

TERRY SERVICE, INC.

POST OFFICE BOX 1557 ■ RIDGELAND, MS 39158-1557
746 SOUTH RIDGEWOOD ROAD ■ RIDGELAND, MS 39157
PHONE: (601) 956-9211 ■ FAX: (601) 957-9340 ■ 1-800-898-0116

August 31, 2017

Mr. Danny Lee
Director of Buildings & Grounds
125 West North Street
Canton, Mississippi 39046

Dear Mr. Lee:

This is request to modify and add to our current preventative maintenance contract as follows:

Modify: Equipment Repair Mechanic labor rates from **\$90.00** per hour to **\$102.00** per hour for regular time.

Add: Equipment Repair Mechanic Helper rate of **\$80.00** per hour.

Modify: Overtime Mechanic Rate and from **\$135.00** to **\$153.00** per hour.

Modify: Energy management repair service rates from **\$110.00** to **\$125.00** per hour.

Modify: Truck Charge from **\$50.00** per call to **\$35.00** per call.

We are not requesting any additional rate increases for our base preventative maintenance service charges for either the jail or county buildings. These rate increases/decreases only apply to corrective repairs not covered under the contract terms.

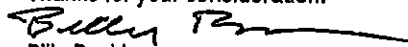
The outline below shows how the new page in the contract will be written:

Service calls not covered under Service Agreement Proposal will be billed at current rates. **Time starts and stops at our facility.** Currently our rates are as follows:

Equipment Repair Mechanic Rate:	\$102.00 per hour	(ERM)
Equipment Repair Mechanic Helper Rate:	\$ 80.00 per hour	(ERMHR)
Overtime Mechanic Rate	\$153.00 per hour	(OMR)
Energy Management Service Rate:	\$125.00 per hour	(EMSR)
Truck Charge	\$ 35.00 per billable service call	
Per Diem and Overnight Expense:	N/A	
Mileage Charge:	N A	

This request is for year 4 of our 5 year contract.

Thanks for your consideration.


Billy Boykin
Existing Building Sales
Jackson Corporate Office
Terry Service Inc.
746 Ridgewood Road
Ridgeland, MS, 39157

LABOR RATES AND PAYMENT TERMS:

- A. Normal working hours: 8:00 AM to 5:00 PM, Monday through Friday
- B. Overtime working hours: 5:01 PM to 7:59 AM, Monday through Friday and Weekends and Holidays.
- C. There will be a one (1) hour minimum on regular time and overtime service calls during week and a two (2) hour minimum on weekend and holidays.
- D. Service calls not covered under Service Agreement Proposal will be billed at current rates. Time starts and stops at our facility. Currently our rates are as follows:

Equipment Repair Mechanic Rate:	\$102.00 per hour	(ERM)
Equipment Repair Mechanic Helper Rate:	\$ 80.00 per hour	(ERMHR)
Overtime Mechanic Rate	\$153.00 per hour	(OMR)
Energy Management Service Rate:	\$125.00 per hour	(EMSR)
Truck Charge	\$35.00 per billable service call	
Per Diem and Overnight Expense:	N/A	
Mileage Charge:	N A	

- E. Payment of each invoice will be made by Customer within forty five (45) days from its date and will not be delayed due to insurance claims or other settlements.

WARRANTIES AND LIABILITIES:

- A. Terry Service, Inc, warrants for a period of one year that all replacement parts furnished by it under this work order are free from defects in workmanship and material.
- B. The obligations and liabilities of Terry Service, Inc., under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry Service Inc. furnished F.O.B. shipping point, or freight collect to buyer's city.
- C. No liability whatever shall attach to Terry Service Inc., until said parts have been paid for by the Customer. Then liability is limited to the purchase price.
- D. Labor is warranted for ninety (90) days unless otherwise noted in repair proposals.
- E. Any further warranty must be in writing, signed by an officer of Terry Service Inc.
- F. In no event shall Terry Service, Inc., be obligated to pay for the cost of lost refrigerant due to mechanical breakdown of equipment, leaks, or improper use of equipment.
- G. The warranty and liability set forth herein are in lieu of all other warranties and liabilities whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchant-ability and fitness for particular use.
- H. In no event shall Terry Service, Inc., be liable for any incidental or consequential damages.