

The Board of Trustees of The Arkansas State Teachers College convened in regular meeting on September 15, 1965, 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:

Chairman:	Louie H. Polk
Secretary:	Mrs. Rufus W. Morgan, Jr.
Vice-Chairman:	J. C. Mitchell
Trustees:	Cleddie W. Harper
	Digby C. West
	Dr. John W. Sneed, Jr.

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

J. Kendall Hoggard

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

Minutes of the last meeting, having been sent to Trustees, were approved upon motion made by Trustee Harper, seconded by Trustee West and unanimously passed.

Trustee Morgan made a motion, seconded by Trustee Harper, and unanimously passed that resignations of faculty and staff as presented by President Snow be approved:

O. H. Mullenax, Security Officer, effective July 1, 1965.  
 David McDonald, Accountant, effective July 1, 1965.  
 Mrs. Nell Westerman, Assistant Nurse, effective August 13, 1965.  
 Mrs. Ruby McDuffie, Hostess, effective August 13, 1965.  
 Mrs. Thelma Humble, Hostess, effective September 19, 1965  
 Robert Carter, Student Center Manager, effective August 15, 1965.  
 Raymond Dow, Instructor of Industrial Education, effective August 14, 1965.  
 Douglas Newkirk, Student Center Recreational Manager, effective August 21, 1965.

The following changes in appointments as recommended by President Snow were passed unanimously upon motion made by Trustee West and seconded by Trustee Morgan:

Tommy G. Smith, Director of Public Relations, effective July 1, 1965 @ \$750.00 per month.  
 Mrs. Tommy G. Smith, Hostess, effective September 1, 1965 @ \$225.00 per month plus apartment and utilities for self and family.  
 Roy Woole, Acting Manager of Student Center, effective August 16, 1965.

Upon the recommendation of President Snow, Trustee Mitchell made a motion, seconded by Trustee Harper and unanimously passed that the following appointments be approved:

Keith Floyd, Instructor of Speech & Director of Speech Clinic, effective September 1, 1965 @ \$888.88 per month.  
 Homer Rich, Instructor of Chemistry, effective September 1, 1965 @ \$822.22 per month.  
 Bernard O'Dwyer, Instructor of Industrial Education, effective September 1, 1965 @ \$822.22 per month.  
 Patrick R. Hasty, Instructor of Music and Assistant Band Director, effective September 1, 1965 @ \$733.33 per month.  
 Dorothy Finklea, Assistant Professor of Journalism and English, effective September 1, 1965 @ \$777.77 per month.  
 Mrs. Lois P. Hobby, Instructor of History, effective September 1, 1965 @ \$600.00 per month.  
 Mrs. Guy Dean, Part-time Instructor of English, effective September 1, 1965 @ \$200.00 per month.  
 Mrs. J. H. Montgomery, Hostess, effective September 1, 1965 @ \$210.00 per month plus apartment, utilities, and meals when eaten in college cafeteria.

Mrs. Audrey Harness, Hostess, effective September 1, 1965 @ \$210.00 per month plus apartment, utilities, and meals when eaten in college cafeteria.

Mrs. Allen Tilden, Hostess, effective September 1, 1965 @ \$210.00 per month plus apartment, utilities, and meals when eaten in college cafeteria.

Leslie Crafton, Accountant, effective July 16, 1965 @ \$587.00 per month.

Joe White, Assistant Bookstore Manager, effective August 15, 1965 @ \$400.00 per month.

Leo Duke, Security Officer, effective September 1, 1965 @ \$400.00 per month plus house and utilities on campus.

Clinton Beene, Student Center Recreational Manager, effective September 10, 1965 @ \$269.00 per month.

Edgar Richardson, Counselor, effective September 1, 1965 @ \$150.00 per month.

Abbe Williams, Cashier in Business Office, effective August 16, 1965 @ \$256.00 per month.

Catherine Hendricks, Switchboard Operator, effective September 1, 1965 @ \$200.00 per month.

Richard L. Holt, Jr., Coordinator, Civil Defense Education, July 1, 1965 @ \$708.33 per month.

Donald E. Rickard, Instructor--Radiological, effective July 1, 1965 @ \$666.66 per month.

Roy L. Rials, Instructor--Radiological, effective July 1, 1965 @ \$650.00 per month.

M. E. Johnson, Instructor--Conferences, Promotion, effective July 1, 1965 @ \$625.00 per month.

Ray Ellis, Instructor--Management, effective August 16, 1965 @ \$625.00 per month.

Philip Lipsmeyer, Instructor--Management, effective July 17, 1965 @ \$625.00 per month.

Because Mr. William F. Keinath, Jr. did not earn his doctorate by September 1, 1965, as his letter of appointment dated March 25, 1965 stipulated that he must, President Snow recommended that he be given a second letter of appointment stating that effective September 1, 1965 his academic rank would be assistant professor @ a monthly salary of \$944.44 and furthermore that if his doctorate were earned any time during the first semester, 1965-66, his academic rank would become associate professor @ a monthly salary of \$1,033.33 effective February 1, 1966. A motion incorporating the above recommendation was made by Trustee West, seconded by Trustee Mitchell, and unanimously passed.

Trustee Mitchell made a motion that the low bid of B. F. W. Construction Company, Inc. in the amount of \$1,492,000.00 to construct two dormitories, Project CH-Ark-74(D) be accepted. This motion was seconded by Trustee Harper and unanimously passed.

Trustee Mitchell made a motion that the RESOLUTION LISTING BIDS RECEIVED, DETERMINING THE LOWEST AND BEST BID AND AWARDING CONTRACTS as read by Mr. Wallace Townsend, Bond Approving Attorney, be approved. Trustee Morgan made a second to this motion and it was passed by unanimous vote. (A copy of this Resolution is attached to these minutes and becomes a part thereof.)

The RESOLUTION ADOPTING MINIMUM WAGE RATES as presented by Mr. Wallace Townsend was approved upon motion made by Trustee West, seconded by Trustee Harper and unanimously passed. (A copy of this Resolution is attached to these minutes and becomes a part thereof.)

Upon the recommendation of Mr. Bruce R. Anderson, College Architect, Trustee Sneed made a motion that all bids submitted September 14, 1965 for the master time and program control system be rejected, and furthermore that Mr. Anderson study the possibility of incorporating this project with one in the future. This motion was seconded by Trustee Harper and unanimously passed.



Trustee Harper made a motion that was seconded by Trustee Morgan and unanimously passed that the low bid in the amount of \$5,715.00 as submitted by Starkey Construction Company to construct a cold storage room in the college cafeteria be accepted.

9-16-65  
A motion was made by Trustee Mitchell that the low bid in the amount of \$2,387.97 to construct curbs and gutters in front of Arkansas Hall as per specifications prepared by Bruce R. Anderson, Architect, be accepted. A second to this motion was made by Trustee West and unanimously passed.

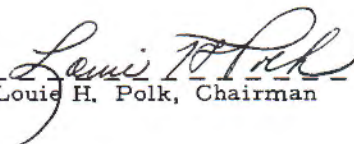
President Snow recommended that the basketball budget for 1965-66 be raised from \$1,500.00 to \$5,000.00, and further that the football budget for 1965-66 be raised from \$10,000 to \$15,000. A motion approving this recommendation was made by Trustee Mitchell, seconded by Trustee Harper, and unanimously passed.

Trustee Mitchell made a motion that President Snow obtain necessary forms to apply to the Housing and Home Finance Agency for a loan to construct thirty-five (35) married student cottages. Trustee West seconded this motion and it was unanimously passed.

A motion was made by Trustee Harper, seconded by Trustee Mitchell and unanimously passed that President Snow obtain necessary forms from the Housing and Home Finance Agency to make application for a loan to construct a dormitory.

Dean A. E. Burdick made an academic report and Mr. W. H. Osborne, Registrar, reported to the Board on student enrollment (2,850 estimate) for the year 1965-66.

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

Project No. CH-ARK-74(D)

RESOLUTION LISTING BIDS RECEIVED, DETERMINING THE LOWEST AND BEST BID AND AWARDING CONTRACTS

WHEREAS, the Arkansas State Teachers College has advertised for bids for the construction of a Dormitory for Women (Unit "A") and a Dormitory for Men (Unit "B") designated Project No. CH-ARK-74(D), for the Arkansas State Teachers College; and

WHEREAS, bids have been received as follows:

SEE ATTACHED CERTIFIED TABULATION OF BIDS RECEIVED and

WHEREAS, the Board of Trustees is of the opinion that the bid of B-F-W Construction Co., Inc. is the lowest and best bid;

NOW THEREFORE, BE IT RESOLVED BY THE Board of Trustees of the Arkansas State Teachers College, Conway, Arkansas

SECTION 1. That B-F-W Construction Co., Inc. has submitted the lowest and best bid for the construction of the said project.

SECTION 2. That the bid of said B-F-W Construction Co., Inc. in the amount of the base proposal of \$1,492,000.00 is hereby accepted.

SECTION 3. That it is requested that the budget be changed as follows:

	<u>LATEST APPROVED ESTIMATE</u>	<u>PROJECT COST</u>
Construction Contract	1,550,000.00	1,492,000.00
Arch.-Eng. Services	93,000.00	89,520.00
Legal & Administrative Expenses	2,000.00	2,000.00
Interest During Construction	30,000.00	30,000.00
Gov't Field Expense	4,000.00	4,000.00
Project Contingency	21,000.00	82,480.00
Total	<u>\$1,700,000.00</u>	<u>\$1,700,000.00</u>

SECTION 4. That the officials of the Board of Trustees of The Arkansas State Teachers College upon whom such duty properly devolves shall, and they are hereby directed to prepare and execute in behalf of said Arkansas State Teachers College all necessary contracts and documents relating thereto.

APPROVED:

Date: September 15, 1965

By: *Louie H. Folk*  
Louie H. Folk

Title: Chairman of Board of Trustees

*Mrs. Rufus W. Mangau Jr.*  
Secretary, Board of Trustees

## RESOLUTION ADOPTING MINIMUM WAGE RATES

Project No. CH-ARK-74(D)

A Dormitory for Women (Unit "A")  
and  
A Dormitory for Men (Unit "B")

WHEREAS, it is necessary to approve wage rates for the subject project; NOW THEREFORE,

BE IT RESOLVED by the Board of Trustees of The Arkansas State Teachers College that they do hereby approve and adopt as the wage rates for this project those rates as determined by the U. S. Secretary of Labor:

Decision No: AE - 3,032

Date of Decision: 7-22-65

Expires: 11-19-65

OWNER: THE ARKANSAS STATE TEACHERS COLLEGE

By: Louis H. Park  
Chairman, Board of Trustees

ATTEST:

Mrs. Rufus W. Morgan Jr.  
Secretary, Board of Trustees



HOUSING AND HOME FINANCE AGENCY  
COMMUNITY FACILITIES ADMINISTRATION

**TERMS AND CONDITIONS**

Constituting Part of the Loan Agreement Providing for the Financing and Construction of College Housing and Service Facilities Under Title IV of the Housing Act of 1950 (Public Law 475, 81st Congress, as amended)

**Section 1. Definitions. As used in these Terms and Conditions:**

- "Government"** means the United States of America or the Housing and Home Finance Agency.
- "Project"** means the structure or structures which the Government has agreed to aid in financing under the Loan Agreement.
- "Loan Agreement"** means the contract between the Government and the Borrower covering the Project and includes both these Terms and Conditions and other contract instruments.
- "Borrower"** means the educational institution designated in the Loan Agreement.
- "Bonds"** mean the obligations which the Government has agreed to purchase under the Loan Agreement.
- "Project Costs"** mean the cost of construction work for the Project including fixed equipment, cost of necessary architectural/engineering services, legal, administrative and clerical costs, cost of land acquisition, necessary travel expenses, costs imposed by the Government to reimburse it for its field expenses, interest during construction, and other necessary miscellaneous expenses, all as determined by the Government.

**Section 2. Prerequisites to Government's Obligations. The Government shall be under no obligation to advance funds or to purchase any Bonds under the Loan Agreement if:**

- (a) **Representations.** Any representation made by the Borrower to the Government in connection with the application or loan shall be incorrect or incomplete in any material respect, or the Government determines that the Borrower has failed to proceed promptly with Project financing or construction;
- (b) **Financial Condition.** The financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government;
- (c) **Concurrence by Government.** The Borrower, having submitted to the Government the documents mentioned in Section 16 hereof, shall have proceeded without having been advised by the Government that the same are satisfactory; it being the purpose of this provision to insure that no action will be taken in the development of the Project which would result in a legal or contractual violation



rendering it impossible for the Government to make the loan hereunder or for the parties to accomplish the objects of the Loan Agreement.

Section 3. Furnishings and Movable Equipment. The Borrower shall, on or before substantial completion of the Project, provide from sources other than the loan hereunder, and from sources and in a manner which will not jeopardize the security of the Bonds, the furnishings and movable equipment necessary to the full enjoyment of the use, occupancy and operation of the Project.

Section 4. Project Site. The Project shall be located on lands of the Borrower, at a site to be approved by the Government.

Section 5. Title Evidence. The Borrower shall furnish the Government satisfactory evidence of its ownership of the Project site.

Section 6. Purchase of Bonds. The Borrower shall initiate and prosecute to completion all proceedings necessary to the authorization, issuance, and sale of the Bonds and to the security thereof. When the said proceedings have been completed to the point of but not including the delivery of the Bonds to the Government, the Borrower may file a requisition requesting the Government to purchase the Bonds. The requisition shall be supported by such data as the Government shall require to determine whether the Government is obligated under the provisions of the applicable Loan Agreement to honor such requisition. If the Government is so obligated, it will purchase the Bonds covered by such requisition, within the limitations, however, specified in the Loan Agreement.

Section 7. Legal Matters. The Borrower shall furnish the Government a transcript of proceedings for the authorization, issuance, sale and security of the Bonds evidencing that the Bonds, when delivered and paid for, will constitute binding and legal obligations, payable and secured in accordance with their tenor, and that all proceedings for the financing and the acquisition, construction and development of the Project preliminary to the delivery of the Bonds to the Government have been had and adopted in due time, form, and manner as required by law.

Section 8. Security. The Borrower shall include in the proceedings for the authorization, issuance, sale, and security of the Bonds, provisions for the payment of the principal of and interest on the Bonds and for the security thereof of the nature required to assure such payment and to safeguard the loan hereunder, including, in case the Bonds are payable in whole or in part from any special sources of revenues, provisions designed to assure the production of such revenues and the application thereof to the extent required for the payment and security of the Bonds and interest thereon, including the maintenance of reasonable reserves.

Section 9. Opinion of Bond Counsel. Simultaneously with the delivery of any of the Bonds to the Government, the Borrower shall furnish to the Government the approving opinion of bond counsel who shall be satisfactory to the Government, and covering generally all of the Bonds and, specifically and unqualifiedly, the Bonds then being delivered to the Government.

Section 10. Construction Financing. The Borrower shall make every effort to obtain interim financing from private sources. Prior to entering into formal agreements for such financing, the Borrower shall furnish the Government with (1) a satisfactory preliminary opinion of bond counsel; (2) evidence of its ability to finance on reasonable terms the cost of the Project up to the time the Bonds are



ready for delivery; and (3) evidence of the receipt of firm bids establishing that the Project can be constructed within the approved estimated cost thereof.

In the event any loan under temporary financing should become due prior to the time when the Bonds are ready for delivery, the Borrower may apply to and, provided that the Borrower is in compliance with the Terms and Conditions of this Loan Agreement, receive from the Government an advance against the Bonds in an amount sufficient to liquidate such temporary loan.

Should the Borrower be able to demonstrate to the Government's satisfaction that interim financing on reasonable terms is not available, the Government will consider requests for advances in anticipation of the issuance of the Bonds. Requisitions for construction advances shall be accompanied by such supporting data as the Government may require. The Government will honor such requisitions in amounts and at times deemed by it to be proper.

Any funds made available to the Borrower by the Government pursuant to this Section shall be repaid in full from the first proceeds derived from the sale of the Bonds, and shall bear interest at the rate specified for the Bonds in the Loan Agreement from the date made available to the date of repayment.

Section 11. Prerequisites to Loan Disbursements. Prior to the Government disbursing any portion of the loan proceeds, the Borrower shall present satisfactory evidence that:

- (a) It is able to provide the furnishings and movable equipment required for the operation of the Project, as specified in Section 3 hereof;
- (b) It has deposited in the Construction Account such funds as are necessary with the loan proceeds to assure completion of the Project; and
- (c) It is able to provide the Project site or sites free from all encumbrances.

Section 12. Construction Account. The Borrower shall set up in a bank or banks which are members of the Federal Deposit Insurance Corporation, or with the fiscal agency of the Borrower fixed by law, a separate account or accounts (herein collectively called the "Construction Account") into which shall be deposited any temporary loans, Government advances, and proceeds from the sale of the Bonds (except accrued interest payments), and the additional funds, if any, required by the provisions of the Loan Agreement to be furnished by the Borrower in order to assure the payment of all Project Costs. Moneys in the Construction Account shall be expended only for such purposes as shall have been previously specified in the project cost estimates approved by the Government.

Where the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the Project for the next 90 days, the Borrower may deposit such excess funds in time deposits in banks that are members of the Federal Deposit Insurance Corporation or may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States Government, which shall mature not later than 18 months after the date of such investment and which shall be subject to redemption at any time by the holder thereof. The earnings from any such deposits or investments shall be deposited in the Construction Account by the Borrower.



Any moneys remaining in the Construction Account after all costs of the Project have been paid shall be promptly used to the extent possible for the redemption of Bonds, and any residue shall be deposited in the Bond and Interest Sinking Fund provided for in the Loan Agreement.

Section 13. Payment of Costs--Additional Funds. The Borrower shall pay all Project Costs and furnish from sources other than the proceeds of the loan, and from sources and in a manner which will not jeopardize the security of the Bonds, the additional funds, if any, which will be sufficient to finance the total Project Costs.

Section 14. Prompt Procedure--Economic Construction. The Borrower covenants and agrees that it will proceed promptly with all matters necessary to the financing and the development of the Project; and that the Project will be undertaken and developed in such a manner that economy will be promoted in such development and in the construction work; and that the Project will not be of elaborate or extravagant design or materials.

Section 15. Approvals and Permits. The Borrower shall obtain all approvals and permits required by law as a condition precedent to the acquisition, construction, development, and operation of the Project.

Section 16. Submission of Proceedings, Contract and Other Documents. The Borrower shall submit to the Government such data, reports, records, and documents relating to the financing, construction, and operation of the Project and financial condition of the Borrower as the Government may require. Approval of the Government must be obtained prior to the assignment of any interest in or part of any contract relating to the Project.

Section 17. Construction by Contract. All work on the Project shall be done under contract and every opportunity shall be given for free, open, and competitive bidding for each and every construction, material, and equipment contract. The Borrower shall give such publicity by advertisements or calls for bids by it for the furnishing to it of work, labor, materials, and equipment as required by applicable law and as will provide adequate competition; and the award of each contract therefor shall be made, after approval by the Government, to the lowest responsible bidder as soon as practicable: *Provided*, that in the selection of equipment or materials the Borrower may, in the interest of standardization or ultimate economy, if the advantage of such standardization or such ultimate economy is clearly evident, award a contract to a responsible bidder other than the lowest in price. The Borrower shall obtain the concurrence of the Government before approving subcontracts relating to the Project.

Section 18. Changes in Construction Contract. Any change in a construction contract shall be submitted to the Government for approval. Construction contracts shall include a provision specifying that the above requirement will be met.

Section 19. Contract Security. The Borrower shall require that each construction contractor shall furnish a performance bond in an amount at least equal to 100 percent of his contract price as security for the faithful performance of his contract and also a payment bond in amount not less than 50 percent of his contract price or in a penal sum not less than that prescribed by State, territorial, or local law, as security for the payment of all persons performing labor on the Project under his contract and furnishing materials in connection with his contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.



Section 20. Insurance During Construction. The Borrower shall require that each of its construction contractors and their subcontractors shall maintain during the life of his contract Workmen's Compensation Insurance and Public Liability and Property Damage Insurance in amounts and on terms satisfactory to the Government. The Borrower shall maintain or require that each of its construction contractors shall maintain during the life of his contract Builder's Risk Insurance in amounts and on terms satisfactory to the Government.

Section 21. (a) Wage Rates: Upon receipt of the list of wage rates determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (Davis-Bacon Act, as amended), the Borrower shall include such list in all contracts calling for work on the Project and require adherence thereto. The Borrower shall also require of each of its contractors that such list shall be posted at appropriate conspicuous points on the site of the Project. Unless otherwise required by law, wage rates need not be listed for non-manual workers, including executive, supervisory, administrative and clerical employees.

If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the above list, such person shall be paid at not less than a rate to be determined by the Secretary of Labor. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Borrower of his intention to employ persons in trades or occupations not classified in sufficient time for the Borrower to obtain approved rates for such trades or occupations.

(b) Computation of Wages on 40-Hour Week. The Borrower shall require of its contractors (a) that the wages of every laborer and mechanic engaged in work on the Project shall be computed on a basic week rate of forty hours per week, constituting a week's work; and (b) that work in excess of forty hours per week shall be permitted upon compensation at one and one-half times the listed rate of pay for all hours worked in excess of forty hours in any one week.

(c) The Government may waive the application of this Section in cases or classes of cases where laborers or mechanics, not otherwise employed at any time in the construction of the Project, voluntarily donate their services without full compensation for the purpose of lowering the costs of construction and the Government determines that any amounts saved thereby are fully credited to the Borrower.

Section 22. Payment of Employees. The Borrower shall require of its contractors that all employees engaged in work on the Project be paid in full (less deductions made mandatory by law) not less often than once each week.

Section 23. Wage Underpayments and Adjustments. The Borrower shall require of each of its contractors that, in cases of underpayment of wages by the contractor, the Borrower may withhold from such contractor out of payments due, an amount sufficient to pay workers employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such workers for the total number of hours worked and may disburse such amounts so withheld by it for and on account of the contractor to the respective employees to whom they are due.

Section 24. Anti-Kickback Statute. The so-called Anti-Kickback Statute, Public Law No. 324, 73rd Congress, approved June 13, 1934 (48 Stat. 1948 as amended), and the regulations issued pursuant thereto, are a part of the Loan Agreement, and the Borrower shall comply, and require each of its contractors employed



in the construction, prosecution, or completion of the Project to comply therewith, and to cause his subcontractors to do likewise.

Section 25. Accident Prevention. The Borrower shall require of its contractors that precaution shall be exercised at all times for the protection of persons (including employees) and property, and that hazardous conditions be guarded against or eliminated.

Section 26. Supervision and Inspection. The Borrower shall provide and maintain on its own behalf competent and adequate architectural or engineering services covering the supervision and inspection of the development and construction of the Project.

Section 27. Nondiscrimination. The Borrower shall require that there shall be no discrimination against any employee who is employed in carrying out the Project, or against any applicant for such employment, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower shall insert the foregoing provision of this Section in all its contracts for Project work and will require all of its contractors for such work to insert a similar provision in all subcontracts for Project work: *Provided,* that the foregoing provisions of this Section shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Borrower shall post at the Project, in conspicuous places available for employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

Section 28. Payments to Contractors. Not later than the fifteenth day of each calendar month the Borrower shall make a partial payment to each construction contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month by the particular contractor, but shall retain until final completion and acceptance of all work covered by the particular contract a reasonable amount, specified in the contract, sufficient to insure the proper performance of the contract.

Section 29. Audit and Inspection. The Borrower shall require of its contractors that the Government's authorized representatives be permitted, and it will itself permit them, to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records appertaining to the development of the Project; and shall permit the Government's authorized representatives to audit the books, records, and accounts of the Borrower appertaining to the loan and the development of the Project.

Section 30. Government Field Expense. The Government will bill the Borrower for payment of the fee specified in the Loan Agreement to cover audit and inspection costs and payment will be due from the first funds deposited in the Construction Account. In the event of termination of the Loan Agreement through the sale of all of the Bonds to private purchasers, the Borrower shall be entitled to a refund of all or a proportionate part of the fee. The refund shall be in such an amount as the Government determines to be equitable under the circumstances.

Section 31. Signs. The Borrower shall cause to be erected at the site of the Project, and maintained during construction, signs satisfactory to the Government identifying the Project and indicating the fact that the Government is participating in the development of the Project.



Section 32. Retention of Title. So long as the Government holds any of the Bonds, the Borrower shall not dispose of its title to the Project or to any facility the revenues of which are pledged as security for the Bonds, or to any useful part thereof, including any facility necessary to the operation and use thereof, and the lands and interests in lands comprising their sites, except as permitted in the Loan Agreement and the bond authorizing proceedings.

Section 33. Insurance on Completed Project.

(a) Fire and Extended Coverage. Upon acceptance of the Project from the contractor, the Borrower shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on the Project and, upon receipt of funds acquired pursuant to the Loan Agreement, the Borrower shall, if such insurance is not already in force, procure Fire and Extended Coverage Insurance on any other of its buildings the revenues of which are pledged to the security of the loan. The foregoing Fire and Extended Coverage Insurance shall be maintained so long as any of the Bonds are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed 80 percent of the full insurable value of the damaged building.

Where a Trustee is to be or has been designated in connection with the Bonds, each such insurance policy shall be acceptable to the Trustee and shall contain a clause making all losses payable to the Trustee as its interest may appear.

In the event of any damage to or destruction of any of said building or buildings, the Borrower shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof, or retire the outstanding bonds.

(b) Boiler Insurance. Upon acceptance of the Project from the contractor, the Borrower shall, if such insurance is not already in force, procure and maintain, so long as any of the Bonds are outstanding, Boiler Insurance covering any steam boilers servicing the Project, in a minimum amount of \$50,000.00.

(c) Liability Insurance. Upon receipt of any funds acquired pursuant to the Loan Agreement, the Borrower shall, if such insurance is not already in force, procure and maintain, so long as any of the Bonds are outstanding, Public Liability Insurance with limits of not less than \$50,000.00 for one person and \$100,000.00 for more than one person involved in one accident to protect the Borrower from claims for bodily injury and/or death which may arise from the Borrower's operations, including any use or occupancy of its grounds, structures and vehicles.

(d) Use and Occupancy Insurance. Immediately upon occupancy of any portion of the Project and so long thereafter as the funds and investments of the Bond and Interest Sinking Fund Account or Collateral Account, if any (as provided in the Loan Agreement) are less than the maximum debt service reserve required by said provisions of the Loan Agreement, the Borrower shall procure and maintain Use and Occupancy Insurance on each building, the revenues of which are pledged to payment of the Bonds, in an amount sufficient to enable the Borrower to deposit in the Bond and Interest Sinking Fund Account, out of the proceeds of such insurance, an amount equal to the sum that would normally have been available for deposit in such Account from the revenues of the damaged building during the time the damaged building is non-revenue producing as a result of loss of use caused by the perils covered by Fire and Extended Coverage Insurance. Where a Trustee is to be or has been designated in connection with the Bonds, each such insurance policy shall be acceptable to the Trustee and shall contain a loss payable clause making any loss thereunder payable to the Trustee as its interest may appear.



Section 34. Parietal Rules. The Borrower shall establish and maintain so long as any of the Bonds are outstanding, such parietal rules, rental rates and charges for the use of the Project facilities and such other facilities the revenues of which are pledged to the payment of the Bonds as may be necessary to (1) assure maximum occupancy and use of said facilities and (2) provide together with any other funds herein pledged to payment of the Bonds (a) the operating and maintenance expenses of said facilities, (b) the debt service on the Bonds, (c) the required reserve therefor, and (d) the Repair and Replacement Reserve where such reserves are required.

Section 35. Proper Records and Books. The Borrower covenants that it will keep accurate financial records and proper books relating to the Project, other facilities the revenues of which are pledged to secure the Bonds, and other pledged revenue sources, and such records and books shall be open to inspection by the Bondholders and their agents and representatives. The Borrower further covenants that not later than 90 days after the close of each fiscal year it will furnish to the Trustee and to any Bondholder who shall request same in writing, copies of audit reports prepared by an independent public accountant, or where appropriate, by the State auditing official, reflecting in reasonable detail the financial condition and record of operation of the Borrower, the Project, other pledged facilities, and other pledged revenue sources, including particularly the Borrower's enrollment, the occupancy or degree of use of and rates charged for the use of, and the insurance on, the Project and any other facilities the revenues of which are pledged in the Loan Agreement, and the status of the several accounts and funds required by the Loan Agreement.

Section 36. Investment of Funds. Moneys on deposit to the credit of the Bond and Interest Sinking Fund Account and/or the Repair and Replacement Reserve Account shall, upon request by the Borrower, be invested by the Trustee or other designated depository, in direct obligations of, or obligations the principal of and the interest on which are guaranteed by, the United States Government. Where the Borrower is required to maintain fixed amounts in such accounts, the investments of such funds shall be valued in terms of current market value as of June 30 and December 31 of each year.

Section 37. Bond Redemption. So long as the Government holds any of the Bonds, it will waive the non-callable provisions, redemption premiums, and publication of notice of call applicable thereto.

Section 38. Interest of Third Parties. The Loan Agreement is not for the benefit of third parties, including the holders from time to time of any of the Bonds, and the Government shall be under no obligation to any such parties, whether or not indirectly interested in said Agreement, to pay any charges or expenses incident to compliance by the Borrower with any of its duties or obligations thereunder.

Section 39. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

Section 40. Bonus or Commission. By execution of the Loan Agreement the Borrower represents that it has not paid and, also, agrees not to pay, any bonus, commission, or fee for the purpose of obtaining an approval of its application for the loan hereunder.



## EXHIBIT B

The following Special Conditions are made a part of the Loan Agreement for the above-numbered project, as specified in Section 6 of the Loan Agreement.

1. The Borrower covenants and agrees that as soon as any portion of the Project is available for use that all revenue derived from the collections of the pledged Student Activity Fee shall be deposited as received to the credit of a special fund to be known as the 1962 Revenue Fund Account and held in custody of the Borrower, separate and apart from all other funds. Such 1962 Revenue Fund Account shall be maintained, so long as any of the Bonds are outstanding, in a bank which is a member of the Federal Deposit Insurance Corporation and shall be expended and used by the Borrower only in the manner and order specified below.
2. The Borrower shall establish with the Trustee to be designated in the Bond Indenture, and maintain so long as any of the Bonds are outstanding, a separate account or accounts (herein collectively called the "1962 Bond and Interest Sinking Fund Account") into which shall be deposited all accrued interest received from the sale of the Bonds, which sum shall be credited against the amount to be deposited into the Account on the next interest payment date. As soon as any portion of the Project becomes available for use, the Borrower shall transfer from the 1962 Revenue Fund Account and deposit to the credit of the 1962 Bond and Interest Sinking Fund Account, on or before each March 15 and September 15, a sum which, together with the interest for the current interest period chargeable as a project development cost shall be sufficient to pay the interest on the outstanding Bonds as the same becomes due. Provided, however, that beginning September 15, 1964, and thereafter the Borrower shall transfer from the 1962 Revenue Fund Account and deposit to the credit of the 1962 Bond and Interest Sinking Fund Account, on or before each March 15 and September 15, the sum of at least \$8,000 until the funds and/or investments therein are sufficient to meet the interest on the outstanding Bonds due on the next interest payment date and one-half of the principal due within the succeeding twelve months, plus a debt service reserve in the sum of \$23,600 and, thereafter, on or before each March 15 and September 15, such sum from said source as may be necessary to meet the interest on the Bonds due on the next interest payment date, and one-half of the principal due within the succeeding twelve months, and maintain the debt service reserve in the sum of \$23,600.
3. Subject to the foregoing, the Borrower may use the balance of excess funds in the 1962 Revenue Fund Account at the close of each school term (1) to redeem outstanding Bonds on the next interest payment date, in inverse numerical order and in amount of not less than \$5,000 per value at one time, or (2) for any expenditures, including the payment of debt service, in improving or restoring any existing housing and dining facilities or providing any such additional facilities, or (3) for any other lawful purpose



4. The Terms and Conditions CFA-520 (7-60) attached to and made a part of the Loan Agreement are hereby modified as follows:

- (a) Section 33. Insurance on Completed Project is deleted.
- (b) Section 34. Parictal Rules is deleted.
- (c) Section 35. Proper Records and Books is replaced with the following:

Proper Records and Books. The Borrower covenants that not later than 90 days after the close of each fiscal year it will furnish to the Trustee and to any Bondholder who shall request same, in writing, copies of audit reports prepared by an independent public accountant, or where appropriate, by the State auditing official, reflecting in reasonable detail the financial condition and record of operation of the Borrower including specifically the collections derived from the pledged Student Activity Fee, the Borrower's enrollment and the status of the several accounts and funds required by the Loan Agreement.

5. The Borrower covenants and agrees to levy against all enrolled students a special Student Activity Fee sufficient to produce an income of not less than \$16,000 annually.



DEPARTMENT, AGENCY, OR BUREAU: CFA - Housing and Home Finance Agency,  
 Region V, 300 W. Vickery Blvd., Fort Worth 4, Texas  
 DESCRIPTION OF WORK:  
 CR-Ark-51(S) - Arkansas State Teachers College - Dining Hall Addition

DIVISION NO.  
**AB-12,523**  
 LAW CODE

DATE OF DECISION  
**12-7-62**  
 EXPIRES  
**3-5-63**  
 SUPERSEDES DECISION NO.

Proposed Bid Opening Date  
 LOCATION (CITY OR OTHER DESCRIPTION):  
 Conway  
 STATE: Arkansas  
 COUNTY: Faulkner

ZI - Ark.  
 1 - s

APPRENTICE SCHEDULE

The apprentice rate is by percentage of the journeymen's rate unless otherwise indicated.

Craft	Interval	Period and Rate of the journeymen's rate unless otherwise indicated.									
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Bricklayers	6 mos.	40	45	50	60	75	85				
Cement masons	6 mos.	35	45	55	65	75	85				
Electricians	6 mos.	40	45	50	55	60	65	75	80		
Ironworkers	1000 hrs.	40	70	75	80	85	90				
Linemen	Year	63	65	72	80						
Roofers	6 mos.	\$1.35	1.50	75	80	90	95				
Sheet metal workers	6 mos.	45	50	55	60	65	70	75	80		
Sprinkler fitters	6 mos.	63	66	69	72	75	81	84	87	90	
Stone masons, tile setters, terrazzo workers, marble workers, same as bricklayers.											
Painters	6 mos.	40	50	60	70	80	90				
Lathers	6 mos.	40	50	60	70	80	90				
Plasterers	6 mos.	35	45	55	65	75	85				
Plumbers - steamfitters	Year	50	55	60	70	80					
Carpenters	Year	1.50	1.85	2.00	2.25						

Ark. 1-PAD  
 1-P

	Per Hour		Per Hour
Asbestos workers	\$3.85	Line Construction (Cont'd):	
" " Improvers:		Groundman (1st 6 mos.)	1.95
" " 1st year	2.15	" (advanced)	6.35
" " 2nd year	2.49	Winch equipment	7.35
" " 3rd year	2.79	Painters:	
" " 4th year	3.11	Brush, paperhangers, glaziers & steam cleaners	\$3.00
Boilermakers-Blacksmiths	4.00	Spray gun operator & sand blasters	3.45
" " helpers	3.75	Boiler coater operator	3.15
Bricklayers:		All skeleton steel & wood truss work erected	3.25
Bricklayers	1.00	Stages, structural scaffolding & window jack work, on jobs over 10 feet in height	3.25
Stone masons	4.00	Swinging stage from ground up	3.25
Marble masons	2.95	Plasterers	3.60
Terrazzo workers	2.95	Plumbers:	
Tile setters	2.95	Plumbers	3.80
Cleaners - pointers - caulkers	4.00	Plumbers (outside 10 mi. radius of Pulaski County Court House)	4.10
Carpenters:		Steamfitters	3.80
Carpenters	2.80	Steamfitters (outside 10 mi. radius of Pulaski County Court House)	4.10
Soft floor layers	2.60	Pipefitters	3.80
Millwrights	3.00	Roofers	2.75
Cement masons	3.25	Sheet metal workers	3.65
Elevator constructors	3.65	Sprinkler fitters	3.95
" " helpers	2.50	Truck Drivers:	
Electricians:		Pick-ups, light	1.10
Electricians	3.60	Stake body or flat bed	1.55
Cable splicers	3.725	Semi-trailer, dump, batch	1.70
Ironworkers, structural	3.575	Winch and A-frame	2.00
" " ornamental	3.575	Pipefitters (outside 10 mi. radius of Pulaski County Court House)	4.10
" " maintenance	3.575	Welders - receive rate prescribed for craft performing operation to which welding is incidental.	
Laborers:		Mason tenders	1.75
Common laborer	1.60	Plasterers tenders	1.75
Air tool operator	2.00	Roofers helpers	1.35
Mortar mixers	1.75	Tile, marble & terrazzo helpers	1.75
Sanitary tile layer	2.00	Apprentices tile helpers	1.35
Lathers	3.80		
Line Construction:			
Linemen	3.60		
Cable splicer	3.725		
Elevator constructor mechanics's helpers (probationary) - 50% of the journeymen's wage rate			

(Building Construction):	Per Hour
<b>Power Equipment Operators</b>	
<b>Boom Equipment Operators:</b>	
Crane, clamshell, dragline, backhoe, shovel, derricks with boom pile driver, cableways, cherry picker, paver with boom, hydro truck crane, dozer with boom attachments, grade all, Mechanic, welders, boom overhead & traveling crane.	\$3.70
<b>Heavy Equipment Operators:</b>	
Bulldozer, side boom, highlift, carry all scraper, LeTourneau pulls and like equipment, motor patrol, DM-10's, 15's, 20's, Euclid scraper and like equipment, locomotive, pushcat, concrete spreader, central mixing plant, elevating grader, paver with no boom, bullfloat operator, mixer larger than 10's, tower excavators, air compressor 365 cu. in. or over, asphalt roller, asphalt spreader, finishing machine, fork lift over 3 tons, foundation drill, water well driller, hydro tamper, rubber tired farm tractor and like equipment with backhoe attachments, dope machine, cleaning machine, Multiple drum hoist, blacksmith, trenching machine.	3.50
<b>Semi-heavy Equipment Operators:</b>	
Mixer mobile, pumpcrete, dirt roller all types, conveyor, churn or earth drill, power blade grader, hoist 1 drum, distributors, winch or A-frame truck, form grader, rock crusher, batch plant, rubber tired farm tractor and like equipment with attachments such as: end loader and blades, spray machine operator, boiler fireman high or low pressure, fork lift under 3 tons, snatch cats with winch.	3.00
<b>Light Equipment Operators:</b>	
Air compressors, welding machines, pumps, oiler-driver motor crane, bottom or end dump Euclid and like equipment, light plants, pug mill.	2.80
<b>Miscellaneous Classifications:</b>	
One air compressor, scale, one pump, equipment greaser oiler, mechanic helper, well driller helper, tail tower, one welding machine.	2.45



U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage pre-determination as required by law applicable to the work described.

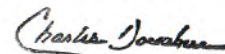
A study has been made of wage conditions in the locality and on the basis of information assembled by the Department of Labor the wage rates listed herein are hereby determined by the Secretary of Labor as the prevailing rates of wages for the described classes of labor in accordance with the applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be used during such period and made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates contained in this decision, unless modified, shall be the minimum wage rates to be paid under any such contract by contractors and subcontractors on the work.

Under the Davis-Bacon Act the contracting officer shall require that any class of laborers and mechanics not listed in the Secretary's decision, which will be employed on the contract, shall be classified or reclassified by the contractor or subcontractor conformably to the Secretary's decision and a report of the administrative action taken in such cases shall be transmitted by the agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of and rates for a particular class of laborers and mechanics to be used, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for final determination. Where classifications of laborers and mechanics which were not included in the original decision are desired under any statutes other than the Davis-Bacon Act, a supplementary wage determination shall be requested by the Agency Head. Wage determinations issued under the Davis-Bacon Act are identified by law code "DB." The law code is omitted on wage determinations issued under other statutes.

The wage rates contained in this decision are straight hourly wage rates. In some areas management and labor organizations in the construction industry have collectively bargained for health and welfare funds and other similar contributions. Such contributions are not included in wage rates determined by the Secretary of Labor for construction projects.

By direction of the Secretary of Labor,



Solicitor of Labor.