To provide Tennessee Technological University the following from May 12, 2008, through May 11, 2009, with the option to renew up to one (1) additional year with mutual consent, in accordance to TTU Contract No. C14832.

Terms and conditions shall be as those established in TTU Contract No. C14832.

This purchase order replaces TTU Contract No. C14832.

For Information Contact:
Mr. Larry Wheaton
(931) 372-3589

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td></td>
<td>1</td>
<td>LOT</td>
<td>Plumber Services</td>
<td>1.0000</td>
<td>25,000.00</td>
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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.
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

TO: Carwile Mechanical Contractors
433 E 15th St
Cookeville TN 38501-1817

TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES

FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

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.

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<td></td>
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<td>Skilled Plumber/ Labor: $29.60/per hr.</td>
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<td>Skilled Pipe Fitter/ Labor: $29.60/per hr.</td>
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<td>Unskilled or Plumber Helper/ Labor: $24.00/per hr.</td>
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<td></td>
<td>Laborer/ Labor: $11.25/per hr.</td>
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<td>Supplies Cost* - Plus: +15%</td>
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*Cost is defined as Contractor's invoiced cost plus tax.

NOTE: The per hour rate includes all costs such as meals, lodging, tools and equipment. Rate begins upon arrival on the job site. Travel time is not to be included.

Contractor will be required to check in with the

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.

AUTHORIZED SIGNATURE: 
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION: 

Authorized Signature: 
For Tennessee Technological University
ISSUED: Carwile Mechanical Contractors
TO: 433 E 15th St
     Cookeville TN 38501-1817

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

SEND INVOICE IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

Facilities personnel prior to beginning of job.

DISCOUNT: $0.00

TOTAL: $25,000.00

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: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
**CORRECTION ORDER**

**TO:**
Carville Mechanical Contractors Inc
433 E 15th Street
Cookeville, TN 38501

(931) 526-6151
(931) 528-9283 - Fax

**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:**

---

**ITEM NO.** | **QUANTITY** | **UNIT** | **DESCRIPTION OF ARTICLE** | **ORIGINAL UNIT PRICE** | **ORIGINAL AMOUNT** | **CORRECTED UNIT PRICE** | **CORRECTED AMOUNT**
--- | --- | --- | --- | --- | --- | --- | ---

**PLEASE DO NOT DUPLICATE ORDER:**

To extend Contract Number C14832 from May 12, 2007, through May 11, 2008, 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 $
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. BOX 5041, 220 W. 10th St.
COOKEVILLE, TN 38501

CORRECTION ORDER

TO:
CARWILE MECHANICAL CONTRACTORS INC
433 E 15TH STREET
COOKEVILLE TN 38501

(931) 526-6151
(931) 528-9283 - Fax

SEND INVOICES IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, TN 38505-0001

(All invoices to reference order number stated above)

LIKE HAND ORDER:

Order No. __________________________
Order Date __________________________
Correction Date ________________________
Function No. _________________________
Requisition No. ________________________

ADDRESS SHIPMENT TO:

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PLEASE DO NOT DUPLICATE ORDER!

To extend Contract Number C14832 from May 12, 2006 through May 11, 2007, with the option to renew up to three (3) additional years with mutual consent of the University and Contractor.

All pricing, terms and conditions shall remain the same.

The correct total of invoice should be $________

Linda Maxwell, Interim Vice President for Business and Fiscal Affairs

Delivery F.O.B. Cookeville
We are exempt from federal and state taxes; do not include such taxes in the invoice. Exemption certificates will be furnished when requested. We are an EGPAF Title IV/ Section 504/ADA Employer.

Table with columns original unit price, original amount, corrected unit price, corrected amount.

TENNESSEE TECHNOLOGICAL UNIVERSITY
CONTRACT ORDER

CARWILE MECHANICAL CONTRACTORS INC
433 E 15TH STREET
COOKEVILLE TN 38501

SEND INVOICES IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, TN 38505-5037

(All invoices to reference contract order number listed above)

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CONTRACT

T provide the following to Tennessee Tech University from May 12, 2005, through May 11, 2006, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.

PRICING:
- Skilled Plumber / labor per hour: $29.60/hr.
- Skilled Pipe Fitter / labor per hour: $29.60/hr.
- Unskilled or Plumber Helper / labor per hour: $24.00/hr.
- Laborer / labor per hour: $11.25/hr.
- Supplies Cost*: Plus: +15%

*Cost is defined as Contractor's invoiced cost plus tax.

NOTE: The per hour labor rate includes all costs such as meals, lodging, tools and equipment. Rate begins upon arrival on the job site. Travel time is not to be included.

Contractor will be required to check in with Facilities personnel prior to beginning of job.

An itemized invoice in duplicate, referencing contract number C14832, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.

TEENNESSEE TECHNOLOGICAL UNIVERSITY

[Signature]

A Contingent University of the Tennessee Board of Regents
**OTHER CONSIDERATIONS:**

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 he/she has not been and during the term of this agreement will not become an employee of the State of Tennessee.


   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.

   The parties also agree to take affirmative action to ensure that applicants are employees and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms 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:
   - Workmen’s 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: 02/01/08

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

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**TENNESSEE TECHNOLOGICAL UNIVERSITY**

**Purchasing Office**

**COOKEVILLE, TENNESSEE 38505**

**PURCHASE ORDER**

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<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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Delivery F.O.B. Cookeville
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 sub-contracts 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. This contract shall be construed in accordance with the laws and Constitution of the State of Tennessee.

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

Carwile Mechanical Contractors
(931) 526-6151