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) 372-3494 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO Number: P0000670
Issue Date: 12/03/07
Page No: 1
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:

220 W 10th St
Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:

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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>25,000.00</td>
<td>LOT</td>
<td>Patch Paving Services</td>
</tr>
</tbody>
</table>

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

Terms and conditions shall be as those established previously in TTU Contract No. C15547.

Replaces TTU Contract No. C15547.

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
**CORRECTION ORDER**

**TO:**
HIGHWAYS INC  
50 W DAVIS ROAD  
COOKEVILLE, TN 38506-4248

Mark All Shipments And Invoices With Order Number

Order No.  C15547
Order Date  12/16/05
Correction Date  11/03/06
Function No.  Facilities
Requisition No.  Patch Paving

**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:**

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

Please do not duplicate order:

To extend Contract Number C15547 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.

The correct total of invoice should be $  

Claire Blausen, Vice President for Business and Fiscal Affairs

A Constituent University of the Tennessee Board of Regents
# TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. BOX 5041, 820 W. 10TH ST.
COOKEVILLE, TN 38505-0001

# CONTRACT ORDER

TO:
HIGHWAYS INC
50 W JAVIS ROAD
COOKEVILLE TN 38506-4245
(931) 526-3038

FROM:

SEND INVOICES IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5027
Cookeville, TN 38505-0001

(All invoices to reference contract order number listed above)

<table>
<thead>
<tr>
<th>Department</th>
<th>Service</th>
<th>Contention Date</th>
<th>Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td>Patch Paving</td>
<td>12/15/05</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONSIDERATIONS</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>To provide patch asphalt 3&quot; deep over concrete or gravel to Tennessee Tech 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.</td>
<td></td>
</tr>
<tr>
<td>Contractor must furnish asphalt, roller, and labor.</td>
<td></td>
</tr>
<tr>
<td>Cost per square yard base: $15.00 per sq yd.</td>
<td></td>
</tr>
<tr>
<td>Cost per square yard top coat: $10.00 per sq yd.</td>
<td></td>
</tr>
<tr>
<td>The University will coordinate patch jobs together as much as possible in order to keep set up costs low. All work must be coordinated with the Facilities Department.</td>
<td></td>
</tr>
<tr>
<td>Other Considerations:</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

TENNESSEE TECHNOLOGICAL UNIVERSITY

[Signature]

Judy McNeely, Assistant to President for Business and Fiscal Affairs

12/18/05

Payment Terms: NET 30
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, 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: 04/03/26; 07/31/26

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.
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<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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. 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. This contract shall be construed in accordance with the laws and Constitution of the State of Tennessee.

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

14. The maximum liability of this contract shall not exceed $25,000.00 annually.

16. Prices are to be firm for a period of one year. At the time of renewal, vendor may request a price increase. Request for price increase must be in writing and must be substantiated by written proof from manufacturer/supplier of price increase. Price increase is only allowable to the extent that Contractor has experienced such increase. University reserves the right to accept increase or to re-bid at their sole discretion at that time.