CITY OF CLINTON
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 8, 2003 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

A Special Meeting of the Mayor and the Board of Aldermen was called by Mayor Rosemary Aultman to be held at 7:00 p.m. on Tuesday, July 8, 2003 in the Municipal Courtroom located at 305 Monroe Street. The Notice of Special Meeting and Affidavit of Delivery are attached.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG
The invocation was led by Alderman Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Hisaw.

ROLL CALL – Deputy City Clerk Carol Warren

Present:
Jehu Brabham - Alderman-At-Large
Tony Hisaw - Alderman Ward 1
Tony Greer - Alderman Ward 2
Clint Brantley - Alderman Ward 3
Phil Fisher – Alderman Ward 4
Herb Touchton – Alderman Ward 5
Sharbert Lott – Alderman Ward 6
Ken Dreher - City Attorney

Absent: Wayne Derrick, City Clerk

APPROVAL OF AGENDA ITEMS A-AA

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-AA. Items C, D, and E will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL CHANGE ORDER FOR CONSTRUCTION CONTRACT #2 ON SOUTHSIDE WATER IMPROVEMENTS

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Fisher to approve a Final Change Order for construction Contract #2 on Southside Water Improvements in the amount of $6,875.00 to Hemphill Construction Company, Inc. This changes the original contract amount from $418,608.80 to $445,938.88. A copy of the Final Change Order is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #1 FOR CONTRACT #1 FOR SOUTHSIDE WATER IMPROVEMENTS

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve a Change Order #1 for Contract #1 for Southside Water Improvements in the amount of $93,134.00 to Layne Central Company. This changes the original contract amount from $320,064.00 to $413,198.00. A copy of the Change Order #1 is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL AND PAYMENT OF MAINTENANCE AGREEMENT ON GENICOM PRINTER

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Fisher to authorize Mayor Aultman to enter an annual maintenance agreement with ABA Moriah Corporation on Genicom 5100E Printer in the amount of $1,100.00. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to adjourn. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

July 11, 2003
Date

ATTEST: W Derrick
Wayne Derrick, City Clerk

07/11/2003
Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

NOTICE OF SPECIAL MEETING OF
THE MAYOR AND BOARD OF ALDERMEN

I, the undersigned, Rosemary G. Aultman, Mayor of the City of Clinton, Mississippi, do hereby call a **SPECIAL MEETING** of the Mayor and Board of Aldermen pursuant to the provisions of Section 21-3-21 of the MS Code of 1972. Said Meeting shall be held at 7:00 p.m., Tuesday, July 8, 2003 in the Municipal Courtroom located at 305 Monroe Street, for the purpose of discussing the following item:

1. Adoption of Consent Agenda;
2. Final Change Order for Construction Contract #2 on Southside Water Improvements;
3. Change Order #1 for Contract #1 for Southside Water Improvements and Approval for payment on Change Order #1; and
4. Approval of Maintenance Agreement and payment to ABA Moriah Corporation on Genicom Printer

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

July 7, 2003
Date

RETURN OF POLICE OFFICER

I, the undersigned Police Officer of the City of Clinton, Mississippi, personally delivered a true copy of the foregoing Notice of Special Meeting of the Mayor and Board of Aldermen to the following named persons at the date and time hereafter set out.

	NAME	*DATE*	*TIME*
123	[illegible]	7-7-3	2:55 PM.
123	[illegible]	7-7-03	3:03 PM
123	[illegible]	7-7-03	3:17 PM
123	[illegible]	7-7-03	3:50 PM
147	[illegible]	7-7-03	6:04 PM
147	[illegible]	7/7/03	6:15 PM
147	[illegible]	7/7/03	6:20 PM
147	[illegible]	7/7/03	6:29 PM

Witness my signature on the 7 day of July, 2003.

[illegible] (123)
[illegible] (147)
POLICE OFFICER OF THE CITY OF CLINTON

I, the undersigned Police Officer of the City of Clinton, Mississippi, do hereby certify that I made a diligent search and inquiry as to the whereabouts of the following named persons, but was unable to find said persons.

NAME	*DATE*	*TIME*

Witness my signature this the _____ day of ___________________, 20____.

POLICE OFFICER OF THEH CITY OF CLINTON

BOARD APPROVED
JUL 0 8 2003
CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: July 8, 2003 Agenda Item No. 7

Consent Agenda: $ For: *	To: Account No.

Discussion/Action: Final change order for Construction Contract #2 on Southside Water Improvements. $6,875.00

Introduced by: Richard Broome Telephone No.924-5462

Exhibits for Review:

Minutes: ______	Invoice: X	Other:
Ordinance: ______	Plans, Maps: ______	______
Resolution: ______	Contract: ______	______

Recommendation:

Board Action:

Motion made by: Lott
Seconded by: Fisher

Vote Cast:	"Aye":	"Nay":	Action Taken:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	✓		
Fisher	✓		
Touchton	✓		
Lott	✓		
Mayor Aultman			

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

CONTRACT CHANGE ORDER

BOARD APPROVED

JUL 0 8 2003

CITY OF CLINTON

OWNER: **CITY OF CLINTON**
CONTRACTOR: **HEMPHILL CONSTRUCTION**
LOAN NUMBER: DWI H280088-01
PROJECT NAME: **2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTS**
CHANGE ORDER NUMBER: **Final** CONTRACT NUMBER: **2**
REASON FOR CHANGE: **Owner has added security at each well, tanks and booster station.**
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible
1	ADD TO INSTALL SECURITY AT DOORS AT THE WELLS, TANKS AND BOOSTER STATION	0	0	$6,875.00	$6,875.00

TOTAL CONTRACT CHANGE **$6,875.00** **$6,875.00**

ORIGINAL CONTRACT AMOUNT:	$418,608.80	$418,608.80
CURRENT CONTRACT AMOUNT:	$439,063.88	$439,063.88
THIS CONTRACT CHANGE:	$6,875.00	$6,875.00
REVISED CONTRACT AMOUNT:	$445,938.88	$445,938.88
CURRENT CONTRACT COMPLETION DATE:	May 30, 2003	May 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	28 DAYS	28 DAYS
REVISED CONTRACT COMPLETION DATE:	June 27, 2003	June 27, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY: [signature] (ENGINEER) 6/13/03 (DATE)

ACCEPTED BY: Stephen M. Rula (CONTRACTOR) 6/26/03 (DATE)

ORDERED BY: ______ (OWNER) ______ (DATE)

APPROVED BY: ______ (MSDH REPRESENTATIVE) ______ (APPROVAL LETTER DATE)

HEMPHILL CONSTRUCTION COMPANY
FLORENCE, MS SINCE 1963

P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction   Heavy & Highway Construction

June 17, 2003

BOARD APPROVED
JUL 0 8 2003
CITY OF CLINTON

Williford, Gearhart & Knight
P. O. Box 318
Clinton, MS 39060

RECEIVED
JUN 17 2003
CITY OF CLINTON
ENGINEERING DEPARTMENT

ATTENTION: Mr. Bill Gilliland

RE: 2002 SRF Water Improvements
Contract 2 - Water Distribution System Improvements
SRF Project No. DWI-H28008-01
City of Clinton, MS

Dear Mr. Gilliland:

Hemphill Construction Co., Inc. will provide all labor, equipment and material to install a Control Systems, Inc. SCADA System to add security on the above referenced project for the following price:

Labor	$ 5,000.00
Equipment	$ 1,000.00
Materials	$ 275.00
Sub-total	$ 6,275.00
Tax 3.5%	219.63
Bond 1%	62.75
Markup 5%	313.75
Total	$ 6,871.13

If you agree with the above pricing please issue a change order to our contract to cover this additional work.

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Stephen H. Rula

Stephen H. Rula
Project Manager

The difficult we do immediately, the impossible takes a little longer!

WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

BOARD APPROVED

JUL 08 2003

CITY OF CLINTON

June 12, 2003

RECEIVED
JUN 13 2003
CITY OF CLINTON
ENGINEERING DEPARTMENT

Mr. Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi

Re: City of Clinton
2002 SRF Water Improvements
Water Distribution System Improvements
WGK #01-249

Dear Richard:

Enclosed are four (4) copies of the Final Change Order, for Contract No. 2 of the referenced project. Please have them executed and return them to me for submission for approval to DEQ. I will send you a copy of the document after final approval.

If you have any questions please call me at 925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

WSG

William S. (Bill) Gilliland
Engineer Assistant

wsg

Pc: Tim Rogers, Public Works Director

P.O. Box 318 • 204 West Leake Street • Clinton, Mississippi 39060 • 601.925.4444 • Fax 601.924.6708

BOARD APPROVED
JUL 0 8 2003
CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: July 8, 2003 Agenda Item No. 8

Consent Agenda: $ For: *	To: Account No.

Discussion/Action: Change order #1 for Contract #1 for Southside Water Improvements – Upgrade well size to 1000 gallons per minute.

Introduced by: Richard Broome Telephone No.924-5462

Exhibits for Review:

Minutes: ________	Invoice: __ ____	Other: X
Ordinance: _______	Plans, Maps: _______	____________________
Resolution: _______	Contract: _________	____________________

Recommendation:

Board Action:

Motion made by: Touchton
Seconded by: Brantley

Vote Cast:	"Aye":	"Nay":	Action Taken:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	✓		
Fisher	✓		
Touchton	✓		
Lott	✓		
Mayor Aultman			

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

BOARD APPROVED
JUL 0
CITY OF CLINTON

RECEIVED
JUN 19 2003
CITY OF CLINTON
ENGINEERING DEPARTMENT

June 19, 2003

Mr. Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi

Re: City of Clinton
2002 SRF Water Improvements
Contract 1 – 1000 GPM Water Well
WGK #01-249

Dear Richard:

Enclosed are five (5) copies of Change Order No. 1 for Contract 1 of the referenced project. Please have them executed and return them to me. I will have them executed by DEQ and return you a copy.

If you have any questions please call me at 925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

WSG

William S. (Bill) Gilliland
Engineer Assistant

Wsg

enclosures

Pc: Tim Rogers, Public Works Director

CONTRACT CHANGE ORDER

BOARD APPROVED

JUL 0 8 2003

CITY OF CLINTON

OWNER: **CITY OF CLINTON**
CONTRACTOR: **LAYNE CENTRAL A DIVISION OF LAYNE CHRISTENSEN COMPANY**
LOAN NUMBER: DWI H280088-01
PROJECT NAME: **2002 SRF WATER IMPROVEMENTS – 1000 gpm Water Well**
CHANGE ORDER NUMBER: **1** CONTRACT NUMBER: **1** REASON FOR CHANGE: **Increased water well size to 1,000 GPM.** YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible
1	Bid Item 2, 1160' test hole bid, 1192' actual 32' deeper at $25/lf	$ 70,0000	$ 70,000.00	$ 800.00	$ 800.00
2	Bid item #4, 1120' test well bid, 930' actual 190' shallower @ $20/lf	20/ft	20/ft	($ 3,800.00)	($ 3,800.00)
3	Bid item #6, 1120' perm well bid, 945' actual 175' shallower @ $50/lf	50/ft	5-/ft	($ 8,750.00)	($ 8,750.00)
4	Bid item #7, 80' screen bid, 130' actual 50' more screen @ $100/lf	100/ft	100/ft	$ 5,000.00	$ 5,000.00
5	Bid item #14, adder for 16 x 10 well	0	0	$ 40,000.00	$ 40,000.00
6	Bid item #15, adder to #6 for 16 x 10 well 1120 bid – 945' actual = 175' @ $30/lf	0	0	($ 5,250.00)	($ 5,250.00)
7	Bid item #16, adder to #7 for 10" screen 130' actual – 80' bid = 50' @ $30/lf	0	0	$ 1,500.00	$ 1,500.00
8	Bid item #18, adder for 1000 gpm pump	0	0	$ 40,000.00	$ 40,000.00
9	Bid item for #20, adder for 10" discharge piping	0	0	$ 6,000.00	$ 6,000.00
10	Bid item #21, adder for 1000 gpm components	0	0	$ 6,000.00	$ 6,000.00
11	Adder to develop 50' more screen	0	0	$ 8,505.00	$ 8,505.00
12	Adder for flared end sections on culvert	0	0	$ 3,129.00	$ 3,129.00
TOTAL CONTRACT CHANGE				**$93,134.00**	**$93,134.00**
ORIGINAL CONTRACT AMOUNT:				$320,064.00	$320,064.00
CURRENT CONTRACT AMOUNT:				$320,064.00	$320,064.00
THIS CONTRACT CHANGE:				$ 93,134.00	$ 93,134.00
REVISED CONTRACT AMOUNT:				$413,198.00	$413,198.00
CURRENT CONTRACT COMPLETION DATE:				August 6, 2003	August 6, 2003
TIME EXTENSION REQUIRED BY CHANGE				60 DAYS	60 DAYS
REVISED CONTRACT COMPLETION DATE:				October 5, 2003	October 5, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY: [signature] (ENGINEER) 6/25/03 (DATE)

ACCEPTED BY: Ralph Haley (CONTRACTOR) 6-26-03 (DATE)

ORDERED BY: ______ (OWNER) ______ (DATE)

APPROVED BY: ______ (MSDH REPRESENTATIVE) ______ (APPROVAL LETTER DATE)

MARCH 10, 2002
DWILF22

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED
JUL 0 8 2003
CITY OF CLINTON

BOARD MEETING DATE: July 8, 2003 AGENDA ITEM NO. 9

CONSENT AGENDA: TO:

FOR:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes		Invoice		Other	
Ordinance		Plans, Maps			
Resolution		Contract			

DISCUSSION/ACTION: Annual Maintenance Agreement & Approval for Payment to ABA Moriah Corporation for Genicom Printer

Introduced by: ~~Wayne Derrick, City Clerk~~ Mayor

BOARD ACTION: MOTION MADE BY: Brantley

SECONDED BY: Fisher

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Brantley	✓		
Fisher	✓		
Touchton	✓		
Lott	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

ABA MORIAH CORPORATION

BOARD APPROVED

JUL 0 8 2003

Contract No.	**111654**
Beginning:	06-16-03
Ending:	06-15-04
Customer #:	334480
Billing Period:	Annual

MAINTENANCE SERVICE AGREEMENT CITY OF CLINTON

DISPATCH: (972) 783-8400 or (800) 477-1297, Ext. 135

ABA Moriah (ABA Service) agrees to provide the following maintenance service to Customer on the Equipment listed below in accordance with the terms and conditions on the reverse side:

Corrective Service: All required service will be performed to correct improper functioning of Equipment which occurs as a result of normal use. Customers uninterrupted use of Equipment, however, is not guaranteed.

Parts Replacement: Parts will be checked and replaced as required to prevent malfunction. Parts provided will either be new or remanufactured, at ABA Service's sole option. Parts which are replaced shall become the property of ABA Service.

Preventive Maintenance: General inspection will be performed at the time of a corrective service call to check Equipment performance.

Service Availability: Service will be performed Monday through Friday during normal working hours (8 a.m. to 5 p.m.) excluding holidays. ABA Service will provide prompt service and will use its best effort to have a Service Representative at Customer's location as soon as practicable after receipt of Customer's service request. When customer requests service after hours or on holidays, service will be performed subject to availability of ABA Service Representatives, at an additional charge for labor and mileage at rates in effect at the time of service.

In order to obtain maintenance service, Customer must telephone ABA Service at the dispatch number depicted above, with the following Information: Customer name, contract number, model and serial number of Equipment, Equipment location, and nature of problem.

THE ADDITIONAL CHARGES LISTED ON THE REVERSE SIDE SHOULD BE READ CAREFULLY SINCE THEY MAY APPLY TO THIS AGREEMENT.

The reverse side contains a full description of billing options and their respective requirements. If Annual Billing is appropriate, payment in full of the total Annual Service Charge is due and payable when Customer signs this Agreement. If Customer elects Monthly Billing, payment for the applicable First Period is due and payable when Customer signs this Agreement; a non-cancelable Purchase Order (or other firm commitment) authorizing the Total Annual Service Charge pursuant to the terms and conditions of this Agreement must be provided with the signed Agreement.

Bill to Customer:	City of Clinton	Customer:	City of Clinton
Address:	P.O. Box 156	Equipment Location:	300 Jefferson Street
City, St, Zip:	Clinton, MS 39060	City, St, Zip:	Clinton, MS 39056
Attn:	Wayne Derrick		

EQUIPMENT COVERED BY THIS AGREEMENT

Model #	Serial #	# of Items		Amount
5100E Printer	0246991345	1		1,100.00
	P.O. # 49991			

Sub Total $	1,100.00
Tax $	
Total $	1,100.00

I am the owner of the equipment listed above, or if not the owner, the owner is____________________

And I have been duly authorized by such owner to enter into this Agreement. I have read and understand the terms and conditions on the reverse and agree to be bound by them. I agree that this Agreement is the entire agreement between myself and ABA Service and that I do not rely on any proposals or prior agreements, oral or written, relating to the subject matter of this Agreement.

CITY OF CLINTON

Company Name

Authorized Customer Signature   Date

ROSEMARY G. AULTMAN   MAYOR

Printed Name   Title

ACCEPTED:

BY Cassandra Hammond

ABA Moriah Corporation   June 19, 2003
6594 Commerce Court
Warrenton, VA 20187

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

TERMS AND CONDITIONS

1. TERM OF AGREEMENT RENEWAL

This Agreement will be effective when signed and accepted by ABA Service at Gainesville, Virginia. Acceptance is contingent upon verification of rates and charges. The term of this Agreement is one year which begins and ends on the dates shown on the front side. When Customer signs this Agreement before the applicable warranty expires on Equipment, the commencement date of the term will be the last date of the applicable warranty period. Customer may renew this Agreement by paying the renewal invoice before the end of the current term. Coverage will lapse if payment is not received by ABA Service before the current term expires. Should coverage lapse, Customer either may reinstate contract coverage by requesting and paying both a product inspection charge and the Total Annual Service Charge at rates then in effect or may obtain non-contract service by paying for parts, labor and travel at rates in effect at the time of service.

ABA Service reserves the right to withdraw any item of Equipment from coverage at the end of the initial term, or, thereafter, on thirty (30) days prior written notice if it in its sole discretion determines that the Equipment cannot be properly or economically repaired because of excessive wear or deterioration. Should this occur, Customer either may continue contract coverage by requesting and paying for product refurbishment at rates then in effect or may obtain non-contract service by paying for parts, labor and travel at rates in effect at the time of service.

2.. PRICING

Maintenance service pricing is based upon the location of the Equipment. The base price is applicable to Equipment located within a fifty (50) mile radius of an authorized ABA Service Facility (Metro Zone). Pricing for Equipment located beyond the 50 mile radius is determined at prevailing rates in accordance with the following schedule:

Zone	Metro	1	2	3	4	5	6
Mileage Range	0-50	51-75	76-100	101-125	126-150	151-175	176-200

Customers located at distances greater than 200 miles must obtain a quote for Maintenance service.

3. PAYMENT

a. Annual Billing. The Total Annual service Charge is due and payable on the date Customer signs the Agreement. Payment for any renewal term is due in full within thirty (30) days of date of renewal invoice.

b. Semi-Annual, Quarterly and Monthly Billing. Payment for the First Period is due and payable on the date Customer signs this Agreement. Thereafter, all other periodic payments, including payments for any renewal term, will be due and payable within thirty (30) days of date of invoice.

IF PAYMENT IS NOT RECEIVED WHEN DUE, ABA SERVICE RESERVES THE RIGHT TO REFUSE SERVICE UNTIL PAYMENT IS MADE IN FULL.

c. Renewal. The terms and conditions of paragraph 1 regarding renewal shall apply to non-payment of renewal invoice.

d .THERE ARE SOME LIMITATIONS TO COVERAGE LISTED IN SECTION 7 BELOW AND THESE SHOULD BE READ CAREFULLY

If service is not covered by this Agreement, Customer may have such service performed at parts, labor and travel charges then in effect. Payment for such services will be due and payable in full in cash upon completion of service.

4. PRICE INCREASE

All rates are subject to increase at the end of the initial term and, thereafter, at the end of any Billing Period upon thirty (30) days prior written notice by ABA Service. Customer may elect to withdraw the affected Equipment from coverage by notifying ABA Service of such intention in writing by registered or certified mail (return receipt requested), postage prepaid, to ABA Service, P.O. Box 350, Gainesville, Virginia, 20156. If customer does not so notify ABA Service, the increased price will be effective at the end of the Billing Period.

5. EQUIPMENT LOCATION

Customer agrees that the Equipment will not be relocated to an address different from that shown on the front side of this Agreement without prior written notice to Contracts Administrator, ABA Service. Customer agrees to pay ABA Service any additional charges which may result from the relocation of Equipment from one zone to another as well as any other applicable charges in full upon receipt of invoice.

6. LIMITATIONS OF COVERAGE

THIS AGREEMENT DOES NOT COVER SERVICE NECESSITATED BY: 1) Alteration, modification or service by anyone other than an authorized ABA Service Representative; 2) any cause other than ordinary use including, but not limited to misuse, abuse, accidental damage, improper maintenance, shipping damage; 3) use in a manner for which Equipment was not designed or use of parts or supplies not recommended in the Operators Manual; 4) damage to Equipment due to causes external to Equipment including, but not limited to power surges, power reductions or failures, defective electrical work, electrical work external to Equipment, fire, flood water, wind, lightning and any other natural phenomena; 5) failure of hardware, software and/or communication lines, modems or foreign equipment connected to Equipment; 6) installation of accessories, attachments or options when installation was not performed by an authorized ABA Service Representative; 7) addition or removal of any accessory, equipment attachment or option; 8) relocation of Equipment; 9) additions or changes in the Equipment specification required by Customer; 10) operator inefficiency, which includes but is not limited to changing ribbons, adjusting head mechanism and loading paper; 11) requests to supply items such as ribbons, forms, paper or paper tape; 12) product refurbishment or product inspection

ANY SERVICE FURNISHED BUT NOT COVERED BY THIS AGREEMENT WILL BE PERFORMED AT APPLICABLE PARTS, LABOR AND TRAVEL RATES THEN IN EFFECT AND WILL BE DUE AND PAYABLE, AS WILL ALL APPLICABLE TAXES, IN FULL IN CASH UPON COMPLETION OF SUCH SERVICE.

7. ADDITIONAL CHARGES

a. When service is requested to be rendered during other than normal working hours (8 a m to 5 p m Monday through Friday, exclusive of holidays) it will be performed at labor and mileage rates then in effect and is due and payable upon receipt of invoice. No charge will be made for parts replacement.

b. When service requires that the Service Representative remain overnight at Customer's location, Customer shall pay the expenses incurred by the Service Representative including lodging and meals (which shall not exceed $100. 00 per night), upon receipt of invoice.

c. When special test equipment is required to perform service, Customer shall pay the cost of rental of such equipment upon receipt of invoice.

d. If Customer does not request performance of service when a Service Representative has responded to Customer's service call, or if either access is denied to Equipment or if the Service Representative is expected to wait more than thirty (30) minutes, Customer shall pay upon receipt of invoice, an amount equal to the greater of the Service Representative's time and travel or two (2) hours of labor.

e. If Customer requests installation of any change other than engineering changes recommended by ABA Service, Customer shall Pay for parts, labor and travel at rates then in effect upon receipt of invoice.

8. ACCESS TO EQUIPMENT

Customer agrees to provide full and free access to the Equipment and a safe environment in which to work. In no event will the Service Representative be required to wait longer than (30) minutes for access to the Equipment.

9. ENGINEERING CHANGES

ABA Service will notify Customer of and control and install those engineering changes which it determines to be applicable on Equipment covered by this Agreement. Except for those changes which ABA Service deems mandatory. Customer may elect not to have engineering changes Installed by providing ABA Service with written notice to such effect.

10. CANCELLATION

Customer may withdraw any item from coverage or cancel this Agreement during the initial term or any renewal term by giving notice in writing by registered or certified mail (return receipt requested) postage prepaid, to Manager ,Contract Administration , ABA Service, P.O. Box 350, Gainesville, Virginia 20156. The withdrawal or cancellation will be effective sixty (60) days from receipt of such notice. Withdrawal or cancellation will not relieve or release Customer from making payments which are due under the terms of this Agreement prior to the effective date. ABA Service will refund the pro-rated rate of maintenance service for the remaining months of coverage less the Cancellation Surcharge when such effective date occurs before the end of the initial term or any renewal term hereunder.

ABA Service reserves the right to cancel this Agreement or to adjust the Annual Service Charge for affected Equipment when the specifications, attachments or features are modified by other than an authorized ABA Service representative.

11. DEFAULT

ABA Service shall in no event be in default in the performance of any of its obligations under this Agreement unless and until ABA Service shall have failed to perform such obligation within (10) days after written notice by Customer or such additional time as is reasonably required to correct any such default. Customer's notice must clearly state the nature of the default and be sent by registered or certified mail (return receipt requested), postage prepaid, to Manager, Contract Administration, ABA Service, P.O. Box 350, Gainesville, Virginia, 20156.

If the default is not thereafter corrected ABA Service's liability will be limited to refunding the rate of maintenance service for the remaining months of coverage on a prorated basis.

ABA Service may withdraw any or all items of Equipment from coverage if Customer is in default of any of its obligations including but not limited to, non Payment of service of which an additional charge was due or nonpayment of periodic billing or renewal invoice.

12. DISCLAIMER INDEMNITY AND LIMITATION OF LIABILITY

IN NO EVENT WILL ABA SERVICE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL INDIRECT OR SPECIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL ABA SERVICE BE LIABLE FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

The above limitation of liability includes but is not limited to damages for loss of actual or anticipated revenue, loss of data or data rendered inaccurate, damage to business reputation, as well as loss due to failure of any system or component or damage resulting from installation and/or service of options not performed by an authorized ABA Service Representative.

CUSTOMER AGREES TO INDEMNIFY AND SAVE ABA SERVICE HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES, INCLUDING REASONABLE ATTORNEY S FEES, RESULTING FROM INJURIES TO PERSONS OR PROPERTY ARISING FROM, GROWING OUT OF, OR CONNECTED WITH THE USE OR OPERATION OF THE EQUIPMENT COVERED BY THIS AGREEMENT OR ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES OR AGENTS. THIS INDEMNITY WILL NOT, APPLY TO CLAIMS FOR PERSONAL INJURY CAUSED SOLELY BY ABA SERVICE.

ABA Service's liability to Customer for damages from any cause whatsoever regardless of the form of action whether in contract or tort, including negligence, will be limited to the greater of Five Thousand Dollars ($5, 000. 00) or the Annual Service Charge in effect at the time the cause of action arose for the specific item of Equipment under this Agreement which caused the damage or which is the subject matter of or is directly related to the cause of action. The limitation of liability will not apply to claims for personal Injury caused solely by ABA Service's negligence.

13. GENERAL

a. **Modification**—ABA Service reserves the right to modify the terms and conditions of this Agreement at the end of the initial term or any renewal term by giving the Customer thirty (30) days written notice. Customer may elect not to renew or may withdraw the affected Equipment from Coverage at the end of such term by notifying ABA Service in writing of such intention by registered or Certified mail (return receipt requested), to Manager, Contract Administration, ABA Service, P.O. Box 350, Gainesville, Virginia, 20156; however, if Customer elects to renew, the modified terms and conditions will be applicable during the renewal term(s).

Except as otherwise specifically stated herein, this Agreement will be modified only by a written agreement duly signed by both parties.

b. **Non-Assignability**—Customer may not assign or transfer this Agreement without the prior written approval of ABA Service.

c. **Applicable Law**—This Agreement shall be governed by the laws of the State of Texas.

d. **Action**—No action, regardless of form, arising from the transactions under the Agreement may be brought by either party more than two (2) years after the cause of action accrued.

e. **Severability**—Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective as to the extent of the prohibition and unenforceable without invalidating the remaining provisions of this Agreement.

f. **Captions**—The captions in this Agreement are for convenience of reference only and shall not define or emit any of the terms or provisions hereof.

Parts considered by the manufacturer as expendable items (e.g. ribbon shield, printbands, ribbons, drums, OPC belts) are excluded from this agreement.