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>QUANTITY</th>
<th>UNIT</th>
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<tr>
<td>1</td>
<td>90,000.00</td>
<td>LOT</td>
<td>Welding Services</td>
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</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:

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

PO Number: P0000713
Issue Date: 12/17/07
Page No: 1
Delivery Date: 12/11/07

To provide Tennessee Technological University the following from January 1, 2008, to December 31, 2008, with the option to renew up to two (2) additional years with mutual consent of the University and the Contractor.

Terms and conditions shall be as those previously established in TTU Contract No C15557.

Replaces TTU Contract No. C15557.

For Information Contact:
Larry Wheaton, Facilities
(931) 372-3227
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: P0000713
Issue Date: 12/17/07
Page No: 2

ISSUED TO: Carwile Mechanical Contractors
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.

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<td></td>
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<td>Price per hour for welding performed by Contractor on campus at remote sites, minimum 250 ft. of leads required:</td>
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<td>- One Person: 30.00 / per hr.</td>
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<td>- Each Person per hour thereafter: 30.00 / per hr.</td>
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<td>Price per hour for welding performed in Contractor's shop:</td>
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<td>- One Person: 26.00 / per hr.</td>
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<td>- Each Person per hour thereafter: 26.00 / per hr.</td>
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Contractor must provide emergency repair service on an "as needed" basis (weekend or night service within 2 hours of notification).

Repair rate for emergency welding performed on

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.

ACCOUNTING INFORMATION:
ISSUED TO: Carwile Mechanical Contractors
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: SEND INVOICE IN DUPLICATE TO:

220 W 10th St
Facilities
Cookeville TN 38505

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

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<th>ITEM</th>
<th>QUANTITY</th>
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<th>UNIT PRICE</th>
<th>EXTENSION</th>
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</thead>
</table>

- campus:
  - One Person: 50.00 / per hr.
  - Each Person per hour thereafter: 50.00 / per hr.

Price per hour for emergency welding performed in Contractor’s shop:
  - One Person: 45.00 / per hr.
  - Each Person per hour thereafter: 45.00 / hr.

Price per hour for welding performed at Tech Farm:
  - One Person: 30.00 / per hr.
  - Each Person per hour thereafter: 30.00 / per hr.

Price per hour for welding performed at Craft Ctr:
  (Off Hwy 56 at Hurricane Bridge / Smithville, TN)
  - One Person: 40.00 / per hr.

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:

ACCOUNTING INFORMATION:
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

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<th>ITEM</th>
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<td>- Each Person per hour thereafter: 30.00 / per hr.</td>
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<td>Repair rate for emergency welding performed at Tech Farm:</td>
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<td>- One Person:  50.00 / per hr.</td>
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<td>- Each Person per hour thereafter: 50.00 / per hr.</td>
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<td>Repair rate for emergency welding performed at Craft Ctr:</td>
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<td>- One Person:  60.00 / per hr.</td>
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<td>- Each Person per hour thereafter: 45.00 / per hr.</td>
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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 listed above is not a commitment.

**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
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.

<table>
<thead>
<tr>
<th>PO Number:</th>
<th>P0000713</th>
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<tr>
<td>Issue Date:</td>
<td>12/17/07</td>
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<td>Page No:</td>
<td>5</td>
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DELIVERY DATE: 5

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    |

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.

AUTHORISED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

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<tr>
<th>ITEM</th>
<th>QUANTITY</th>
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<td>to secure this amount of services.</td>
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**CORRECTION ORDER**

**TO:** CARWILE MECHANICAL CONTRACTORS INC  
433 E 15th STREET  
COKEVILLE, 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 C15557 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.

---

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

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

---

**MARK ALL SHIPMENTS AND INVOICES WITH ORDER NUMBER**

**Order No.** C15557  
**Order Date** 01/04/06  
**Correction Date** 11/03/06  
**Function No.** Facilities  
**Requisition No.** Welding

---

Claire Stinson, Vice President for Business and Fiscal Affairs

---

A Constituent University of the Tennessee Board of Regents
CONTRACT ORDER

TO:

CARRILME MECHANICAL CONTRACTORS INC
433 EAST 15TH STREET
COOKEVILLE TN 38501

(931) 526-6151

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)

Mark All Shipments
End Invoice With
Contract Order No. C 15557

Contract Order Date 01/04/08

Payment Terms NET 30

ADDRESS SHIPMENT TO:

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

Facilities
Commodity
Description
Welding
Quantity
Date
12/22/05
Delivery Date

ITEM NO. QUANTITY UNIT DESCRIPTION OF ARTICLE UNIT AMOUNT

CONTRACT

To provide the foregoing 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.

1. Price per hour for welding performed by Contractor on campus at remote sites, minimum 250 ft. of leads required:

   One Person: $30.00 per hr.
   Each Person per hour thereafter: $20.00 per hr.

2. Price per hour for welding performed in Contractor's shop:

   One Person: $25.00 per hr.
   Each Person per hour thereafter: $25.00 per hr.

Contractor must have a welder on his staff qualified to weld high-pressure steam line (125 psi rated with schedule 80 pipe). An RO chest is not required. Contractor will need ability to provide machine type work as well.

Contractor must provide emergency repair service on an "as needed" basis (weekend or night service within 2 hours of notification).

3. Please state repair rate for emergency welding performed on campus:

   One Person: $50.00 per hr.
   Each Person per hour thereafter: $50.00 per hr.

TENNESSEE TECHNOLOGICAL UNIVERSITY

[Signature]

[Title]

A Consultant - Tennessee Board of Regents

[Address]

[City, State, Zip]
<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<td>4. Price per hour for emergency welding performed in Contractor's shop:</td>
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<td>One Person:</td>
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<td>Each Person per hour thereafter:</td>
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<td>5. Price per hour for welding performed at Tech Farm:</td>
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<td>One Person:</td>
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<td>$30.00/hr</td>
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<td>Each Person per hour thereafter:</td>
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<td>6. Price per hour for welding performed at Craft Center (Off Hwy 56 at Hurricane Bridge near Smithville, TN):</td>
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<td>One Person:</td>
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<td>$40.00/hr</td>
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<td>Each Person per hour thereafter:</td>
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<td>7. Please state repair rate for emergency welding performed at Tech Farm:</td>
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<td>Each Person per hour thereafter:</td>
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<td>$45.00/hr</td>
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<tr>
<td>Contractor Telephone Number:</td>
<td>(931) 526-6151</td>
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<td>Mechanical Contractor's License #:</td>
<td>14999</td>
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<td>Expiration Date:</td>
<td>03/31/06</td>
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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-contractors or consultant in connection with any work contemplated or performed relative to this agreement. If the...
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 11244, 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 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: 2/01/06

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 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 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.

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 listed above is not a commitment to secure this amount of services.

14. An itemized invoice in duplicate, referencing contract number 518557, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.