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

PO Number: P0001236
Issue Date: 05/14/08
Page No: 1

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:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>Heavy Machinery - Secondary Contract</td>
<td>1</td>
<td>LOT</td>
<td>1.0000</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**TOTAL:**

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.

ACCOUNTING INFORMATION:

|
|---|

Authorized Signature: [Signature]

For Tennessee Technological 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.

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<tr>
<th>ITEM</th>
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</thead>
<tbody>
<tr>
<td>D5 H Dozer</td>
<td>$68.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>D6 Dozer</td>
<td>$94.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>D8 Dozer</td>
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</tr>
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</tr>
<tr>
<td>12 Cubic Yd Scraper</td>
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<td></td>
</tr>
<tr>
<td>20 Yd Scraper Self-loading</td>
<td>$88.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>Sheeps-ft. Compactor w/Tractor</td>
<td>$64.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>Vibrating Compactor</td>
<td>$73.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>Cat Road Grader</td>
<td>$74.00/per hr.</td>
<td></td>
</tr>
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<td>Dump Truck (tandem axle)*</td>
<td>$48.00/per hr.</td>
<td></td>
</tr>
<tr>
<td>Rubber Tire Backhoe Case 580</td>
<td>$53.00/per hr.</td>
<td></td>
</tr>
</tbody>
</table>

*Pricing for Dump Truck (tandem axle) is for hauling of rock or dirt per hourly basis. Truck must be able to haul a minimum of a 20 ton

**TOTAL:**

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.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]

FOR TENNESSEE TECHNOLOGICAL 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
PO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.

PO Number: P0001236
Issue Date: 05/14/08
Page No: 3

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

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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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>payload</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DISCOUNT: .00

TOTAL: 100.00

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.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: Judy M. Hull
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
**CORRECTION ORDER**

**TO:** J & S Construction  
1080 South Willow Ave  
Cookeville TN 38501

(931) 528-7475

**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.**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
</table>

**ORIGINAL UNIT PRICE**

<table>
<thead>
<tr>
<th>ORIGINAL AMOUNT</th>
<th>CORRECTED UNIT PRICE</th>
<th>CORRECTED AMOUNT</th>
</tr>
</thead>
</table>

**PLEASE DO NOT DUPLICATE ORDER**

To extend Contract Number C14838 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.

**TENNESSEE TECHNOLOGICAL UNIVERSITY**

[Signature]

Claire Stimson, Vice President for Business and Fiscal Affairs

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*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 EEO/AA/TITLE IX Section 504/ADA Employer.*
CORRECTION ORDER

TO: J & S CONSTRUCTION
1080 SOUTH WILLOW AVENUE
COOKEVILLE TN 38501

(931) 528-7475
(931) 528-5687 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)

ADDRESS SHIPMENT TO:

Mark All Shipments And Invoices
With Order Number
C14838

Order No. C14838
Order Date 05/18/05
Correction Date 04/24/06
Function No. Facilities
Requisition No. Heavy Machinery

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 C14838 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.

Delivery F.O.S. Cookeville

We are exempt from federal and state sales tax; do not include such taxes in the invoice. Exception certificates will be furnished when requested. We are an ESU AWT's IX Sourcing SOLA/DACA Eeplorier.

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

TENNESSEE TECHNOLOGICAL UNIVERSITY

Linda Maxwell, Interim Vice President for Business and Fiscal Affairs
SECONDARY CONTRACT

To provide the services for maintenance and operation to Tennessee Technological 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.

NOTE: Contract does not apply to new building projects on campus.

Pricing is listed on Attachment A. Attachment A shall be considered an integral part of this contract.

The machinery listed on Attachment A is the MINIMUM size acceptable by the University. Heavier machinery may be supplied. The size of machinery is on Attachment A.

Charged machine time is to begin when equipment is put into operation on the job site, not when machine departs from the Contractor’s place of storage. Travel time is not to be included. Down time is not to be included.

The per hour rate includes all costs such as travel, meals, lodging, tools and equipment.

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.

TENNESSEE TECHNOLOGICAL UNIVERSITY
2. 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 11,246 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.

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 compensation, terms and conditions of employment of any other form 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 $1,000,000 for bodily injury and property damage;
- Automobile liability insurance (minimum limit: $300,000 per occurrence, bodily injury and property damage combined)

Current Insurance Expires: 10/10/05

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 full 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) 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. The Contractor elects 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. An itemized invoice in duplicate, referencing contract number C14638, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.

16. The annual maximum liability of this contract shall be $25,000. Services are to be provided as requested by the University and the maximum liability amount listed above is not a commitment to secure this amount of services.

J & S Construction
(951) 528-7475

TENNESSEE TECHNOLOGICAL UNIVERSITY
## Attachment A

<table>
<thead>
<tr>
<th>Type of Machinery</th>
<th>Machinery with Operator (price per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D5 H Dozer</td>
<td>$ 66.00/per hour</td>
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<tr>
<td>D6 Dozer</td>
<td>$ 94.00/per hour</td>
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<tr>
<td>D8 Dozer</td>
<td>$ 112.00/per hour</td>
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<tr>
<td>225 Cat Excavator</td>
<td>$ 96.00/per hour</td>
</tr>
<tr>
<td>12 Cubic Yard Scraper</td>
<td>$ 88.00/per hour</td>
</tr>
<tr>
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<td>$ 88.00/per hour</td>
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