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.

<table>
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<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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</table>

To provide Tennessee Technological University the following from May 4, 2008, through May 3, 2009, with the option to renew up to two (2) additional years with mutual consent of the University and Contractor, in accordance to TTU Contract C15829.

Terms and conditions shall be as those previously established under TTU Contract No. C15829.

This purchase order replaces TTU Contract No. C15829.

For Information Contact:
Mr. Andy Loftis
Facilities Department
(931) 372-3750

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:

AUTHORIZED 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.

<table>
<thead>
<tr>
<th>SHIP TO:</th>
<th>SEND INVOICE IN DUPLICATE TO:</th>
</tr>
</thead>
</table>
| 220 W 10th St Facilities
Cookeville TN 38505 | 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>
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>
| 1    | 50,000.00| LOT  | Coal Ash Removal
- Price: $43.44 / per ton*
- Price for Minimum Load: $695.00 / load
* Price above includes fuel surcharge | 1.0000 | 50,000.00 |

DISCOUNT: .00

TOTAL: 50,000.00

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.

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
CORRECTION ORDER

To: Pincelli & Associates Inc
   PO Box 1055
   Hixson TN 37343

SEND INVOICES IN DUPLICATE TO:

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

(All invoices to reference order number listed above)

To extend Contract Number C15829 from May 4, 2007, through May 3, 2008, 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.

Please do not duplicate order.
**CONTRACT ORDER**

**TO:**

PINCHELLI & ASSOCIATES INC  
P.O. BOX 1055  
HIXSON TN 37343  

(423) 842-1396

**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)*

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**ADDRESS SHIPMENT TO:**

Mr. Andy Loftis  
(931) 372-3750

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

**CONTRACT**

To provide the following to Tennessee Technological University from May 4, 2006, through May 3, 2007, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.

The price includes all costs associated with the hauling of ash to a landfill, recycle point, or other regulatory approved site for disposal; currently, ash is being hauled to Signal Mtn. Cement.

**Price:**  
$34.75 / per ton

**Price for Minimum Load:**  
$695.00 / load

At the time of renewal, the Contractor may request a price increase. Any proposed price increase shall be requested in writing by the Contractor, and is subject to the approval of the University. Any request for a price increase or surcharge resulting from the supplier or proof of surcharge being charged to Contractor in the event of a fuel surcharge, etc. Any increase and/or surcharge(s) shall be allowable only to the extent increase/surcharge is experienced by the Contractor. Upon refusal of a price increase and/or surcharge by the University, the University may elect to rebid the contract at that time, or Contractor may choose to continue contract without additional charge(s) being assessed.

**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.
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, Americans with 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 naming the University as additional insured, 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: 10/01/06; 02/08/07

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. 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. An itemized invoice in duplicate, referencing contract number C15829, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.