

MINUTES OF A REGULAR MEETING
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA
THURSDAY, DECEMBER 9, 1965 - 10:00 A.M.

A regular meeting of the Board of Regents of the University of Oklahoma was held in the office of the President of the University, Norman, on Thursday, December 9, 1965, beginning at 10:00 a.m.

The following were present: Regent Julian J. Rothbaum, President, presiding; Regents Johnson, Davidson, Little, Sparks, and Calvert.

ABSENT: Regent John Houchin.

The following were also present: Vice Presidents Pete Kyle McCarter and Horace B. Brown; Mr. David A. Burr, Assistant to the President for University Relations; Mr. James E. Swain, Director of Public Information; Mrs. Barbara James, Assistant Secretary of the Regents; Dr. James L. Dennis, Director of the Medical Center and Dean of the School of Medicine; and Mr. Raymond D. Crews, Business Administrator of the Medical Center.

The minutes of the meeting held on November 11, 1965, were approved.

President Cross said that a personnel item had inadvertently been omitted from the agenda. He recommended that the following appointment be added to the agenda under Section A-1: Dr. Jack F. Parker, Professor of Education, \$18,000 for 12 months, September 1, 1966.

The Regents unanimously approved adding this item to the agenda.

President Cross brought up the matter of State Question 433 which, if approved on December 14, will provide \$38½ million for capital improvements for higher education. He said present plans are for the University to use its share of these funds as follows:

Repair and modernization of present buildings	\$1,500,000
Extension of utility lines, tunnels, heating, etc.	1,750,000
Social Science Building	2,500,000
Physical Science Center, first unit	3,000,000
Life Sciences (repair, remodeling and extension of Richards Hall)	2,000,000
Fine Arts Center, second unit	1,300,000

The above list may add up to more funds than the University will receive, even with matching funds, but two additional facilities have been included on the list of priorities, as follows:

College of Law	\$2,750,000
Lower Division Library	2,500,000

President Cross said that the bond money, if it becomes available, has a great many possibilities of being matched from various Federal sources and it is hoped also to match some of it with private funds.

President Cross reported that Regent Calvert, who is in charge of the state-wide effort to promote the bond issue, had given him a statement which he would like presented to the Regents for adoption and publication. President Cross read the following statement:

Oklahoma's 18 state colleges and universities are in the midst of an enrollment crisis. By 1975 twice as many young people will be seeking higher education. The University of Oklahoma and other state institutions of higher education must expand if we are to meet the needs of future generations.

On December 14, 1965, State Question 433 will come before the voters. It asks approval for the sale of \$54,750,000 in bonds to finance capital improvements for state facilities. With matching funds, as much as \$85,000,000 could be available for needed construction.

Payment of the bonds will be made through existing cigarette tax revenue, and no additional taxes will be necessary.

A "Yes" vote on December 14 will provide the continued growth and development of the University of Oklahoma, the other state institutions of higher education, mental health hospitals, public health facilities, penal institutions, educational television, the state library, and many other state agencies.

As Regents of the University of Oklahoma, we urge all voters in Oklahoma to exercise their voting privilege and support State Question 433 next Tuesday.

On motion by Regent Calvert the statement was unanimously adopted.

Dr. Brown reported that at the September 23 meeting the Regents authorized the sale of 173 shares of Dividend Shares, Inc. which were a part of the Crippled Children's Hospital Fund. The shares were sold on September 28. On October 5, Dividend Shares, Inc. declared a stock dividend and later the same month 5 shares of stock, which were issued in error, were received. We have been notified that the Transfer Agent requires the adoption of the following resolution by the Regents authorizing sale

of the stock before the stock certificate issued to the Regents in error can be disposed of:

RESOLUTION

RESOLVED THAT, we, the Regents of the University of Oklahoma do hereby authorize the sale of the following stock of the Dividend Shares, Inc.:

5 shares - Certificate Number CGO74069

and by these presents we do hereby ratify and confirm the sale of the said shares; and

BE IT FURTHER RESOLVED THAT, Emil R. Kraettli, Secretary of the Regents of the University of Oklahoma, be and he is hereby authorized and empowered to endorse by, and on behalf of the said Regents of the University of Oklahoma, the stock certificate mentioned above, held by the said Regents of the University of Oklahoma, and by these presents we do hereby ratify and confirm the said endorsement of the said shares; and

BE IT FURTHER RESOLVED THAT, the President and the Secretary of the Regents of the University of Oklahoma be and they are hereby empowered to certify the action taken.

Dr. Brown also presented the following recommendations for investments in the various funds:

Sallie B. Clark Loan Fund:

Reinvest the \$12,931.44 balance available as a result of a Certificate of Deposit maturing on January 6, 1966, in another Certificate of Deposit for a period of six months.

Murray Case Sells Foundation:

Invest the \$7,268.18 cash available in a Certificate of Deposit for six months.

Murray Case Sells Building Fund:

Invest the \$9,000 available as a result of a Federal Land Bank Bond becoming due on December 20, 1965, as follows:

\$4,000 Federal Land Bank 4.35's due May 2, 1966
\$5,000 U. S. Steel 4 5/8's due January 1, 1996

With the \$3,745 cash available purchase 13 shares of S. S. Kresge and 25 shares of General Electric.

On motion by Regent Sparks, all of the above recommendations on investments, including the resolution, were unanimously approved.

FACULTY

LEAVES OF ABSENCE:

Sabbatical Leaves of Absence:

Lawrence M. Rohrbaugh, Jr., Professor of Botany, with full pay, January 16 to June 1, 1966.

W. Eugene Hollon, Professor of History, with half pay, September 1, 1966 to June 1, 1967.

Max L. Moorhead, Professor of History, with half pay, September 1, 1966 to June 1, 1967.

Leave of Absence without Pay:

Arthur H. Doerr, Professor of Geography, January 16, 1966 to September 1, 1967.

APPOINTMENTS:

Jack F. Parker, Ed.D., Professor of Education, \$18,000 for 12 months, September 1, 1966.

Joan Sutherland, Special Instructor in Geography, \$1,400 for 4½ months, 1/2 time, January 16, 1966.

Leonard Philip Alberstadt, Special Instructor in Geology, \$1,407 for 4½ months, 1/2 time, January 16 to June 1, 1966.

Gerald Guy Nalewaik, Special Instructor in Geology, \$1,407 for 4½ months, 1/2 time, January 16 to June 1, 1966.

William Houston Lowry, Special Instructor in Library Science, \$787.50 for 4½ months, 1/4 time, January 16 to June 1, 1966.

Margaret J. Patterson, Special Instructor in Library Science, \$497.50 per month, 3/4 time, January 16 to June 1, 1966.

Therese Germaine Lorson, Teaching Assistant in Modern Languages, \$1,000 for 4½ months, 1/2 time, January 16 to June 1, 1966.

William Joseph O'Malley, Visiting Lecturer in Social Work, part time, November 1, 1965 to June 1, 1966. Paid by School and Community Services.

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Rosa M. Deliz, Spanish Teacher, Puerto Rico Peace Corps Project, \$511.33 per month, October 25, 1965 to March 15, 1966.

Felipe Lima, Spanish Teacher, Puerto Rico Peace Corps Project, \$511.33 per month, October 25, 1965 to March 15, 1966.

Teresa Pimental, Spanish Teacher, Puerto Rico Peace Corps Project, \$541.66 per month, October 25, 1965 to March 15, 1966.

María Sanchez, Spanish Teacher, Puerto Rico Peace Corps Project, \$511.33 per month, October 25, 1965 to March 15, 1966.

CHANGES:

Sydney James Burgess Corrigan, title changed from Adjunct Associate Professor to Visiting Associate Professor of Physics, salary changed from -0- to \$8,520 for 9 months, September 1, 1965 to June 1, 1966.

Raul Zaltzman, title changed from Extension Specialist II, School and Community Services, to Instructor in Civil Engineering, salary changed from \$9,156 for 12 months to \$3,438 for 4½ months, January 16 to June 1, 1966. Returns to School and Community Services, June 1, 1966.

Jerry Lee Latta, Teaching Assistant in Physics, salary increased from \$325 to \$375 for 4½ months, 1/4 time, September 1, 1965.

RESIGNATION:

Robert L. Malka, Teaching Assistant in Modern Languages, January 16, 1966.

GRADUATE ASSISTANTS

APPOINTMENTS:

Dewey Mark Lonnes, Finance, rate of \$1,800 for 9 months, 1/2 time, November 8, 1965 to June 1, 1966.

Ray Thomas Fullerton, Modern Languages, \$1,000 for 4½ months, 1/2 time, January 16, 1966.

CHANGE:

Janet Christou Constantinides, English, salary increased from \$1,800 to \$2,000 for 9 months, 1/2 time, September 1, 1965.

RESIGNATIONS:

J. D. Allred, Education, January 1, 1966.

Virginia Reynolds Goff, English, November 1, 1965.

Jack Ross Noble, Government, November 15, 1965.

Mary Sue Bachrach, Modern Languages, January 16, 1966.

Approved on motion by Regent Davidson.

President Cross reported that during the past several months, the Regents' Insurance Committee has been working to prepare a revised set of specifications for the University Group Life, Accident and Health and Major Medical Plans which have now been distributed to bidders. Because of the length of time necessary to prepare these specifications, it was necessary to again request the American General Life Insurance Company to extend our present policy. We had originally requested an extension from September 30 to October 31, 1965, and then from October 31, 1965, to December 31, 1965. Our last request was that the coverage be extended to January 31, 1966. American General responded by stating they would be willing to extend the coverage beyond the close of this calendar year but that it would have to require amendments to the present contract.

The first amendment suggested by the insurance company provides that the Group Life benefits would not be available in cases of disability occurring after December 31, 1965. The second amendment relates to the extension of major medical coverage for employees and their dependents. This coverage now provides that if an insured is totally disabled and under the care of a physician, the coverage will extend until December, 1966, rather than to the end of the calendar year next following the termination of the policy.

The first amendment would terminate benefits which are now presently available to our employees as of December 31, 1965, even though the policy continued in effect. This benefit provides that if a person is totally disabled, his life insurance coverage continues. It is very unlikely that any one would be totally disabled during the month of January, 1966, but if this did occur, it would constitute a major loss of insurance benefits.

Under the second suggested amendment individuals covered by our present policy will not lose any coverage since the effective date of the new coverage will "dovetail" with the termination date of the old. Normally, the American General policy would have expired on September 30, 1965. If this had occurred, then the extended medical coverage under the plan would have continued only until December, 1966. By requesting the three extensions to the contract which carry the contract into 1966, we would, without this amendment, be requiring American General to extend their coverage for an extra 12 months or until December of 1967. It is obvious that this was not anticipated and the company has not set up any reserve for this coverage and will not be able to do so during the next two months.

American General has made three proposals in regard to these amendments after some discussion with Dr. Brown and Professor Swank. The proposals are as follows:

1. Require only the second amendment, which pertains to an extension of the major medical benefits, and extend the basic contract to January 31, 1966.
2. Require both amendments and extend the basic contract until February 28, 1966.
3. Require neither amendment to the contract and extend the basic contract to September 30, 1966, with a rate adjustment.

President Cross recommended that we accept American General's first proposal and execute the amendment on the extension of the major medical benefits and continue the base contract until January 31, 1966.

Approved on motion by Regent Johnson.

President Cross reported the Department of Government has requested that its name be changed to Department of Political Science, and the request has been endorsed by the administrative officials concerned and by the Council on Instruction.

The proposed new title will more accurately describe the areas of instruction for which the Department is responsible and will conform to usage in nearly all other major institutions.

Changing the name of the Department will automatically require a change of title for the members of the Department.

President Cross recommended that the name of the Department of Government be changed to Department of Political Science, with corresponding changes in the titles of the members of the Department, effective upon approval by the Regents.

Approved on motion by Regent Davidson.

President Cross reported the Oklahoma State Regents for Higher Education, at their meeting on Monday, November 22, approved the recent request of the University for authorization to establish a Division of Family Medicine within the Department of Preventive Medicine and Public Health at the Medical Center.

No action.

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MEDICAL CENTER PERSONNEL

APPOINTMENTS:

Martin J. Griffin, Ph.D., Assistant Professor of Biochemistry, clinical rates, November 1, 1965.

James S. Williams, M.D., Clinical Assistant in Medicine, clinical rates, October 1, 1965.

Phillip J. Wright, M.D., Clinical Assistant in Medicine, clinical rates, November 1, 1965.

Nancy L. Adsett, M.A., Research Associate in Pediatrics, \$300 per month, part time, October 5, 1965.

CHANGES:

Clarence F. Bayless, B.S., Instructor in Laboratory Medicine, salary increased from \$6,275 to \$6,300 for 12 months, October 1, 1965.

Donald J. Bertoch, M.A., Instructor in Medical Psychology in Psychiatry, salary increased from \$7,660 to \$9,600 for 12 months, October 1, 1965.

David W. Bishop, M.D., Associate Professor of Ophthalmology, salary increased from \$19,000 to \$21,400 for 12 months, October 1, 1965.

Richard H. Bottomley, M.D., title changed from Instructor in Medicine to Instructor in Research Medicine and Assistant Professor of Molecular Biology in Biochemistry, November 1, 1965.

Charles A. Carmack, M.D., Assistant Professor of Anesthesiology, salary increased from \$882.91 to \$1,070.01 per month, September 1, 1965.

Ben I. Heller, M.D., Professor and Head of Laboratory Medicine, Professor of Medicine, Director of Clinical Laboratories; given additional title of Consultant Professor of Laboratory Medicine in Pathology, November 1, 1965.

Thomas E. Nix, M.D., Assistant Professor of Dermatology, salary increased from \$6,000 to \$6,200 for 12 months, October 1, 1965.

Robert R. Phillips, Ph.D., Visiting Lecturer in Psychiatry, salary changed from \$200 to \$125 per month, November 1, 1965.

Eugene Pumpian-Mindlin, M.D., Professor and Vice Chairman of Psychiatry, salary changed from \$29,279 to \$25,950 for 12 months, October 1, 1965.

Marshall D. Schechter, M.D., title changed from Professor of Pediatrics, Consultant Professor of Psychiatry and Consultant in Preventive Medicine to Professor of Child Psychiatry in Psychiatry and Consultant Professor of Pediatrics, July 1, 1965.

Robert M. Sayre, M.A., Research Associate in Dermatology, salary increased from \$540 to \$573.33 per month, November 1, 1965.

Bertram E. Sears, M.D., Assistant Professor of Anesthesiology, salary changed from \$1,083 to \$750 per month, September 1, 1965. Also paid \$3,000 per year from Department of Public Welfare.

Hilli Sevelius, M.D., Instructor in Medicine, salary increased from \$8,500 to \$8,667 for 12 months, October 1, 1965 to July 1, 1966.

Bobby G. Smith, M.D., Assistant Professor of Urology, salary changed from \$4,034 to \$2,567 for October 1, 1965 to May 1, 1966.

John R. Sokatch, Ph.D., Associate Professor of Microbiology; given additional title of Associate Professor of Biochemistry, November 1, 1965.

Webb M. Thompson, M.D., Associate Professor of Pediatrics, salary changed from \$17,500 to \$16,500 for 12 months, October 1, 1965.

Arthur Vega, M.A., title changed from Research Associate to Instructor in Psychiatry, November 1, 1965.

George R. Williams, M.D., Professor of Surgery, salary changed from \$18,750 to \$18,500 for 12 months, October 1, 1965.

RESIGNATIONS:

Charles D. Ingram, M.S., Instructor in Medical Library Sciences, December 7, 1965.

Approved on motion by Regent Johnson.

President Cross presented the following letters from the Medical Center.

"October 28, 1965

"Dear President Cross:

"There is a need at the University Hospitals for an Intensive Care Center to provide in one area the life-saving equipment necessary for critically ill patients as well as to conserve the skills of our most qualified nursing personnel. Through the generosity of the Auxiliary to the University Hospitals, tentative arrangements have been made for the construction of such a unit on one of the hospital's surgical wards. It will replace an outdated, inadequate nursing unit without reducing the number of beds or services of the hospital. The cost of the project will come from other than state funds.

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"The firm selected by our benefactors to develop the plans and to make the necessary alterations is well known to the Medical Center and fully acceptable to the Superintendent of the Physical Plant and the Business Administrator. All work will be supervised by the Physical Plant Department. Plans for the project are attached.

"We respectfully request approval of the project and that the Ray Padgett Construction Company be authorized to proceed with the necessary alterations.

Sincerely yours,

/s/ James L. Dennis, M.D.

James L. Dennis, M.D.
Director and Dean"

"November 2, 1965

"Dear Dr. Cross:

"Mr. Robert Terrill, Hospital Administrator, has informed me that they have been unable to make satisfactory financial arrangements with the contractor who had been proposed to do the remodeling for the intensive care center. This will require reconsideration of the project.

"Mr. Terrill suggested that this item be withdrawn from the Regents' agenda. This seems to be the only thing to do, and I therefore request that the proposal made in Dr. Dennis' letter of October 28 be held off the agenda for the November meeting of the University Regents.

"In the absence of Dr. Dennis, I am asking Dr. Joseph White, Associate Director of the Medical Center, to approve this letter.

Sincerely

/s/ R. D. Crews

Raymond D. Crews
Business Administrator of the
Medical Center"

"November 30, 1965

"Dear President Cross:

"On October 28, 1965, Dr. Dennis mailed to you plans for the alteration of a part of Ward 2-A to provide an intensive care center. Because of financial problems, a request was made on November 2 that this item be withdrawn from the Regents' agenda.

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"We believe the cost of this alteration will be approximately \$15,000 and a major portion of this sum will be given us by the Auxiliary to University Hospitals. We are also exploring other sources including our own budget. In order to establish an actual cost, we have taken the liberty to call for bids to be opened on December 8.

"We respectfully request that approval for the modification of a portion of Ward 2-A for an intensive care center, and consideration of the bids to be opened on December 8, be placed on the Regents' agenda.

"This request has the approval of the Business Administrator, Hospital Administrator, Superintendent of Physical Plant, and Dr. Dennis.

"I am writing this letter in the absence of Dr. Dennis, who is out of the city, and will not be back in time to make the request for this month's agenda.

Respectfully yours,

/s/ Joseph M. White

Joseph M. White, M.D.
Associate Director and
Associate Dean"

Mr. Crews distributed a tabulation of the bids received. The base bids were as follows:

J. Ed Milner & Sons	\$17,623
Dan Craig Construction	15,250
E. V. Cox Construction Co.	17,342
Novak Construction Co.	17,503

Since all of the base bids were in excess of the funds made available for this project, Mr. Herbert C. O'Neil, Superintendent of the Medical Center Physical Plant, has figured his cost for this job and states that he can do it with force labor and stay within the money available. Mr. Crews and Dean Dennis recommended that all of the bids received be rejected as being over the funds available, and that the Medical Center be authorized to proceed with the project through the use of force labor. Mr. Crews said the use of force labor does not mean a subsidy of the project because every hour of labor will be paid from funds available for the project.

President Cross recommended approval of the plans for the establishment of an Intensive Care Center in the University Hospitals and the above procedure for completing the project.

Approved on motion by Regent Johnson.

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On November 18, 1965, copies of the proposed architectural contract between the Regents and Coston-Frankfurt-Short were mailed to each member of the Board. The letter accompanying the contract requested that the approval or disapproval be voted by mail. On December 6, the last letter was received from the Board. The mail vote returned by Regent Davidson included a letter which he now requested be made a part of these minutes:

"November 24th, 1965

"Dear Dr. Cross:

"Pursuant to your letter of November 19th, 1965 please find enclosed the copy of letter, showing my approval of the architectural contract between the Regents and Coston-Frankfurt and Short. As you will recall, we were advised that it was absolutely urgent that this contract be executed immediately, and as I recall we were to have received the modified contract on Friday, the 12th November, so that it could be returned to your office during the week of the 15th. By reason of this urgency I have approved the form of the contract, but I would call your attention to several problems that I find with it, and in particular where this contract varies substantially from our previously approved contract.

"On page 2, under sub-section f., there has been added the following:

'Selection of such engineers shall be subject to the approval of the OWNER and the qualifications of the engineers must be submitted to the OWNER prior to their selection.'

This language might, in my opinion, relieve the architect of some of the responsibility which he now has for all of the work of the architectural contract, including the engineering work. If we control too closely the engineers which shall be selected by the architect, we may be asking for trouble. It would seem to me that if it is necessary for us to control the engineering work to the degree indicated in this contract, that we would be better off to have separate engineering contracts, or require the engineer to be a principal to the architectural contract.

"On page 2, under h., we require full-time supervision, which is consistent with our policy concerning a job of \$800,000 or more. However, I will call your attention to page 7, paragraph V, wherein we define the responsibility of the architect with relationship to supervision, and merely require 'general supervision'. I take it that both clauses are intended to be operative, and that full-time supervision and inspection will be required.

"On page 4, under sub-paragraph m., I find the following wording;

'It is specifically understood that if plans or studies of other buildings are necessary for this purpose, the ARCHITECT will complete them as a part of this contract.'

I am concerned that the architect might take this paragraph as creating an obligation on the Regents to employ this architect for architectural services on future work involving the buildings which might be planned under this section. As I recall, the Regents were specifically advised that this contract related only to the Basic Science Building, and that no further work was to be considered placed with the architects, either directly or morally, and that decisions on future work would be made at the time the work was required, or at least requests for the work acted upon by the Regents. I believe the architect should be thoroughly advised on this point, so that he will not be misled and will not assume that any work done under this clause would entitle him to future work with the University.

"The comments on the paragraph immediately hereinabove would be applicable to the first full paragraph on page 6 of the contract, with the further comment that the 7 1/2% is based upon the reasonable estimated cost of the Basic Science Building, and not the additional buildings.

"The last paragraph on page 6, which is completed at the top of page 7, requires the payment for travel and traveling expenses for the consultant, and I believe that the Board is familiar with the obligation that we have assumed in this particular. However, the provision that the architect will be paid for travel outside the State of Oklahoma and will be reimbursed for necessary and reasonable travel and living costs, is completely new to any of our architectural contracts. I have been advised by several architectural firms who have done work for the University, that a substantial part of their costs of preliminary design is devoted to extensive travel throughout the United States. I am not certain that this is true, however I believe that we may be setting a bad precedent in including this clause in the contract. If it were not for the further clause that all such expenditures must be made at the request of the Owner, I would not have approved this contract.

"From the tenor of my letter I am sure that you can see that I feel that the contract is not fully satisfactory, but that my approval is given solely upon the basis of the extreme urgency of the situation.

Very truly yours,

/s/ James G. Davidson

JAMES G. DAVIDSON"

The mail vote was unanimous in favor of approval of the architectural contract as follows:

ARCHITECT'S CONTRACT

This agreement made this 6th day of December, 1965, by and between the Regents of the University, a body corporate, hereinafter called the OWNER and Coston-Frankfurt-Short, Architects and Engineers, hereinafter called ARCHITECT.

WITNESSETH, that whereas the OWNER intends to erect at the Medical Center of the University of Oklahoma a Basic Science Teaching Building hereinafter called the WORK.

Now, therefore, the OWNER and the ARCHITECT for the consideration hereinafter named, agree as follows: The ARCHITECT agrees to perform for the above named WORK all of the professional services hereinafter set forth below.

The OWNER agrees to pay the ARCHITECT for the services a fee of six per cent of the cost of the WORK. It is understood, however, in no event will the fee be more than \$240,000.

The parties hereto further agree to the following conditions:

I. THE ARCHITECT'S SERVICES The ARCHITECT agrees to perform full and complete professional services for the OWNER in connection with the erection and construction of the WORK, which services without limiting the obligations hereby imposed upon the ARCHITECT, shall include the following specific items in addition to any other required or needed architectural services:

a. To prepare and furnish, subject to the approval of the OWNER, all of the preliminary surveys, studies, sketches, drawings, cost of material data, and all other preliminary information needed or required by the OWNER.

b. To make all necessary investigations in the preparation of the plans, drawings, specifications, and estimates.

c. To prepare and furnish, subject to the approval and acceptance of the OWNER, all final plans, specifications, designs, working drawings, blueprints, estimates and other contract documents together with as many copies thereof as may be needed or required by the OWNER.

d. To prepare and furnish large scale and full size detailed drawings for architectural, structural, plumbing, heating, electrical, and all other mechanical works necessary for the construction of the WORK together with as many copies thereof as may be needed or required by the OWNER.

e. To prepare and furnish bid forms and the form of contracts for the furnishing of materials or the performance of labor which may be necessary for the construction of the said WORK.

f. To provide the services of licensed engineers for all structural and mechanical design, and all drawings prepared shall be stamped with the licensing seal of the engineers doing such work. Selection of such engineers shall be subject to the approval of the OWNER and the qualifications of the engineers must be submitted to the OWNER prior to their selection.

g. To issue certificates of the estimates of value of work performed and material used in the construction of the WORK from time to time as provided in any contracts that may be entered into between the OWNER and the contractor or contractors in connection with the construction of the said WORK.

h. To provide full-time supervision and inspection of the project to insure proper fulfillment of the said WORK as required by the plans and specifications and to recommend any changes, if necessary, to insure good workmanship.

i. To require the testing by the contractor of all material, materials or combination of materials whenever or wherever it shall be necessary to determine whether or not the prescribed specifications are being complied with by the contractor.

j. To notify the OWNER, or its authorized representative, immediately whenever the contractor requests a change of plans or specifications after construction has started, such notice must be in writing and will include a formal change order document, if the ARCHITECT recommends approval. Under no circumstances will the ARCHITECT authorize the contractor to proceed with such a change in plans or specifications prior to consent of the OWNER, or its authorized representative. The OWNER will designate in writing an authorized representative or representatives to carry out the provisions of this paragraph.

k. To carry errors and omissions insurance in the amount of \$1,000,000.00.

l. To employ and to pay the fee for the services of a consultant or consulting firm, which shall be selected solely by and responsible to OWNER, to provide a site study and long range development plan for the Medical Center of the University of Oklahoma and who will provide the ARCHITECT the functional and space program of the WORK. Such studies shall include the basic concepts of the contents of the WORK and shall contain the personnel, area, interrelationships, principle equipment and special conditions required in the project. It is understood by the

ARCHITECT that such program must be completed by the consultant which they shall hire in order for the OWNER to obtain matching fund monies from the Federal Government to aid in the construction of the WORK.

m. To provide all of the services to the OWNER which shall be necessary for the OWNER to make an application to the Federal Government for federal funds to match the money provided by the State of Oklahoma to construct the WORK. It is specifically understood that if plans or studies of other buildings are necessary for this purpose, the ARCHITECT will complete them as a part of this contract. The ARCHITECT will also assist the OWNER in meeting all requirements of the Federal Government after the application is submitted and will make all changes, modifications or corrections required of the ARCHITECT. It is specifically understood that the final application for matching funds must be filed with the Federal Government by March 1, 1966, and the ARCHITECT must have all necessary work completed in order that the application may be timely filed.

II. THE OWNER'S RESPONSIBILITIES - The OWNER shall provide full information as to his requirements for the WORK.

The OWNER shall designate, when necessary, representatives authorized to act in his behalf. The OWNER shall examine documents submitted by the ARCHITECT and render decisions pertaining there promptly. The OWNER, to avoid unreasonable delay in the progress of the ARCHITECT'S work, shall observe the procedure of issuing orders to the contractor only through the ARCHITECT.

The OWNER shall furnish or direct the ARCHITECT to obtain at the OWNER'S expense, a certified survey of the site, giving, as required, grades and lines of streets, alleys, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site; locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines, both public and private; and test borings and pits necessary for determining subsoil conditions.

The OWNER shall pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.

III. APPROVAL OF PLANS - The ARCHITECT must obtain the written approval of the OWNER on the final draft of the plans and specifications. It is further understood by the ARCHITECT that no final decisions with respect to the original or any revised plans and specifications shall be made without the prior approval of the OWNER whether before or after construction of the WORK has commenced and such approval of the OWNER must be in writing.

IV. PAYMENTS - Payments to the ARCHITECT on account of his fee shall be made as follows: Upon presentation by the Consultant of the functional and space program for the WORK, the sum of \$40,000.00 shall be paid. As the work of the Consultant progresses, the OWNER shall pay monthly to the ARCHITECT such amounts as are necessary to pay for the Consultant's services. It is understood that the total fee to be paid to the ARCHITECT under this provision shall not exceed Twenty Five percent (25%) of the ARCHITECT'S fee which shall be computed on a reasonable estimated cost of construction of the WORK.

Upon completion of the schematic design phase of the Basic Science Teaching Building, a sum equal to Seven and one-half per cent (7½%) of the fee computed upon a reasonable cost estimate of construction of the WORK.

Upon completion of the schematic design phase of any additional buildings required for the submission of an application to the Federal Government for matching funds, a sum equal to Seven and One-half per cent (7½%) computed upon a reasonable estimated cost of construction of the WORK.

Upon completion of the preliminary plans for the Basic Science Teaching Building and any other buildings or structures if required by the Federal Government for the approval of the application for matching fund by the OWNER a sum equal to Fifteen per cent (15%) computed upon a reasonable estimated cost of construction of the WORK.

Upon the completion and acceptance by the OWNER of all working drawings, specifications, cost break down, and all other data necessary to advertise for bids for the WORK the ARCHITECT shall be paid a sum equaled to Thirty per cent (30%) of the fee computed upon a reasonable estimated cost on such completed specifications and drawings or if bids have been received, then computed upon the lowest and best bonified (sic) bid.

From time to time during the execution of the WORK and in proportion to the amount of services rendered by the ARCHITECT payments shall be made until the aggregate of all payments made on account of the fee under this article shall be a sum equal to the fee set forth above, which fee shall be computed upon the final cost of construction of the WORK.

That in addition to the above listed payments the ARCHITECT may be reimbursed for necessary and reasonable travel, living and telephone expenses incurred by the Consultant and paid by the ARCHITECT to the Consultant. It is further agreed that if the ARCHITECT is required by the OWNER to travel outside the State of Oklahoma, the ARCHITECT will be reimbursed for all necessary and reasonable travel and living costs. Such request must be made by the OWNER or its designated representative in writing to the ARCHITECT.

It is understood by the ARCHITECT that all such payments shall be made solely from an allocation of money by the State Regents for Higher Education to the University of Oklahoma from a sum appropriated by House Bill No. 1032 of the 30th Session of the Oklahoma Legislature, and from part of the sum appropriated by House Bill No. 779 of the 28th Session of the Oklahoma Legislature. It is also understood by the ARCHITECT that in the event the Federal Government should grant to the OWNER matching fund monies for the purpose of constructing the WORK then the fee shall be paid on a pro-rata basis from the State appropriated funds and the Federal funds. It is further provided that this contract shall not create any general obligation against the State of Oklahoma, the University of Oklahoma, or the Regents of the University of Oklahoma and shall be subject to the laws and Constitution of the State of Oklahoma.

V. SUPERVISION OF THE WORK - The ARCHITECT will by general supervision guard the OWNER against defects and deficiencies in the WORK of the Contractor and the ARCHITECT will require any and all Contractors and Sub-contractors engaged in the performance of any work in connection with the construction of the WORK to comply with the plans and specifications in that the ARCHITECT may condemn any work which fails to comply. In every instance of failure of the Contractor to follow the plans and specifications the ARCHITECT will immediately order the WORK stopped and notify the OWNER, or its authorized representative.

VI. FUNDS AVAILABLE FOR WORK - The OWNER has allocated to the WORK the sum of \$4,500,000. which shall be the total cost of the project. This amount shall include the construction cost of the WORK, site work and utilities, contingency allowance, architect's fee, (including Consultant's fee), fixed equipment and movable equipment. It is further understood and agreed that the ARCHITECT will, at his own expense, make such eliminations, changes, and corrections in the accepted plans and specifications as may be necessary to reduce the said total project cost to a maximum of \$4,500,000. in the event that the lowest acceptable bid received on the plans and specifications as originally accepted is in excess of the funds available for the construction contract. Provided that all changes, eliminations and corrections in the accepted plans and specifications made by the ARCHITECT to reduce the cost of the WORK shall be subject to the Specific written approval of the OWNER.

VII. DEFINITION OF THE COST OF THE WORK - The cost of the WORK as herein referred to in determining the fee of the ARCHITECT the lowest and best bid price for the WORK which is accepted by the OWNER and does not include any payments made to the ARCHITECT or Consultants.

VIII. OWNERSHIP OF DOCUMENTS - The drawings and specifications as instruments of service are, when completed, the property of the OWNER.

IX. SUCCESSORS AND ASSIGNMENTS - The OWNER and the ARCHITECT each bind himself, his partners, successors, legal representatives and

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assigns to the other party to this agreement and to the partner, successors, legal representatives, and assigns of such other party in respect of all covenants contained in this agreement except the ARCHITECT shall not assign, sublet, or transfer his interest in this agreement without the written consent of the OWNER.

The OWNER and ARCHITECT hereby agree to fully perform the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement of the day and year first above written.

Attest:

Secretary

Attest:

Secretary

OWNER
Regents of the University of Oklahoma

By _____
President

ARCHITECT
COSTON-FRANKFURT-SHORT,
Architects and Engineers

By _____
President

President Cross recommended the Regents confirm their action in approving the contract by mail.

Approved on motion by Regent Johnson.

Dean Dennis and Mr. Crews retired from the meeting.

ADMINISTRATIVE AND PROFESSIONAL

APPOINTMENTS:

Nancy Bavinger, Consultant, Continuing Education Housing, part time, October 1, 1965 to July 1, 1966. Paid by special payment.

Jessie Mackay Foster, Extension Specialist II, Puerto Rico Peace Corps Project, \$300 per month, 1/2 time, October 11, 1965 to March 15, 1966.

CHANGES:

Charles E. Maudlin, title changed from Acting Director to Director of the Computer and Electronic Data Processing Laboratories, salary increased from \$12,300 to \$13,500 for 12 months, January 1, 1966.

Samuel P. Lyles, Education Specialist, Civil Defense Program, salary changed from \$4,000 for 12 months, 1/2 time, to \$7,800 for 12 months, full time, November 15, 1965 to July 1, 1966.

Ernest E. Sellars, title changed from Extension Specialist II to Director, Southwest Center for Gerontological Studies, and Extension Specialist III, College of Continuing Education, salary increased from \$7,008 to \$8,500 for 12 months, November 1, 1965.

RESIGNATIONS:

John Luciano Delgado, Extension Specialist II, Puerto Rico Peace Corps Project, November 16, 1965.

Robert A. Ferguson, Extension Specialist II, Business and Industrial Services, December 1, 1965.

Hazen Robert Walker, Extension Specialist II, Puerto Rico Peace Corps Project, November 1, 1965.

Approved on motion by Regent Calvert.

President Cross recommended approval of the following allocation of funds for the third quarter, 1966, from Section 13 and New College Funds:

Additional Campus Lighting	\$ 5,000
Remodeling basement of building recently purchased at 1005 South Jenkins (partial allocation--balance will be allocated from fourth quarter)	10,000
Purchase of property at University Place and Jenkins (for location of O.G.&E. sub-station--to repay funds borrowed from University Foundation)	20,000
Matching funds for National Science Foundation Undergraduate Instructional Scientific Equipment Grants	20,000
Major Alterations and Improvements	<u>12,500</u>
	\$67,500

Approved on motion by Regent Davidson.

The matching funds required from the University for the National Defense Student Loan Program for the spring semester, 1966, is \$19,668.56. This amount will be available in the Sallie B. Clark Loan Fund and in the Murray Case Sells Foundation.

President Cross recommended that the Regents authorize transferring \$7,600.00 from the Murray Case Sells Foundation and \$12,068.56 from the Sallie B. Clark Loan Fund as the 1/9 matching portion of the total allocation from the government for the National Defense Student Loan Program for the spring semester, 1966.

Approved on motion by Regent Calvert.

The final plans and specifications for the addition to Copeland Hall as completed by the University's Architectural Committee were presented to the Regents. President Cross recommended that the Regents accept the plans and specifications and authorize calling for bids on the project.

Approved on motion by Regent Calvert.

President Cross reported the Kewaunee Technical Furniture Company has satisfactorily completed the installation of the laboratory furniture and equipment for the Botany and Microbiology Building. Payment of the final invoice from the Kewaunee Company is now in order.

President Cross recommended that the Regents accept the installation of the furniture and equipment in the Botany and Microbiology Building as complete and authorize the President's Office to process the final payment to the Kewaunee Technical Furniture Company.

Approved on motion by Regent Calvert.

President Cross reported that bids were received on November 30 for the installation of the switchgear equipment for the University's Physical Plant. The following bids were received:

Belco Electrical Contractors	\$117,900
Boyington Electrical Contractors	121,775
Industrial Electric Company	122,500
Shawver & Son, Inc.	126,660
Smith-Weir	126,400

President Cross recommended that the contract be awarded to the low bidder, Belco Electrical Contractors, for a total amount of \$117,900.

Approved on motion by Regent Calvert.

President Cross reported that invitations to bid were sent to 27 potential bidders for furnishing regular laundry service for the University for the period January 1 through December 31, 1966.

The bid circulated was set up in two sections. One section covers laundry service for all departments except the Center for Continuing Education, which is set up in a second section. This separation was made to allow bidders to bid on either one or both sections. Some laundries do not have the capacity to handle both.

The following bids were received:

	<u>Section I</u>	<u>Section II</u>
Up To Date Laundry, Shawnee	\$5,615.00	\$11,450.00
Nuway Laundry, Norman	9,099.00	20,600.00
Norman Steam Laundry	6,031.00	Incomplete
White Swan, Oklahoma City	none	12,450.00

President Cross recommended that the contract be awarded to Up To Date Laundry, Shawnee, Oklahoma, for both sections at an estimated cost of \$17,065.00.

Approved on motion by Regent Little.

President Cross reported that bids were received for furnishing aviation gasoline and jet fuel for the period January 1, 1966, through December 31, 1966. Only one completed bid was returned. Apparently the provision that the successful bidder furnish storage and servicing equipment for the jet fuel is a deterrent to bidders, but this is a necessary requirement so far as Max Westheimer Field is concerned. The one bid returned is as follows:

Continental Oil Company, Houston

A. Aviation gasoline 80/87 octane 60,000 gals. @ \$0.1377 gallon	\$8,262.00
B. Aviation gasoline 100/130 octane 60,000 gals. @ \$0.1437 gallon	8,622.00
C. Jet Fuel (JP-A or JP-1) 50,000 gals. @ \$0.1337 gallon	6,685.00

These prices are the same as the contract last year. No tax is included.

There was a discussion of the reasons for not receiving more than one bid. Vice President Brown stated some of the firms are interested in a bid for three years, but not for a period as short as one year. Mr. Swank, however, has ruled that a three-year contract in this particular area would

not be legal. Mr. Davidson was of the opinion that we should let this contract for a period of three years, but if this is not possible, perhaps the University should look into installing the equipment which would be used by the successful bidder each year.

After a further discussion, Regent Calvert moved approval of President Cross's recommendation to award the contract to Continental Oil Company as shown above. The recommendation was approved, but, in an effort to encourage competitive bidding, the Regents requested the administration to make a study during the next few months of the possibility of the University installing the necessary equipment for storing gasoline. A cost estimate and suggested solution should be presented before invitations to bid are circulated for 1967. The Regents also requested that a wider distribution of bids be made.

President Cross reported bids have been received for furnishing and supervising the installation of certain photographic equipment to be installed in the Journalism Building when the new addition is completed. Bidders were advised delivery must be delayed until the addition of the building is completed.

Since this equipment comprises what might be considered a photographic unit and installation is involved, the bids should be considered only on the basis of low total bid. The following bids were received:

Lew Wenzel & Company, Tulsa, net	\$9,689.91
Eastman Kodak Stores, Inc., Oklahoma City	9,901.70
Less 2% - 30 days	<u>198.03</u>
	9,703.67
Chemco Photoproducts Company, Dallas, net	10,165.90
Wenzel Graphic, Inc., Kansas City, Mo., net	10,536.25

Bids were sent to 12 firms.

President Cross recommended that the contract be awarded to the low bidder, Lew Wenzel and Company, Tulsa.

Approved on motion by Regent Calvert.

President Cross reported that during September the University circulated invitations to bid on basketball broadcasting rights for the 1965-66 season. No bids were received.

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The following letter has been received from Mr. J. R. Bellatti, Executive Director, Network Services Company, in which the Company proposes to establish a network broadcast of the games at no cost to the University:

"November 30, 1965

"Mr. Ken Farris
Athletic Business Manager
University of Oklahoma
Norman, Oklahoma

"Dear Ken:

"This is to confirm our telephone conversation of November 29 in regards to broadcasting the University of Oklahoma basketball games in the 1965-66 season.

"We are proposing to broadcast all of the OU games, home and away, starting with the game of December 27 from Kansas City. We are proposing Bob Berry, the present football sportcaster to do the play-by-play for basketball.

"As of this date we have been able to confirm the following stations to carry the OU basketball: KNOR, Norman; KNBQ-FM, Oklahoma City; KOCW-FM, Tulsa; KCRC, Enid; and possibly KWCO, Chickasha.

"Network Services Company will underwrite along with KNOR, Norman the difference between the income and expense of originating the basketball broadcasts.

"Your earliest approval of our request to be designated as the official and exclusive broadcaster of the University of Oklahoma basketball will be appreciated.

Sincerely yours,

/s/ Jim Bellatti

J. R. Bellatti
Executive Director
Network Services Company"

Mr. Kenneth Farris has recommended that the proposal be accepted. President Cross also recommended that the proposal from Network Services Company be accepted with the understanding that the broadcasts will be at no expense to the University and will be conditional on the University approving the sponsors.

On motion by Regent Johnson, the recommendation was approved with the further stipulation that the approval of sponsors be identical to that contained in our standard agreement on football broadcasting.

Under new business, President Cross reported that Mr. Gomer Jones had requested that he be relieved of his duties as Head Football Coach but requested that his contract remain the same otherwise. Since this item was received too late to be placed on the agenda, President Cross recommended the matter be added to the agenda. On motion by Regent Calvert, it was unanimously voted to add the item to the agenda for this meeting.

President Cross recommended that Mr. Gomer Jones' contract be modified to permit him to be relieved of his coaching duties in football, but that it remain essentially the same otherwise.

On motion by Regent Sparks, the recommendation was unanimously approved.

President Cross said that a screening committee composed of members of the Athletic Council, the Board of Regents, and himself would study the qualifications of those being considered to replace Mr. Jones as Head Football Coach and reduce the list. After the list has been reduced it will be presented to the Athletic Council for action and a recommendation will then be presented to the President for submission to the Board of Regents.

President Cross stated the Chairman of the Athletic Council, Professor George Fraser, had submitted the names of the following Athletic Council members for the committee:

Professor George Fraser
Professor Harry Hoy (alternate)
Dr. Dennis Crites
Dr. Harold Huneke

He said, also, that the Alumni Association representative on the Athletic Council, Mr. Lou K. Sharpe, Jr. of Checotah, will serve on the screening committee.

Mr. Rothbaum requested the following members of the Board to serve on the screening committee:

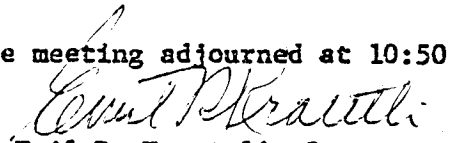
Regent Johnson
Regent Sparks
Regent Calvert

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Mr. Rothbaum requested that President Cross serve as Chairman of this committee.

There being no further business the meeting adjourned at 10:50 a.m.


Emil R. Kraettli, Secretary

Others present at the meeting were as follows:

Elizabeth Stubler, University Public Information Office
Blaine Smith, University Public Information Office (operating the tape recorder)
Peggy O'Rear, Oklahoma City Times
Travis Walsh, Tulsa World
Jack Wilkinson, UPI
Volney Meece, Daily Oklahoman and Times
Tom Hartman, KOCO-TV
Frosty Troy, Tulsa Tribune
Ed Turner, KWTW
Sandy Turner, Norman Transcript
Carl Hedrick, Channel 2, Tulsa, and Channel 10, Ada
Bill English, KOMA
John Bagwell, KUVY
Bo Nance, WNAD
Roy Harris, Oklahoma Daily
Jack Ogle, WKY-TV
Bruce Hinson, WKY-TV (cameraman)
Jim Weeks, Norman Transcript
Don Davis, Oklahoma Journal
Jerry Scarbrough, Associated Press
Mike Minnis, Daily Oklahoman and Times