

December 30, 2017

RE: Traffic Signal Maintenance  
January 1, 2017 to Dec. 31, 2017

Attn:

Dear:

We propose to enter into the following agreement with the *Borough X*.

I. **AGREEMENT:** This agreement shall become effective at 12:01AM January 1, 2017 and shall continue for a term of twelve months from the date hereof, unless one party gives the other (60) sixty days notice in writing. All charges for labor, equipment, and material shall be due at the agreed termination of this contract.

II. **MAINTENANCE:** *Electrical Contractor X* agrees to perform *complete* maintenance for the *Borough X*, on all traffic signalized intersections listed on page #4.

Our work includes:

Inspections and adjustments on a periodic schedule of maintenance per attached rider #1.

III. **REPAIRS:** *Electrical Contractor X* agrees to perform all necessary repairs to keep the intersections in good working condition.

In the event *Electrical Contractor X* is unable to restore normal operations in the field, we will;

A. Install replacement materials as needed to restore normal operations.

B. Install temporary components as needed while existing components are being repaired. (ie. controllers, conflict monitors, etc.)

If the damaged equipment has been determined by us to be unrepairable, it will then be considered under the stipulations of item V, Extra Work.

**IV. PAYMENTS:** *Electrical Contractor X* agrees to be compensated for the services listed in paragraphs II and III, in the following manner:

The sum of **\$150.00** (*One Hundred Ten Dollars and Zero Cents*) per intersection per month for Labor, Equipment, and Material for the period covering January 1, 2017 to December 31, 2017. This sum to be paid on or before the 10th day of January 1 2017, which will be invoiced to the *Borough X* quarterly, and a like sum to be paid on that quarter.

**Payment Summary:**

**January 1, 2017 to December 31, 2017**

<b>\$150.00 per month X 1 intersection .....</b>	<b>\$150.00</b>
<b>\$150.00 X three months .....</b>	<b>\$450.00*</b>
<b>\$450.00 X four quarters .....</b>	<b>\$1,800.00**</b>

**Payment Schedule:**

<b>Jan., Feb., March 2008 .....</b>	<b>\$450.00*</b>
<b>April, May, June 2008 .....</b>	<b>\$450.00*</b>
<b>July, Aug., Sept. 2008 .....</b>	<b>\$450.00*</b>
<b>Oct., Nov., Dec. 2008 .....</b>	<b>\$450.00*</b>
<b>TOTAL .....</b>	<b>\$1,800.00**</b>
<b>*Quarterly amount</b>	<b>**Total Contract Amount</b>

**V. EXTRA WORK:** Service calls arising from accidents, vandalism, fire, floods, tornadoes, lightning, or similar causes other than normal wear and tear and non-repairable equipment are not included in this contract. *Electrical Contractor X* will quote in writing the cost to repair any such damages. If an emergency or unsafe condition exists, and a quote is not feasible, we will perform the work necessitated by such damages on a *Time & Material* basis which will be invoiced to the *Borough X* as follows:

- A. Labor & Equipment @ contractors cost plus 25%
- B. Materials @ contractors cost plus 25%

**VI. UNAUTHORIZED SERVICE:** If persons other than *Electrical Contractor X's* authorized agents shall perform service on any of the intersections listed on page #4, and as a result further repair by *Electrical Contractor X* is required, such further repairs will be made at the *Time & Material* rates listed under item V, (Extra Work).

**VII. LIABILITIES:** The *Borough X* shall not be liable for any losses, injury, or damage to the equipment and property owned or used by *Electrical Contractor X* for legal or other expenses involving claims, costs, suing judgements for damages or for injuries to the agents or employees of *Electrical Contractor X*, including payments under workmen's compensation or any plan for the acts, omissions, or neglect or *Electrical Contractor X*, its agents or employees while engaged in the performance of work for the *Borough X*.

**VIII. INSURANCE:** The *Borough X* agrees to carry current insurance on all traffic signalized intersections listed on page #4.

**IX. NEW INSTALLATIONS:** This contract includes only those intersections listed on page #4. *Electrical Contractor X* will add any additional traffic signalized intersections to this contract after a review, proposal, and acceptance has been negotiated with the *Borough X*.

**X. INTERSECTION LIST:** The following signalized intersections shall be considered under the scope of this contact.

- 1: \_\_\_\_\_
- 2: \_\_\_\_\_
- 3: \_\_\_\_\_

We thank you for your consideration and hope that our proposal meets your approval.

Sincerely,  
Electrical Contractor X.

Joe Proprietor,  
Company Officer

*Acceptance* \_\_\_\_\_ *Date*