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

Terms and conditions shall be as those previously established under TTU Contract No. C15466.

Replaces TTU Contract No. C15466.

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>49,999.00</td>
<td>EA</td>
<td>Secondary Carpentry Contract</td>
<td>1.0000</td>
<td>49,999.00</td>
</tr>
</tbody>
</table>

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
PURCHASE ORDER

ISSUED TO: Earth-Born Contractors Inc
2370 Quinland Lake Rd Ste 100
Cookeville TN 38506-7518

TO: Tennessee Technological University
220 W 10th St
Facilities
Cookeville TN 38505

PO Number: P0000709
Issue Date: 12/13/07
Page No: 2
Delivery Date:

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

SEND INVOICE IN DUPLICATE TO:

<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>- Hourly Rate / Finish Carpenter:</td>
<td></td>
<td></td>
<td>28.50 / hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Hourly Rate / Carpenter Helper:</td>
<td></td>
<td></td>
<td>15.50 / hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Materials Cost - Plus:</td>
<td></td>
<td></td>
<td>+15 Percent</td>
<td></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>
<td></td>
</tr>
</tbody>
</table>

DISCOUNT: .00

TOTAL: 49,999.00

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: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
# Correction Order

**To:**

EARTH-BORN CONTRACTORS INC  
2370 QUINLAND LAKE ROAD  
SUITE 100  
COOKEVILLE TN 38506  
(931) 537-6611

**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:**

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

**Mark All Shipments And Invoices With Order Number**

<table>
<thead>
<tr>
<th>Order No.</th>
<th>C15466</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Date</td>
<td>11/07/05</td>
</tr>
<tr>
<td>Correction Date</td>
<td>11/09/06</td>
</tr>
<tr>
<td>Function No.</td>
<td>Facilities</td>
</tr>
<tr>
<td>Requisition No.</td>
<td>Carpentry (Secondary)</td>
</tr>
</tbody>
</table>

**PLEASE DO NOT DUPLICATE ORDER!**

To extend Contract Number C15466 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**

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.

**Vendor**

<table>
<thead>
<tr>
<th>Accounting</th>
<th>Inventory</th>
<th>Purchasing</th>
<th>Delivery</th>
<th>Department</th>
<th>Contract</th>
</tr>
</thead>
</table>

**TENNESSEE TECHNOLOGICAL UNIVERSITY**

Claire Simson, Vice President for Business and Fiscal Affairs

A Constituent University of the Tennessee Board of Regents
# TENNESSEE TECHNOLOGICAL UNIVERSITY

**OFFICE OF BUSINESS SERVICES**

**TELEPHONE**: 931-373-3301

**FAX**: 931-373-3377

**OFFICE**: PO BOX 5011, 209 N. 10TH ST.

**COOKEVILLE, TN 38501-5001**

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**CONTRACT ORDER**

**TO**:

EARTH-BORN CONTRACTORS, INC.

2370 QUINLAND LAKE ROAD

SUITE 100

COOKEVILLE, TN 38504

**ADDRESS SHIPMENT TO:**

Tennessee Technological University

Business Office, Box 3007

Cookeville, TN 38505-0001

---

**SEND INVOICES IN DUPLICATE TO:**

(Tenant's name goes here).

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**SECONDARY CONTRACT**

To provide secondary carpentry services to Tennessee Tech University on an "as needed" basis from January 1, 2006, through December 31, 2006, 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
- Wallpapering
- 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. Possess an active General Contractor's License issued by the State of Tennessee.

Contractor License Number: 00021437

Expiration Date: 06/30/17

---

**DELIVERY & SHIPPING**

We are acceptable by land and state limited. All items must be shipped in the original packaging. Substitutions will be made where necessary.

**SIGNED AUTHORITY**

[Signature]

[Title]

[Stamp]

[Date]

---

**TENNESSEE TECHNOLOGICAL UNIVERSITY**

[Stamp]

[Date]
2. 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: 3
   b) Number of other laborers employed by Contractor: 2
      (Not including clerical staff)

C. COST:
   Hourly rate for finish carpenter: $28.50 / hour
   Hourly rate for carpenter helper: $15.50 / hour
   Materials Cost – Plus*: +15 %

*Cost is defined as Contractor's invoiced 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 015545, 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 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 shirts, 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. 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.
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 neither he 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 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.

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 demotion, 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:
- 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: 1/1/00
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 hereeto.

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.

TENNESSEE TECHNOLOGICAL UNIVERSITY
11. The Contractor agrees to extend the terms, conditions and pricing of this contract to other institution(s) within the University of Tennessee System at the discretion of the Contractor.

12. The University reserves the right to award a secondary contract as a result of this bid process. Secondary contracts would be used if primary contractors are 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 for 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.)