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 UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100,000.00 LOT</td>
<td>Steamlines / Service and Repair Work</td>
<td>1.0000</td>
<td>100,000.00</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:**

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TO: Carwile Mechanical Contractors  
433 E 15th St  
Cookeville TN 38501-1817

PO Number: PO00071
Issue Date: 12/17/07
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:

BILLING

220 W 10th St
Facilities
Cookeville TN 38505
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

<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></td>
<td></td>
<td></td>
<td>Regular Labor</td>
<td>14.00 / per hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Skilled Labor</td>
<td>27.40 / per hr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Supervisor Labor</td>
<td>33.00 / per hr.</td>
<td></td>
</tr>
</tbody>
</table>

The University's annual maximum liability of this contract shall not exceed 100,000.

DISCOUNT: .00

TOTAL: 100,000.00

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
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. BOX 5041, 220 W. 10th St.
COOKEVILLE, TN 38505-0001

CORRECTION ORDER

TO: CARWILE MECHANICAL CONTRACTORS INC
433 E 15TH STREET
COOKEVILLE 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)

Mark All Shipments And Invoices
With Order Number

Order No. C15559
Order Date 01/04/06
Correction Date 11/03/06
Function No. Facilities
Requisition No. Steamlines

ADDRESS SHIPMENT TO:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
<th>ORIGINAL UNIT PRICE</th>
<th>ORIGINAL AMOUNT</th>
<th>CORRECTED UNIT PRICE</th>
<th>CORRECTED AMOUNT</th>
</tr>
</thead>
</table>

PLEASE DO NOT DUPLICATE ORDER!

To extend Contract Number C15559 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
Vendor

Accounting □ Inventory □
Purchasing □ Delivery □
Department □ Contract □

TENNESSEE TECHNOLOGICAL UNIVERSITY

Claire Stimson, Vice President for Business and Fiscal Affairs

A Constituent University of the Tennessee Board of Regents
### Contract Order

**TO:**
CARWILE 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)

**Departments**  
Facilities  
Commodity: Steamlines

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLES</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>CONTRACT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To provide the following to Tennessee Technological University from January 4, 2006, through January 3, 2007, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Contractor will provide a service contract that will include repair work done on all steam lines and chilled water lines including underground conduit systems at Tennessee Technological University. The same rate is to also apply for installations of new steam lines or related equipment within buildings requiring welding of steel pipe.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>All maintenance work will be coordinated with the University's Facilities personnel. The University will provide all necessary equipment and labor for excavation for access to the conduit system. In addition, the University will provide an air compressor for air test purposes or other minor needs as required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contractor is to have a welder(s) and multiple welding machines on staff qualified to weld high pressure steam lines (125 psi rated with schedule 80 pipe). An R stamp is not required. Contractor will need to be able to do machine type work also. Contractor to certify prior experience with underground, conduit insulated, steam line system. Experience can be audited.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
|          |          |      | I certify the type steam line experience: Earl M. Keith  
Contractor Name |      |        |
|          |          |      | Contractor will provide emergency repair service on an "as needed" basis (weekend or night service within 2 hours of notification). The per hour rate is to include all costs such as travel, meals, and lodging. |      |        |

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

**Delivery F.O.B. Cookeville**

**Tennessee Technological University**

**Mark All Shipment And Invoices With Contract Order No.: C 15559**

**Contract Order Date:** 01/04/06  
**Payment Terms:** NET 30

**Date:** 01/03/06

**Delivery Date:**

---

We reserve the right to reject and nonelected goods that are not compatible with the contract or if the invoice is incorrect. Damage to items not shipped within the time frame will be shipped at the risk and cost of the sender. All invoices should be made payable to Tennessee Technological University.  

**Accounting:**  
**Purchasing:**  
**Vendee:**  
**Invoice:**  
**Department:**  
**Contractor:**  

**INVOICE**  
**Accounting:**  
**Purchasing:**  
**Vendee:**  
**Invoice:**  
**Department:**  
**Contractor:**  

**INVOICE**  
**Accounting:**  
**Purchasing:**  
**Vendee:**  
**Invoice:**  
**Department:**  
**Contractor:**  

**Accounting:**  
**Purchasing:**  
**Vendee:**  
**Invoice:**  
**Department:**  
**Contractor:**  

**Accounting:**  
**Purchasing:**  
**Vendee:**  
**Invoice:**  
**Department:**  
**Contractor:**

**Tennessee Technological University**  
**Invoiced by Vice President for Business & Finance Affairs**

**A Student of the University of Tennessee Board of Regents**
TENNESSEE TECHNOLOGICAL UNIVERSITY

Purchasing Office

COOKEVILLE, TENNESSEE 38505

PURCHASE ORDER

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Labor:</td>
<td>1</td>
<td></td>
<td>$14.00 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Labor:</td>
<td>1</td>
<td></td>
<td>$27.50 per hr.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisor Labor:</td>
<td>1</td>
<td></td>
<td>$33.00 per hr.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor Telephone Number: (931) 536-6151
Mechanical/Contractor's License: 14999
Expiration Date: 03/31/06

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:
**Purchasing Office**

**COOKEVILLE, TENNESSEE 38505**

**PURCHASE ORDER**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
</table>

- 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: **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 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.

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. Contractor will be responsible for all compliance with TDEC environmental regulations and notifications while conducting work on the TTU Campus.

14. An itemized invoice in duplicate, referencing TTU job, TTU contact person, and contract number C16659, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.

15. The University's annual maximum liability of this contract shall not exceed $100,000.