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: P0000712
Issue Date: 12/17/07
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:
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>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90,000.00</td>
<td>LOT</td>
<td>Sheetmetal Ductwork Installation</td>
<td>1.0000</td>
<td>90,000.00</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.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
<table>
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</thead>
<tbody>
<tr>
<td>Skilled Sheet Metal Fabricator</td>
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<td></td>
<td>29.50</td>
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<tr>
<td>Skilled Sheet Metal Installer</td>
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<td></td>
<td>27.75</td>
<td></td>
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<tr>
<td>Unskilled Sheet Metal Installer</td>
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<td></td>
<td></td>
<td>21.00</td>
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<tr>
<td>Laborer</td>
<td>hr</td>
<td></td>
<td></td>
<td>14.00</td>
<td></td>
</tr>
<tr>
<td>A/C Service - Repairman</td>
<td>hr</td>
<td></td>
<td></td>
<td>47.50</td>
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</table>

The annual maximum liability of this contract shall be $0.00. 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.

The terms and conditions printed on the reverse side of this purchase order and any duly authorized charge 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.
**CORRECTION ORDER**

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

(931) 528-8151
(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** | **ORIG. UNIT PRICE** | **ORIG. AMOUNT** | **CORRECTED UNIT PRICE** | **CORRECTED AMOUNT**
--- | --- | --- | --- | --- | --- | --- | ---

**PLEASE DO NOT DUPLICATE ORDER!**

To extend Contract Number C15558 from January 1, 2007, through December 31, 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.

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TENNESSEE TECHNOLOGICAL UNIVERSITY

Claire Stinson, Vice President for Business and Fiscal Affairs

A Constituent University of the Tennessee Board of Regents
TO: CARVILLE MECHANICAL CONTRACTORS INC
433 EAST 18TH STREET
COOKEVILLE TN 38501
(931) 526-615r

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

(All invoices to reference contract order number listed above)

CONTRACT ORDER

PAYMENT TERMS: NET 30

ADDRESS SHIPMENT TO:
For Information Contact
Mr. Larry Wheaton
(931) 372-3227

CONTRACT

To provide the following to Tennessee Technological University from January 1, 2006, through December 31, 2006, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.

NOTE: The Contractor shall be capable of custom fabrication and installation of commercial HVAC ductwork systems. The use of a button punch machine is preferred.

The per hour labor rate is to include all costs such as travel, meals, lodging, tools, and equipment.

1. Skilled Sheet Metal Fabricator:
   Labor per hour: $29.50/per hr.

2. Skilled Sheet Metal Installer:
   Labor per hour: $27.75/per hr.

3. Unskilled Sheet Metal Installer:
   Labor per hour: $21.00/per hr.

4. Laborer:
   Labor per hour: $14.00/per hr.

5. A/C Service - Repairman:
   Labor per hour: $47.50/per hr.

DELIVERY F.O.S. Cookeville

ACCOUNTING: Vendor: [Signature]
Purchasing: Invoice: [Signature]
Department: Contract: [Signature]

A Consultant for the University of the Tennessee Board of Regents

Link Honors, Interim Vice President for Business and Fiscal Affairs

TENNESSEE TECHNOLOGICAL UNIVERSITY

[Signature]
TENNESSEE TECHNOLOGICAL UNIVERSITY
Purchasing Office

COOKEVILLE, TENNESSEE 38505
PURCHASE ORDER

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<tbody>
<tr>
<td></td>
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<td></td>
<td>Contractor Telephone Number: (931) 839-8191</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Mechanical Contractor's License #: 14999</td>
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<td></td>
<td></td>
<td></td>
<td>Expiration Date: 03/31/06</td>
</tr>
</tbody>
</table>

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.

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 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:
- 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: 02/01/06
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 changes against the University under this agreement. The books, records and documents of the Contractor, so far 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 subcontractor 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.
<table>
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<tr>
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<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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

13. The annual maximum liability of this contract shall be $90,000. Services are to be provided as requested by the University and the maximum liability amount cited above is not a commitment to secure this amount of services.

14. An itemized invoice in duplicate, referencing the contract number C15558 is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.