

IOWA DEPARTMENT OF PUBLIC DEFENSE

ARMORY BOARD
IOWA ARMY NATIONAL GUARD

PROFESSIONAL SERVICES CONTRACT
FOR CONSULTANT SERVICES

CONTRACT NUMBER: XXXXXX

AGREEMENT

made as of the day of in the year of Two Thousand ().

BETWEEN the Owner: Iowa Department of Public Defense
Armory Board, Iowa Army National Guard
Camp Dodge
7105 NW 70th Avenue, Johnston, Iowa 50131-1824
Represented by the Contracting Officer Executing This Contract

and the Consultant: Firm Name
Firm Address

Term: July 1, 2021 – June 30, 2026
With one annual option to renew: July 1, 2016 – June 30, 2027

Amount: Hourly rates outlined in the rate schedule submitted in response to RFQ
582AEIDIQ21 and included as ATTACHMENT A to this Contract.
Consultant shall provide a proposal for specific projects solicited under this
Agreement, which will include all expenses, overhead, and profit. An
Amendment will be issued for each project awarded to Consultant, showing
total cost agreed upon and due date of services per project.

The maximum cumulative contract value of all Amendments issued shall not
exceed \$400,000.00 over the term of the contract, including any option
periods exercised.

There is no minimum guarantee for this Contract.

Payment to be made by: Iowa Department of Public Defense
State Fiscal Office
Building W-41, Camp Dodge
7105 NW 70th Avenue
Johnston, Iowa 50131-1824

The Owner and the Consultant agree as set forth below.

ARTICLE 1

DEFINITIONS

The identification of military references contained herein are provided as sources of information and not considered to be the only source. Additional research may be required to derive the required information. Furthermore, not all information may be applicable to ARNG facilities. The State Facilities and Construction Office will assist the Architect in identifying questionable features or topics.

DoD 4270.1-M: Department of Defense Construction Criteria Manual is applicable to the construction of all Army National Guard Facilities.

Codes: State codes and related documents as adopted by the State and certified by ARNG construction. Where State codes exceed or conflict with this guidance, the State code would govern where the facility is on State property. Mandatory on Federal property.

National Fire Code: The National Fire Code, as indicated on DoD 4270.1-M, is applicable to ARNG construction. Where State codes exceed or conflict with this guidance, the State code would govern where the facility is on State property. Mandatory on Federal property.

Army Regulations: Army Regulations (AR's) are applicable to Army National Guard Facilities on Federal property where invoked by the specific document or referenced by another regulatory document. (Facilities and Construction Office.)

National Guard Regulations: National Guard Regulations (NGR's) and appropriate references contained therein are applicable to all Army National Guard facilities. (Facilities and Construction Office.)

Technical Manuals: Technical Manuals (TM's) provide technical planning, design, and construction guidance which is mandatory for all ARNG facilities on Federal property and, except for those cases where there is a contradictory State requirement, on State property. (Facilities and Construction Office.)

Environmental Documents: Federal, State, and local environmental laws, regulations, and policies which include Executive Orders and Department of Defense Directives, where State and local environmental requirements are more stringent, these requirements would generally apply with supporting justification.

Other Documents: Field Manuals (FM's), Training Circulars (TC's), etc., provide general information. Their use is mandatory when invoked by a regulatory document. (Facilities and Construction Office.)

The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department of the Army and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary of the Army.

The term "Contracting Officer" means the person executing this Contract on behalf of the Armory Board and any other officers or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

The term "Government" means the United States and any department head thereof.

The term "Governor" means the governor of the state or his duly appointed representative (other than the Contracting Officer).

The term "Contract Documents" means Drawings, Specifications, Addenda, Advertisement, Instructions to Bidders, Bid Form, General and Supplementary Conditions, and any other requirements designated by the Contracting Officer.

This Contract (Number **XXXXXXXX**) includes this agreement form, and all documentation associated with Solicitation 582AEIDIQ21; including, but not limited to: Request for Qualifications and any associated attachments and addenda, and Firm's response to the Solicitation.

Additional terms as defined in Section 1.1 of the General Terms and Conditions for Service Contracts, Effective 5/1/2016 for the Department of Public Defense (see Article 5).

ARTICLE 2

SERVICES

The Consultant agrees to provide services as outlined in Section 1 of Solicitation 582AEIDIQ21. Services shall be requested by Owner as needed on a project basis, and a project specific Amendment shall be issued for each project awarded to Consultant. Services and Scope of Work shall be further defined in each subsequent Amendment.

Any Amendment issued under this Contract shall be for work on projects which do not derive from congressionally authorized and appropriated military construction (MILCON) projects.

ARTICLE 3

PERIOD OF SERVICE

The Consultant shall provide Services as negotiated per each Amendment for the hours of service rendered. Normal working hours are 8:00 a.m. to 4:30 p.m., Monday – Friday.

ARTICLE 4

INSURANCE

Insurance requirements are outlined in the Section 1.9 of the General Terms and Conditions; with coverage limit requirements provided in Section 3.2 of the Solicitation. Upon execution of this Contract, the Consultant shall provide to the Contracting Officer evidence of required insurance, including all necessary endorsements.

ARTICLE 5

TERMS AND CONDITIONS

The General Terms and Conditions of this Contract can be found here:
<https://dps.iowa.gov/sco/doc/terms%050116%20terms%20services.pdf>

Also attached as **Appendix A** to this Contract.

ARTICLE 6

MISCELLANEOUS

The parties agree to execute additional documents as necessary to effectuate this Contract.

The drawings, specifications, and related documents prepared under this Contract shall become the property of the Armory Board of the State Department of Public Defense (Military Division) upon completion of all documents and final payment due the Consultant. The Armory Board shall indemnify and hold the Consultant harmless from any liability resulting from unauthorized changes to these documents or the reuse of these documents for purposes other than the intended project. Any changes to these documents will not be made without prior permission of the Consultant.

The Consultant shall deliver to the State Contracting Officer after the completion of each project a reproducible set of master drawings, specifications, and electronic files that conform to the regulations that are required by the Iowa Army National Guard

Changes in the provisions of this Contract shall be made only in writing and signed by all parties hereto. This Contract memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or in writing.

ARTICLE 7

INCORPORATION OF DOCUMENTS

The following attachments are made a part of this agreement by reference. These attachments are on file with the Department of Public Defense.

Attachment 1: Solicitation 582AEIDIQ21

Attachment 2: Consultant's Response to Solicitation 582AEIDIQ21

Attachment 3: Consultant's Rate Sheet

STATE OF IOWA:

Department of Public Defense
Armory Board, Iowa Army National Guard

By **DRAFT - DO NOT SIGN**

(Signature)

(Name Typed)

(Title)

Iowa National Guard

(Address)

Camp Dodge, 7105 NW 70th Avenue

Johnston, Iowa 50131-1824

CONSULTANT:

By **DRAFT - DO NOT SIGN**

(Signature)

(Name Typed)

(Title)

(Address)

Phone No.:

FAX No.:

Federal ID No.: