

GEORGE W. OVERSHINER  
ATTORNEY AT LAW  
6200 FRANKWOOD TERRACE  
FORT WORTH, TEXAS 76112

(817)451-3782

January 12, 1990

*✓XC-Give to Peter Hanke*  
*1-17-90*  
*a*

Board of Regents  
of  
The University of Texas System  
201 W. 7th Street  
Austin, Texas 78701  
Attention:  
Mr. Arthur H. Dilly, Executive Secretary  
Box N  
Austin, Texas 78713-7328

*George W. Overshiner*  
*1-17-90*

RE: Appeal of Peco, Inc. d/b/a Peco Construction Company

Gentlemen:

In accordance with your letter of August 10, 1989, I have conducted a hearing of the subject claim, and enclose my Findings and Recommendation.

I appreciate the opportunity to serve you, and hope that my action pleases you. If I can be of further service, please advise.

Sincerely Yours,

*George W. Overshiner*  
George W. Overshiner

APPEAL OF

PECO, INC., d/b/a PECO CONSTRUCTION COMPANY

THE UNIVERSITY OF TEXAS SYSTEM (U.T.S.)

Contract (Agreement) number OFPC/C-2435-6/7

Basic Science Building - Fifth Level Completion

U.T. Health Science Center - San Antonio, Texas

Project Number 402-608

Appeal to the Board of Regents Dated June 15, 1989

Under Contract General Provisions 5.2.1 (Disputes)

Contract Dated March 10, 1987 - Amount of Contract \$2,923,000

APPEARANCE FOR CONTRACTOR:

Andy Douglas  
Douglas & Elms, Inc.  
San Antonio, Texas

CO-COUNSEL FOR CONTRACTOR:

John F. Younger, Jr.  
Tinsman & Houser, Inc.  
San Antonio, Texas

APPEARANCE FOR THE UNIVERSITY  
OF TEXAS SYSTEM (U.T.S.):

Peter S. Hanke  
Austin, Texas

HEARING OFFICER FOR THIS APPEAL:

George W. Overshiner  
Fort Worth, Texas

## FINDINGS AND RECOMMENDATION

The University of Texas System (hereafter called UTS) entered into a contract with Peco, Inc. d/b/a Peco Construction Company (hereinafter called Peco) on March 10, 1987. The contract is Number OFPC/C-2435-6/7 and the work required is the Basic Science Building Fifth Level Completion, U.T. Health Science Center, San Antonio Project Number 402-608.

The contractor claims \$524,581 for alleged extra mechanical work (i.e. sheetmetal, plumbing and piping costs performed by subcontractor Todd-Ford, Inc.) and \$39,500 for withheld liquidated damages. These two claims total \$564,081.

The claims were denied and appeal made to UTS Chancellor Hans Mark. Mr. Mark denied the appeal on May 19, 1989. Appeal was then made by the contractor to the UTS Board of Regents. By letter dated August 10, 1989 the UTS Board of Regents appointed me (George W. Overshiner) Hearing Officer for the appeal. The UTS Board of Regents requested that the hearing first be limited to the lack of timeliness and proceeding to a second hearing only if it is determined that the claim was made timely. Therefore the hearing has been conducted on the issue of lack of timeliness for both claims.

A full scale hearing was conducted in San Antonio, Texas on November 28, 1989. In addition, the attorneys for the parties (i.e. Peco and the University of Texas System) entered into a 43 paragraph Stipulation of Facts dated November 28, 1989. This

Stipulation shows that the parties have agreed to all or almost all of the pertinent facts. I find that the dispute is actually over an interpretation of these facts and the contract. (See Attachment A - Stipulation of Facts).

I find that both claims are untimely and that Chancellor Mark's decision dated May 19, 1989 is correct. I recommend that these claims be entirely denied.

Peco accepted final payment unconditionally as evidenced by Attachment A, stipulation numbers 5-15, and UTS cancelled check number 510551, dated "9/16/88" payable to Peco and endorsed unconditionally by Peco. (Attachment B). It would have been simple for Peco to enumerate any pending claims at time of final payment, if there were any pending claims at that time.

The mechanical work portion of the claim is again untimely, and I recommend its denial for the additional reason that it did not comply with the certification, timeliness and other requirements of Paragraph 6.3 of the contract's General Conditions. (See Attachment A, Stipulations 31-43).

I also agree with Chancellor Mark's reasons for this denial. Therefore I incorporate it as a part of my opinion (See Attachment C) and I add the following additional support.

Peco offers no reason for failure to comply with the contract's General Conditions set out in Chancellor Mark's decision, and I have found no evidence showing an attempt to comply. The contractor argues that the claim shows a breach of contract during the construction period. Unspecified "deficiencies" in the plans and specifications relating to

"space problems" are alleged to and have resulted in this "breach of contract". The actual quantification of the plumbing and sheetmetal work was not finished until months after the job was finished.

I agree that "defective" plans and specifications could be a breach of contract. However, minor deficiencies in the plans and specifications are found in nearly all jobs, and are not breaches of contract. At the least, a prudent experienced contractor would have attempted to comply with the notice requests in the contract. The evidence showed that the contractor and the UTS employees were cooperating to complete the job. These facts show there was no breach of contract.


The contractor argues that the contract became breached because of the value of the changes. I see no evidence to support this position. The contract change order provisions are clear and the subcontractor Todd-Ford had no standing to make a claim. Claims were required to be submitted by the contractor (i.e. only Peco). The contractor was and is experienced and could not ignore all of the contract provisions requiring a timely written notice. The written claim was given to UTS months after the written notices were required.

In this case, Ken Ables, the UTS inspector, issued field or change orders in every instance he was aware of where extra work was involved. See TR page 63-64 and 165. The contract records show that 15 contract modifications were processed during the contract period.

Not every defective contract specification, drawing or

error results in a breach of contract. (See Texas Construction Association v Balli 558 SW2d 513 @ 521 Tex. Civ. App. - Corpus Christi, 1977, no writ). Generally, a provision in a contract providing that any alterations or deviations must be executed in writing is binding. There can be no recovery for the change unless written request is made. In this case there has been no evidence that the Peco contract was breached or that the written contract provisions were waived.

For all of the above reasons I concur with the May 19, 1989 decision of Chancellor Hans Mark and recommend that the claim or claims be entirely denied.



George W. Overshiner

Hearing Officer

ATTACHMENTS

- A) STIPULATION OF FACTS
- B) CHECK
- C) DECISION BY MR. HANS MARK, CHANCELLOR  
UNIVERSITY OF TEXAS SYSTEM

**ATTACHMENT A - STIPULATION OF FACTS**

## STIPULATION OF FACTS

By their respective counsel, Peco, Inc., d/b/a Peco Construction Co. ("Peco"), and The University of Texas System (UTS) stipulate to the following facts to be considered by the Hearing Officer appointed by The Board of Regents of The University of Texas System to hear Peco's appeal taken pursuant to Paragraph 5.2.1 Disputes of the General Conditions of Contract No. OFPC/C-2435-6/7 dated March 23, 1987, from the decision dated May 19, 1989, by Chancellor Hans Mark of UTS:

1. ARTICLE X CONTRACT FINAL ACCEPTANCE AND PAYMENT of the General Conditions outlines certain steps to be taken leading up to and including final payment.
2. Pursuant to paragraph 10.1 NOTIFICATION of the General Conditions, Peco by letter dated March 15, 1988, to the Architect requested final inspection.
3. UTS made final inspection and, as UTS informed Peco by letter dated May 9, 1989, found the Work (except for the penthouse mechanical area) substantially complete and ready for Owner occupancy on May 7, 1988.
4. UTS advised that said date of May 7, 1988, would terminate liquidated damages and start the guarantee/warranty period, that Peco could terminate its builder's risk insurance, and that UTS would assume responsibility for security, maintenance, and housekeeping as of said date.
5. Peco submitted certain closeout documents to the Architect in July, 1988.
6. Peco's closeout documents included a set of as-built drawings, warranties and guarantees, Peco's affidavit of payment of debts and claims, conditioned upon final payment, affidavits of waiver of lien and payment of debts and claims from 28 subcontractors (including Todd-Ford), and a consent of surety to final payment.
7. The last of the monthly pay estimates that Peco submitted was its Payment Estimate No. 15 dated August 11, 1988, requesting payment of an asserted contract balance of \$40,762.49 arrived at by deducting from the \$2,923,000 contract price previous payments of \$2,860,193 and "accepted deductions" of \$22,044.51.
8. Attached to the pay estimate were two pages of numbers headed CONTRACT BREAKDOWN that show \$40,762.49 unpaid on the contract.
9. After Peco declined to sign Change Order No. 14 reducing the contract price by \$39,500 on account of liquidated damages and UTS

sent to Peco Unilateral Change Order No. 14, UTS marked up the pay documents and mailed them back to Peco together with a check dated September 16, 1988, payable to Peco for \$1,262.49.

10. In marking up the pay documents, UTS added lines to the CONTRACT BREAKDOWN to show a deduction of \$39,500 for liquidated damages and altered the pay estimate to increase the "accepted deductions", and decrease the contract balance, by \$39,500 and to show a revised contract balance of \$1,262.49.

11. UTS sent to Peco the \$1,261.49 check accompanied by Peco's Payment Request No. 15 marked "Final" by UTS and Peco's CONTRACT BREAKDOWN form marked by UTS to show deductions of \$39,500 in liquidated damages and a contract balance due of \$1,262.49.

12. Peco deposited the \$1,261.49 check on September 28, 1988.

13. At the time of making said deposit, Peco did not make any written protest or claim, or other written communication, to UTS.

14. Paragraph 10.3 of the General Conditions provides:

10.3 FINAL PAYMENT: The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) faulty or defective Work appearing after Substantial Completion; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of any special warranties required by the Contract Documents. Acceptance of the Final Payment shall constitute a waiver of all claims by the Contractor except those enumerated at the time of final payment.

15. On September 28, 1988, Peco had not yet made an objection to Unilateral Change Order No. 14 reducing the contract price by \$39,500 to reflect liquidated damages.

16. Before September 28, 1988, Peco informed UTS that its subcontractor Todd-Ford, Inc. ("Todd-Ford"), had said it was going to make a claim based on alleged problems with Owner specifications and supervision, but as of that date the claim had not yet been made by Todd-Ford against Peco.

17. Said written claim against Peco was not made until Todd-Ford sent its January 23, 1989, letter to Peco, enclosing the claim, which was received by Peco pursuant to additional transmittal letter from Todd-Ford dated February 16, 1989.

18. On June 23, 1988, Phelps/Garza/Bomberger, UTS's Architect for the project (the "Architect"), prepared a Proposed Change Order No.

14 reducing the contract amount by \$39,500 to reflect a credit to UTS on account of liquidated damages charged against Peco in accordance with UTS's letter to Peco dated June 17, 1988.

19. By letter dated June 27, 1988, Peco forwarded a Proposed Change Order for liquidated damages under the Peco/Todd-Ford subcontract to Todd-Ford with request to sign and return the same; this was denied by Todd-Ford by its letter to Peco dated July 14, 1988.

20. By letter dated August 10, 1988, to the Architect, Peco declined to sign Proposed Change Order No. 14.

21. By letter dated September 1, 1988, UTS transmitted to Peco its "unilateral" Change Order No. 14. which UTS had designated as "Unilateral Change Order No. 14."

22. By a letter dated September 29, 1988, Mr. Andy Douglas, counsel for Peco, objected on Peco's behalf, within 30 days after receipt of the Unilateral Change Order No. 14 but after Peco had deposited UTS's \$1,262.49 check referred to in paragraph 11 above. to Unilateral Change Order No. 14, "the purpose of such objection including, but not being limited to compliance with section 6.7.5.4 of the Uniform General Conditions and Supplementary General Conditions for the State of Texas, Building Construction Contracts, as such are applicable to the above referenced project."

23. The cited paragraph 6.7.5.4 of the General Provisions provides:

6.7.5.4- If the Contractor objects to a unilateral Change Order, he shall state in writing his specific objections to or specific points of disagreement with the work described in the unilateral Change Order within thirty (30) days of receipt of such Change Order. Failure to object timely constitutes waiver of any claim related to the Change Order.

24. Peco passed UTS's charge of \$39,500 in liquidated damages along to Todd-Ford.

25. Mr. Larry Bernhardt, UTS's Resident Construction manager, in his letter to Peco dated September 14, 1987, stated in part: "The progress of work on the referenced project has been inadequate to achieve scheduled progress and completion of the work within the contract time. In accordance with 8.4.1 and 8.4.2, the work progress is to be increased to bring the project on schedule for completion within the contract time. Your plan of action and revised schedule is to be submitted prior to our next job conference on October 7, 1987. Your attention is called to Article 8.5 of the UGC/SGC regarding failure to complete all work on time.

The Owner will assess liquidated damages, in accordance with the contract, for such failure."

26. In his letter to Peco dated May 9, 1988, Mr. Bernhardt stated that the Fifth Level of the Basic Science Building was substantially complete and ready for Owner occupancy on May 7, 1988, and that such date would terminate liquidated damages and start the guarantee/warranty period for the project.

27. In his letter to Peco dated June 17, 1988, Mr. Bernhardt stated that liquidated damages would be assessed in the amount of \$39,500 based on 79 days at \$500 per day from February 17, 1988, to substantial completion/Owner occupancy on May 7, 1988.

28. By letter dated August 10, 1988, to the Architect, Peco declined to sign Change Order No. 14. See attached copy of letter.

29. By letter dated September 1, 1988, UTS transmitted to Peco a copy of the same Change Order No. 14, marked "unilateral" and stated that this change order "removes \$39,500 in liquidated damages from the contract price in accordance with the contract provisions and as stated in Mr. L.J. Bernhardt's letter (6-17-88) attached to Change Order."

30. Todd-Ford is a subcontractor to Peco and is not in privity of contract with UTS.

31. The contract between UTS and Peco does not provide a procedure for subcontractors to make claim against UTS.

32. The contract between UTS and Peco provides procedures under paragraphs 6.1, 6.3, 6.7, and 8.3 of the General Conditions for Peco to make claims against UTS for additional costs and additional time, respectively.

33. Peco has not certified to UTS that its claim against UTS with respect to Todd-Ford's \$524,581 claim is made in good faith, that the supporting data for such claim are correct, accurate, and complete to the best of Peco's knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which Peco believes The University of Texas is liable.

34. The formal, detailed, written claim for \$524,581 against UTS was not communicated to UTS until forwarded to UTS by Peco's letter dated February 23, 1989; Todd-Ford was on the job from approximately May 4, 1987, through approximately the week of April 18, 1988.

35. Peco forwarded to UTS by its letter dated August 10, 1988, a copy of a letter to it dated July 14, 1988, from Todd-Ford, in which Todd-Ford stated in part: "[O]ur claim for added sheetmetal

cost... is nearing completion."

36. Mr. Douglas in his letter dated September 29, 1988, to Mr. Lee Smith reiterated, among other things, Todd-Ford's intention to make a claim and enclosed a copy of a letter to it from Todd-Ford dated September 27, 1988, in which Todd-Ford stated in part that it had "prepared a claim for added sheetmetal and piping costs on this project that will be submitted to your office very soon."

37. Todd-Ford's claim was forwarded to UTS by Mr. Douglas' letter dated February 23, 1989.

38. Prior to such submittal, no dollar amount for the claim had been stated by Ford-Todd to Peco.

39. The claim was for an increase of \$524,581 in the price of the Peco/Todd-Ford subcontract for the mechanical work on the project.

40. Mr. Douglas's forwarding letter dated February 23, 1989, took no position as to the merits of the claim against Peco by Todd-Ford.

41. As of November 20, 1989, Peco has not asserted a position as to the merits of the Todd-Ford claim.

42. As of November 20, 1989, Peco has not asserted a position as to the merits of the claim of \$524,581.

43. Peco has not asserted that it owes or has paid to Todd-Ford any of the \$524,581.

SO STIPULATED THIS 28th DAY OF NOVEMBER, 1989.

Peco, Inc., d/b/a Peco  
Construction Company

By: /s/ Andy Douglas  
Andy Douglas  
Douglas & Elms Inc.  
Attorney for Peco, Inc.

The University of Texas System

By: /s/ Peter S. Hanke  
Peter S. Hanke  
Office of General Counsel  
Attorney for The University  
of Texas System

ATTACHMENT B - CHECK

B

**THE UNIVERSITY OF TEXAS**

HEALTH SCIENCE CENTER AT SAN ANTONIO  
SAN ANTONIO, TEXAS 78284

30-09  
1140

510551

PAY TO THE ORDER OF

PECO CONSTRUCTION COMPANY

DATE	ACCOUNT NO.	AMOUNT
9-16-88	19	1,262.49

EXACTLY **1262.49**

FROST NATIONAL BANK  
SAN ANTONIO, TEXAS

*[Handwritten Signature]*

510551 1262.49 991 090 000126249

ATTACHMENT C - DECISION BY MR. HANS MARK, CHANCELLOR  
UNIVERSITY OF TEXAS SYSTEMS

The University of Texas at Arlington  
The University of Texas at Austin  
The University of Texas at Dallas  
The University of Texas at El Paso  
The University of Texas of the Permian Basin  
The University of Texas at San Antonio  
The University of Texas at Tyler



(4) C  
The University of Texas Southwestern Medical Center at Dallas  
The University of Texas Medical Branch at Galveston  
The University of Texas Health Science Center at Houston  
The University of Texas M. D. Anderson Cancer Center  
The University of Texas Health Science Center at San Antonio  
The University of Texas Health Center at Tyler  
The University of Texas Institute of Texas Cultures at San Antonio

## THE UNIVERSITY OF TEXAS SYSTEM

601 COLORADO STREET AUSTIN, TEXAS 78701

Office of the Chancellor

May 19, 1989

Mr. Andy Douglas  
Attorney at Law  
Douglas & Elmes, Inc.  
1100 N. W. Loop 410, Suite 800  
San Antonio, Texas 78213

RE: APPEAL OF PECO CONSTRUCTION COMPANY FROM DECISION OF R. S. KRISTOFERSON

(OGC#:17038--UTHSCSA)

Dear Mr. Douglas:

This responds to the letter dated May 10, 1989, to me from James L. Noland, Secretary/Treasurer of Peco Construction Company ("Peco"). The letter constitutes an appeal on behalf of Peco of the decision dated April 7, 1989, by R. S. Kristoferson, Director, Office of Facilities Planning and Construction, The University of Texas System, denying Peco's claims as untimely and asks that my response be addressed to you. The claims were made under Contract No. OFPC/C-2435-6/7 dated March 23, 1987, in the original amount of \$2,923,000, between Peco and the Board of Regents of The University of Texas System ("UTS"). The contract was for completion of the fifth level of the Basic Science Building at The University of Texas Health Science Center at San Antonio.

In substance Peco has made two claims. One is a claim for waiver of liquidated damages of \$39,500 charged against Peco at \$500 per day for being 79 days late on the completion of the contract. The required contract completion date was February 17, 1988; substantial completion/owner occupancy did not occur until May 7, 1988. By letter dated September 29, 1988, Peco appealed from unilateral Change Order No. 14 charging the liquidated damages. On September 28, 1988, Peco had cashed UTS's final check for \$1,262.49, which had been sent to Peco together with Peco's Payment Request No. 14 marked "Final" by UTS and Peco's CONTRACT BREAKDOWN FORM marked by UTS to show deductions of \$39,500 in liquidated

Mr. Andy Douglas  
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damages and a contract balance due of \$1,262.49. I consider that by cashing that check Peco accepted final payment within the meaning of paragraph 10.3 of the general conditions of the contract and waived the claims that are now being asserted. The paragraph reads as follows:

**10.3 FINAL PAYMENT:** The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) faulty or defective work appearing after Substantial Completion; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of any special warranties required by the Contract Documents. Acceptance of final payment shall constitute a waiver of all claims by the Contractor except those enumerated at the time of final payment.

Peco's position is that the payment did not constitute "final payment" because the check was for less - \$39,500 less - than Peco had requested in its last pay request. I find that Peco's position is mistaken. If that position were correct, final payment would never occur under contracts where liquidated damages are charged and subtracted in the last payment made by the Owner to the Contractor. My conclusion is that Peco's claim for waiver of liquidated damages was untimely. It should have been presented before the check was negotiated.

Peco's other claim relates to a claim made against it by Todd-Ford, Inc., its mechanical subcontractor, for an increase of \$524,581 in the amount of the subcontract. It is not clear whether Peco desires UTS to pay the claim to it or to Todd-Ford. Peco has simply forwarded Todd-Ford's claim to UTS, without certifying its accuracy or taking any position as to its merits as a claim against Peco. If Peco is making the claim against UTS, it has not complied with the contract requirements for making claims. The pertinent provisions of the general conditions include the following (the italics appear in the original document):

6.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner and the Architect/Engineer written notice thereof within thirty (30) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property...No such claim shall be valid unless so made

*and the Contractor hereby waives all claims for which such notice is not given....*

- 6.3.3 *Any claim should contain the following elements: (1) an analysis of the relevant contract provisions, (2) a description of the facts, (3) a statement of why the particular facts warrant compensation under the terms of the contract, (4) supporting cost or pricing data, (5) legal analysis, if appropriate, (6) expert opinion, if appropriate, (7) certification, and (8) a formal request for decision. All direct costs should be accurately presented in the claim, i.e., labor should come from payrolls, equipment from equipment reporting forms and materials should be based on invoices.*
- 6.3.4 *The certification shall certify that the claim is made in good faith, that the supporting data is current, accurate and complete to the best of his knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which contractor believes The University of Texas is liable.*
- 6.3.5 *Failure to certify the claim will result in a determination that no claim has been filed.*

Todd-Ford was on the job site from May 4, 1987, through the week of April 18, 1988. It did not make its claim against Peco until its letter to Peco dated January 23, 1989, which Peco forwarded to UTS by letter dated February 23, 1989. Peco's position seems to be that the claim is not untimely because, after Todd-Ford left the job site, UTS was put on notice that Todd-Ford said it was going to make a claim (without specifying any amount). I do not find that this position has any merit in view of the specific contract requirements for claims, including the requirement for written notice by the Contractor to the Owner and the A/S within 30 days after the occurrence giving rise to the claim. I also find that the claim, as a claim by Peco against UTS, was waived because it was made after Peco's acceptance of final payment from UTS. (Since Todd-Ford was not in privity of contract with UTS, it could not have made the claim directly against UTS.) My conclusion is that Peco's claim against UTS relative to Todd-Ford was not made in accordance with the contract provisions and was untimely.

Accordingly, I affirm Mr. Kristoferson's decision that Peco's claims are untimely and I reject the appeal.

Mr. Andy Douglas  
May 19, 1989  
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Please be advised that Peco Construction Company has the right pursuant to paragraph 5.2.1 Disputes of the general conditions to appeal my decision to the Board of Regents of The University of Texas System.

In addition to appealing from Mr. Kristoferson's decision, Mr. Noland in his letter makes three requests:

- (1) He requests that I review the letter dated May 9, 1989, from John F. Younger, Jr. of Tinsman and Houser, Inc., on behalf of Todd-Ford commenting on the letter to you from Peter S. Hanke dated April 7, 1989, and also that I review your letter dated December 21, 1988, to Lee S. Smith on the question of the time of final payment. I have reviewed these letters.
- (2) He requests that I consider Todd-Ford's claim under paragraph 6.7.3.1 of the general conditions (this paragraph concerns contractor proposals for change order work) and as a submission pursuant to Article VI thereof. Mr. Kristoferson denied this claim as untimely, and in this letter I have affirmed Mr. Kristoferson's decision and rejected Peco's appeal from it.
- (3) He requested that Peco and Todd-Ford be granted a personal appearance in accordance with paragraph 5.2.1 Disputes of the general conditions before I make my determination on the appeal. That paragraph states in part: "In connection with any appeal under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal to a person or persons appointed by the Board of Regents for such purpose." The opportunity of a claimant to be heard and to offer evidence in support of his appeal to a person or persons appointed by the Board of Regents for such purpose refers to an appeal by the claimant to the Board of Regents. If

Mr. Andy Douglas  
May 19, 1989  
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you appeal my decision to the Board of Regents,  
you will have the stated opportunity. My  
decision has been made on the existing record.

Sincerely,



Hans Mark, Chancellor

HM: tg

xc: Mr. R. S. Kristoferson  
Mr. Peter S. Hanke  
Mr. Ray Parabee  
Mr. W. O. Shultz II