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:**

<table>
<thead>
<tr>
<th>SHIP TO:</th>
<th>SEND INVOICE IN DUPLICATE TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>220 W 10th St</td>
<td></td>
</tr>
<tr>
<td>Facilities</td>
<td></td>
</tr>
<tr>
<td>Cookeville TN 38505</td>
<td></td>
</tr>
<tr>
<td>Tennessee Technological University</td>
<td></td>
</tr>
<tr>
<td>Business Office, Box 5037</td>
<td></td>
</tr>
<tr>
<td>Cookeville, Tennessee 38505-0001</td>
<td></td>
</tr>
</tbody>
</table>

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></td>
<td>1</td>
<td>10,000.00</td>
<td>LOT</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>1.0000</td>
<td>Pipe Duct Insulation / Repair</td>
</tr>
</tbody>
</table>

To provide Tennessee Technological University the following 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 the Contractor.

Terms and conditions shall be as those previously established in TTU Contract No. C15556.

Replaces TTU Contract No. C15556.

For Information Contact:
Larry Wheaton, Facilities
(931) 372-3227

<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>1</td>
<td>10,000.00</td>
<td>LOT</td>
<td>1.0000</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

**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:** [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.

**ITEM QUANTITY UNIT DESCRIPTION**

- Labor Per Hour: 28.50 / hr.

The annual maximum liability of this contract shall be 10,000. 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.

**TOTAL:** 10,000.00

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.
**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)

---

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>PLEASE DO NOT DUPLICATE ORDER!</strong></td>
</tr>
</tbody>
</table>

To extend Contract Number C15556 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.

---

**TENNESSEE TECHNOLOGICAL UNIVERSITY**

Delivery F.O.B. Cookeville

We are exempt from federal and state taxes; do not include such taxes in the invoice. Exemption certificates will be furnished when requested. We are an EEO/AA/Title IX/ Section 504/ADA Employer.

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

Mark All Shipments And Invoices With Order Number

<table>
<thead>
<tr>
<th>Order No.</th>
<th>C15556</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Date</td>
<td>01/04/06</td>
</tr>
<tr>
<td>Correction Date</td>
<td>11/03/06</td>
</tr>
<tr>
<td>Function No.</td>
<td>Facilities</td>
</tr>
<tr>
<td>Requisition No.</td>
<td>Pipe Duct Insulation</td>
</tr>
</tbody>
</table>

ADDRESS SHIPMENT TO:

Claire Sillers, Vice President for Business and Fiscal Affairs

A Constituent University of the Tennessee Board of Regents
# TENNESSEE TECHNOLOGICAL UNIVERSITY

**OFFICE OF BUSINESS SERVICES**  
TELEPHONE 831-373-9491  
FAX 931-372-3727  
www.tntech.edu/purchasing  

## CONTRACT ORDER

**TO:** CARWILE MECHANICAL CONTRACTORS INC  
433 E 12TH STREET  
COOKEVILLE TN 38501

(931) 526-6151

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

(All invoices to reference contract order number listed above)

**Facilities**  
Commodity/ Service: Pipe Duct Insulation  
Quotation Date: 12/22/05  
Delivery Date:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ARTICLE**

**CONTRACT**

To provide the following to Tennessee Technological University from January 1, 2005, through December 31, 2006, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.

The Contractor will provide a service contract which will include repair work for insulation of pipe and tanks and related items. Work will include underground conduit piping systems. The per hour rate is to include all costs such as travel, meals, and lodging.

Labor Per Hour: **$28.50 / hour**

**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.

Mark All Shipments  
And Invoices With  
Contract Order No.  

C 15556

**Contract Order Date**  
01/04/06

**Payment Terms**  
NET 30

**ADDRESS SHIPMENT TO:**

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

---

**TENNESSEE TECHNOLOGICAL UNIVERSITY**

**Accounting**  
Vendor  
Department  
Invoive  
Contract

**Linda Maxwell, Interim Vice President for Business and Fiscal Affairs**

---

We are exempt from federal and state taxes; do not include such taxes in the invoice. Disbursement certifi/icates will be furnished when requested. This an an EDDA/ATA 50. Section 501/ADA Employer.
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, age, disability, veteran status 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:
- 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, in 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 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 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 $10,000. 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 the contract number C15566, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed.