreement, the arbitrators so appointed are to choose a third arbitrator.

XIII. NUMBER OF COUNTERPART COPIES:

This contract is executed in six (6) counterparts.

IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

OWNER: STATE COLLEGE OF ARKANSAS

By: *Louis Holt*  
Chairman, Board of Trustees

*Miss Rufus W. Mangum Jr.*  
Secretary, Board of Trustees

ARCHITECT: BRUCE R. ANDERSON

By: *Bruce R. Anderson*

*Marline P. Craig*  
Witness