

SIGN INSTALLATION and MAINTENANCE CONTRACT

Section 1. Identity of Parties

Allamakee County Joint E-911 Board, which is a political subdivision of the State of Iowa, and is granted home rule authority in Article III, Section 39A of the Constitution of the State of Iowa and as exercised in Iowa Code Chapter 331, Iowa Code (2017).

_____ is a private contractor authorized to conduct business in the State of Iowa and at no time shall the Contractor or its employees be considered an employee of the Allamakee County Joint E-911 Board or Allamakee County.

Section 2. Purpose

This document is established for the purpose of setting standards for the installation and maintenance of the E-911 signs and street signs for Allamakee County in Iowa.

Section 3. Definitions

“Allamakee County E-911 Intersection Sign Survey Numbers” means the written manual that contains a detailed list of county signage locations, numbers and street names.

“Board” means the Allamakee County Joint E-911 board and/or any of its members.

“Contractor” means the party with which the Allamakee County Joint E-911 Board shall contract for sign installation and maintenance. The “Contractor” shall be considered a private contractor and not an employee of the Board.

“Compensation” monetary payment made to the Contractor for goods and/or services rendered.

“Exhibit” means written documents relating to materials and installation specifications.

“Installation” means the erection of a complete sign including a sign post anchor, sign post, pins, sign post cap (if required) and affix any required sign blade.

“Maintenance” means repairing a complete sign assembly to an operational condition.

“Invoice” means a document with a detailed list of goods and services provided, with a statement of sum due for these, bill. To be completed on Form E100.

“Pin” means a galvanized fastener used to fasten the sign post to the sign post anchor.

“Rivet” means an aluminum fastener used to fasten any sign blade to a sign post.

“Sign Post” means a galvanized metal post which displays the E-911 sign blade or street name blade at or near the top of the post.

“Sign Post Anchor” means a galvanized metal tube or square tube which is inserted into the ground and allows the sign post to be inserted and pinned for display.

“*Sign Post Cap*” means a galvanized post that is installed at the top of the sign post.

“*Sign Blade*” means a metal plate (sign blade) imprinted with the E-911 address number or street name which is attached to a sign post.

“*Sign Assembly*” means a complete install and operational E-911 address number sign or street sign.

“*Supplies*” means any sign post anchor, sign post, sign post cap, rivet, pin and sign blade.

“*Tools*” means any power or hand tool utilized during the installation or maintenance of any E-911 sign or street sign.

“*Work Order*” means a document provided by the E-911 Director detailing the work required at a sign location to be completed by the contractor.

Section 4. Minimum Standards and Specifications

All materials shall be of minimum specifications as described in Exhibits A, A-1, B, C, D, E, F (see attached).

Section 5. Board Responsibilities

- The Board shall provide the Contractor with an up to date *Allamakee County E-911 Intersection Sign Survey Numbers* book.
- The Board shall provide the Contractor with a work order detailing the required installation and/or maintenance required for the sign unit to satisfactorily meet standards as set by the Board.
- The Board shall on a monthly basis compensate the Contractor for supplies and services rendered, upon receipt of an itemized invoice submitted by the Contractor. Invoices shall be submitted no later than ten (10) days after the last day of the month with all invoices for the month that the work is completed. Invoice for work shall be submitted on Form E100.

Section 6. Contractor Responsibilities

- The Contractor, upon written notification (work order) by the Allamakee County E-911 Director, shall order all materials needed (per Exhibits A, A-1, B,D,E) within five (5) business days (excluding holidays, Saturdays and Sundays) from the date of notice. The Contractor shall be responsible for all incorrect materials ordered due to the fault of the Contractor and shall rectify the error at their cost. The Contractor shall only use the alphabetical list of road names and E-911 address numbers as listed within the Allamakee County E-911 Intersection Sign Survey Numbers Catalog or road name or E-911 number given by the Allamakee County E-911 Director.
- The Contractor may keep an inventory of materials at the Contractor's expense.
- Upon receiving all required materials, the Contractor shall install or repair any sign assembly as requested per the work order description within five (5) business days (excluding holidays, Saturdays and Sundays).
- The Contractor shall use the information on Exhibit C, E & F as a guide to the installation of sign assemblies.

- Maintain all sign assemblies using the type of materials as described in the materials spec sheet (see Exhibits A, A-1, B & D).
- The Contractor shall contact all utilities prior to commencing any installation work that involves embedment of ground and does assume liability for any incident that may occur due to the fault of the Contractor.
- The Contractor shall supply all tools required to complete work on any sign assembly.
- The Contractor shall be responsible for their own vehicle(s) and will maintain insurance on the vehicle(s), and operated by licensed drivers, applicable to Iowa law.

Section 7. Insurance

The Contractor shall maintain insurance at all times during the term of this contract in the following minimum amounts;

- One million dollars (\$1,000,000) general liability, including the Board as an additional insured.
- One million dollars (\$1,000,000) errors and omission, including the Board as an additional insured.
- Auto insurance for any vehicle for use pertaining to this contract.

Section 8. Contract Duration

This contract shall become effective immediately upon execution by both parties and shall be valid for a period of three (3) years from the date of execution.

Section 9. Contract Termination

This contract may be terminated by any of the following means;

1. Mutual agreement of both parties as identified in this contract.
2. Contractor’s inability to perform.
3. Dissatisfactory performance of the Contractor as determined by the Board.
4. Upon the expiration date of this contract.

Section 10. Indemnification and Hold Harmless

To the extent authorized by Iowa law, the Contractor shall indemnify and hold harmless the Allamakee County E-911 Board and the County of Allamakee from any and all liability, expense, damage, judgment, cause of action or suit may accrue against the Allamakee County E-911 Board or Allamakee County arising out of the actions, work or materials during the duration of this contract or any time after termination.

Section 11. Compensation

The Contractor shall be compensated per the following fee schedule;

STREET SIGNS

Service & Mileage Charge	Per Location	\$
Sign Post Anchor	Per Foot	\$
Sign Post	Per Foot	\$
Street Sign w/lettering	Per Square Foot	\$
Rivet	Per Unit	\$
Sign Post Cap	Per Unit	\$

E-911 ADDRESS NUMBER SIGNS

Service & Mileage Charge	Per Location	\$
Sign Post Anchor (if required)	Per Foot	\$
Sign Post	Per Foot	\$
E-911 Address Number Sign Blade w/lettering	Per Square Foot	\$
Rivet	Per Unit	\$

Section 11. Execution

IN WITNESS HEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above contract and have caused their duly representatives to execute this agreement.

Allamakee County Joint E-911 Board

By: _____

Dated: _____

Name: Clark A. Mellick
Title: Chairman

Contractor

By: _____

Dated: _____

Name:
Title: Owner