

December 30, 2007

RE: Traffic Signal Maintenance
January 1, 2008 to Dec. 31, 2008

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, 2008 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.

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*