To provide Tennessee Technological University the following from January 1, 2008, through December 31, 2008, with the option to renew one (1) additional year with mutual consent of the University and Contractor.

Terms and conditions shall be as those previously established per TTU Contract No. C15465.

Replaces TTU Contract No. C15645.

For Information Contact:
Facilities Department
(931) 372-3227

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>250,000.00</td>
<td>EA</td>
<td>Primary Carpentry Services</td>
<td>1.0000</td>
<td>250,000.00</td>
</tr>
</tbody>
</table>

TOTAL: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.
Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

**SHIP TO:**
220 W 10th St
Facilities
Cookeville TN 38505

**BILLING**
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Hourly Rate / Finish Carpenter:</td>
<td>1</td>
<td></td>
<td>29.00 / hr.</td>
<td></td>
</tr>
<tr>
<td>- Hourly Rate / Carpenter Helper:</td>
<td>1</td>
<td></td>
<td>16.00 / hr.</td>
<td></td>
</tr>
<tr>
<td>- Materials Cost - Plus:</td>
<td>1</td>
<td></td>
<td>+15 Percent</td>
<td></td>
</tr>
<tr>
<td>(Cost is defined as Contractor's invoiced cost plus tax.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The annual maximum liability of both the primary and secondary carpentry contracts is 249,999. (Note: This does not represent a commitment to purchase / contract for this amount, but is an approximation based upon the University's historical experience.)

**DISCOUNT:** .00

**TOTAL:** 250,000.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

**AUTHORIZED SIGNATURE:**

For TENNESSEE TECHNOLOGICAL UNIVERSITY
CORRECTION ORDER

TO:

CUSTOM BUILDERS
4519 BURGESS FALLS ROAD
BAXTER TN 38544

(931) 432-4090
(931) 261-1600 Cell

SEND INVOICES IN DUPLICATE TO:

Tennessee Technological University
Business Office, Box 5037
Cookeville, TN 38505-0001

(All invoices to reference order number listed above)

ADDRESS SHIPMENT TO:


<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
</table>

PLEASE DO NOT DUPLICATE ORDER!

To extend Contract Number C15465 from January 1, 2007, through December 31, 2007, with the option to renew up to two (2) additional years with mutual consent of the University and Contractor.

All pricing, terms and conditions shall remain the same.

Delivery F.O.B. Cookeville

Vendor □
Accounting □ Inventory □
Purchasing □ Delivery □
Department □ Contract □

The correct total of invoice should be $
**DEPARTMENT:** Facilities  
**COMMODITY:** Carpentry  
**QUANTITY:**  
**UNIT:**  
**DESCRIPTION OF GOODS:**  
**UNITY:**  
**AMOUNT:**  

**ITEM NO:**  
**QUANTITY:**  
**UNIT:**  
**DESCRIPTION OF GOODS:**  
**UNITY:**  
**AMOUNT:**  

**PRIMARY CONTRACT**

To provide primary carpentry services to Tennessee Technological University on an "as needed" basis from January 1, 2006, through December 31, 2008, with the option to renew up to three (3) additional renewals with mutual consent of the University and Contractor.

**A. SCOPE OF CONTRACT:**

Work to be performed under this contract is to include, but not be limited to, the following examples:

- All types of general carpentry work
- Finishing trim woodwork
- Installing metal stud walls
- Installing and finishing sheetrock
- Installing door frames, doors, and door hardware (which could include mortising in locksets)
- Installing lay in or suspended ceilings
- Wall paneling
- Masonry work on a limited basis, (i.e., cutting a hole in a masonry wall to install a new frame and door)

**B. CONTRACTOR QUALIFICATIONS:**

1. Possesses an active General Contractor's License issued by the State of Tennessee.

Contractor License Number: 9009026

Expiration Date: 11/30/26

**ACCOUNTING:** Vendor  
**PURCHASING:** Vendor  
**DEPARTMENT:** Vendor  
**CONTRACT:** Vendor

**TENNESSEE TECHNOCIAL UNIVERSITY**

**Signature:**

---

**ADDRESS SHIPMENT TO:**  
**CUSTOM BUILDERS**  
4519 BURGESS FALLS ROAD  
BAXTER TN 38544  

(931) 432-4090  
(931) 251-1600 -Cell

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**PAYMENT TERM:** NET 30  
**CONTRACT ORDER DATE:** 11/7/05  
**DELIVERY DATE:** 10/27/06

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**DELIVERY F.O.B. Centerville**

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**Co: 15465**
TENNESSEE TECHNOLOGICAL UNIVERSITY
Purchasing Office

PURCHASE ORDER

COOKEVILLE, TENNESSEE 38505

ITEM 1. Have sufficient manpower to accommodate multiple extensive projects as necessary and provide the following information regarding your current workforce:

a) Number of skilled carpenters employed by Contractor: 2
b) Number of other laborers employed by Contractor: 2
   (Not including clerical staff)

C. COST:

- Hourly rate for finish carpenter: $20.00/hour
- Hourly rate for carpenter helper: $16.00/hour
- Material Cost—Plus*: $15%

*Cost is defined as Contractor’s invoice cost plus tax.

The University reserves the right to require Contractor to show proof of their cost of materials for audit purposes.

An itemized invoice in duplicate, referencing contract number C15468, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed, and a carbon copy or delivery ticket is to be given to the person accepting the services. Invoice must also detail the employee’s name, employee classification (carpenter or carpenter helper), and the number of hours worked on a daily basis.

D. GENERAL TERMS:

1. The University will not pay for travel time.
2. The University requires, as to the nature of the work, that all workers wear smocks, pants (ankle length) and shoes.
3. The University may furnish raw materials only. Contractor must provide their own tools for the trade.
4. The University will not be responsible for lost, stolen or damaged tools.
5. The Contractor shall be responsible for adequately securing their work areas.
6. The Contractor shall be responsible for clean up of all materials from the job site, unless otherwise instructed by the University.
7. All applicable permits, licenses and taxes shall be the sole responsibility of the Contractor.

TENNESSEE TECHNOLOGICAL UNIVERSITY
E. OTHER CONSIDERATIONS: The parties further agree that the following shall be essential terms and conditions of this contract.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work contemplated or performed relative to this agreement. If the contractor is an individual, the contractor warrants that within the past six (6) months her/his has not been and during the term of this agreement will not become an employee of the State of Tennessee.

The parties agree to comply with Titles VI and VII of the Civil rights Act of 1964, Title IX of the Education amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

2. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other terms of compensation, and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.

During the term of this contract, Contractor shall provide current proof of insurance, including the following coverages:

- Workers’ compensation as required by statute
- General liability insurance, with minimum combined single limit of bodily injury and property damage of $1,000,000;
- Automobile liability insurance (minimum limit: $300,000 per occurrence, bodily injury and property damage combined)

Current Insurance Expires: 7/15/06; 4/19/06; 11/14/07
4. This contract may be terminated by either party by giving written notice to the other at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

5. The University reserves the right to cancel this contract effective June 30 if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

6. If the Contractor fails to fulfill in timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the terms of this agreement, the University shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this agreement by the Contractor.

7. This contract may only be modified by written amendment executed by all parties hereto.

8. The Contractor shall maintain documentation for all charges against the University under this agreement. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.

9. The Contractor shall not assign this agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the contract.

10. This agreement shall not be binding upon the parties until it is approved by the president or his designee or the Tennessee Board of Regents, as appropriate.
11. the Contractor agrees to extend the terms, conditions and pricing of this contract to other institution(s) within the Tennessee Board of Regents and/or University of Tennessee systems at the discretion of the Contractor.

12. The University reserves the right to award a secondary contract as a result of the bid process. Secondary contract would be used if primary contractor is unavailable or cannot otherwise perform the required services for the University.

13. This contract shall be construed in accordance with the laws and Constitution of the State of Tennessee.

14. The Minimum General Bid Conditions included with the Request for Quotations shall, by reference, be incorporated as an integral part of this contract.

15. If a project has been started by the Contractor at the expiration of the initial term or any renewal term, the Contractor shall be allowed to complete the project, but cannot start a new project within two weeks of expiration date if the contract renewal has not been exercised or all renewal options have been exhausted.

16. The annual maximum liability of both the primary and secondary carpentry contracts is $249,999. (Note: This does not represent a commitment to purchase a contract for this amount, but is an approximation based upon University's historical experience.)