

**IOWA DEPARTMENT OF PUBLIC DEFENSE
(MILITARY DIVISION)**

**ARMORY BOARD
IOWA ARMY NATIONAL GUARD**

**STANDARD CONTRACT FOR CONSTRUCTION DOCUMENTS
ARCHITECTURAL SERVICES**

CONTRACT NUMBER: **842SI036SY**

AGREEMENT

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

BETWEEN the Owner: Iowa Department of Public Defense (Military Division)
 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 Architect:

Services for:

Location:

Amount:

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 Architect agree as set forth below.

SECTION I

TITLE I SERVICES

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 "State" means the state, territory, District of Columbia, or the Commonwealth of Puerto Rico which is the party of this Contract.

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

The term "Owner" means the Armory Board, Iowa Army National Guard, Camp Dodge.

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.

ARTICLE 2

PROGRESS SCHEDULE

The Architect shall promptly, after the execution of this Contract, prepare and submit to the Contracting Officer, for his approval, a schedule showing the order in which the Architect proposes to carry on the work, with dates on which he will start the several salient features of the work and the contemplated dates for completing the same. Such schedule shall provide for completion of all work here under within the Contract time. The schedule shall be in the form of a progress chart at suitable scale so as to indicate with symbols the percentage completed at any time.

The Architect shall furnish sufficient technical, supervisory, and administrative personnel to ensure the prosecution of the work in accordance with the approved progress schedule.

ARTICLE 3

PERIOD OF SERVICE

The Architect shall complete all work and services under Title I of this Contract until acceptance of the Contract Documents and award of the Construction Contract.

This Contract cannot be assigned or transferred by the Architect to pay other parties unless written prior approval by the Contracting Officer/Department is given.

ARTICLE 4

SERVICES PROVIDED BY OWNER

The Owner shall furnish the necessary project scope as defined in the Project Book and DD Form 1390/91, if applicable, pertinent programming documents, existing floor plans, if applicable, existing site plans, if applicable, the maximum construction estimate, and other submittals as indicated in the Project Book.

The maximum construction estimate is the dollar amount expected for successful award of the project. Construction contingencies are not included in the maximum construction estimate and should not be considered by the Architect/Engineer.

ARTICLE 5

DESIGN SERVICES PROVIDED BY ARCHITECT

The Architect shall provide the following:

Title I/Type "A" Site Investigation Services: Field surveys and investigations required to obtain data essential for production of drawings and specifications for construction. These may include, but are not limited to: topographical surveys and investigations, surveys of utility locations and capacities, and similar fact-finding investigations and technical studies. This work will recognize input from the Environmental Branch of the Construction and Facilities Management Office.

Title I/Type "B" Design Services: Code and criteria review, testing and inspection requirements, production of construction drawings, construction specifications, and opinions of probable construction costs at the conceptual (35% completion), preliminary (65% completion), and bid final (95% completion) phases (all submitted to NGB in the required format as shown in NG Pam 415-5, furnished in Project Book), preparation of addenda to the bidding documents, and answering bidder's questions. Design services will satisfy requirements of the Iowa Army National Guard Project Book or other design program. A registered professional engineer will be retained for any required storm water management measures.

The Architect shall hold progress meetings with the Owner during the schematic design document review for resubmittal. Furnish typed minutes of each meeting to the Contracting Officer.

ARTICLE 6

CONTRACT DOCUMENTS

The Architect will prepare Final Designs, detailed working Drawings, and Specifications at each submittal level in accordance with government standards necessary for effective coordination and efficient execution of the construction work and revise such Drawings and Specifications if necessary. All such Drawings to be prepared using a CAD System by such methods, quality, and workmanship that will permit the making of satisfactory reproductions and revisions of such Drawings for record purposes.

The quality and accuracy of information contained in the Final Design documents should explicitly convey the full and complete scope of project work. All documents and related work should be coordinated to eliminate omissions, conflicts, or ambiguities which may delay the project, impose additional costs, or require contract modifications or changes.

Final Cost Estimate: The purpose of the Final Cost Estimate is to provide a final verification against authorized funding. The estimate format should be based on the Specification outline with a lump sum figure for each Section and Division. Section costs should be itemized where appropriate to include quantities, types, and unit costs.

Specifications: The Contract Specifications should consist of complete and detailed information required to clarify and define work associated with the Drawings. Each Division and associated Section should be identified by trade or specialty where applicable to the proposed project. Individual Sections should contain general information (scope, codes, references, standards, submittals, handling, notes, etc.), products (performance data, manufacturers if applicable, description of components and associated items, materials, finishes, gauges, thicknesses, notes, etc.), and execution (installation, protection, warranties/ guarantees if applicable, testing, etc.).

Equipment and materials should be designated by detailed descriptions and performance desired/required for the proposed project. Where reference to manufacturers' specific items, trade names, or model numbers are desired, they should be identified as the standard and accompanied by names of at least three manufacturers (with equally acceptable products) and the phrase "or equal". The proposed use of proprietary or sole-use items must be accompanied by justification to support its uniqueness and warrant approval. This procedure affords the opportunity for procurement of the most cost effective items through competitive bidding.

The inclusion of statements providing for additional materials should be eliminated from the Contract Documents.

Submittal requirements are outlined in the scope of work/Request for Proposal issued for this project.

The Architect will work with the Construction and Facilities Management Office representative to get all front end specification documents completed accurately, and to then post all plans and specifications to Beeline and Blue for reproduction and distribution to interested parties.

The Architect will obtain necessary approval from all local, State, and Federal authorities:

- State Fire Marshal.
- State Building Code.
- OSHA Review.
- Camp Dodge Safety Officer.
- City Engineer Office.
- Environmental Review - Storm Water Run Off Plan.
- DNR Public Water Supply Extension (Permit).
- DNR Sanitary Sewer (Permit).

Assist the Contracting Officer in preparing invitations for bid or proposals analyzing and evaluating bids or proposals for a Construction Contract or Contracts based upon the approved Drawings and Specifications.

ARTICLE 7

DESIGN CONTROL AND PAYMENTS

The Architect agrees the requested fixed fee for Title I Services, as set forth in this agreement, is based on the government estimated construction cost available for this project. It is agreed that in the event no acceptable bona fide bid is received within the maximum figure, the Architect shall, at the direction of the Contracting Officer, and at no further cost to the National Guard Bureau or the Armory Board, revise such Plans so as to come within such maximum figures, such Plans to be satisfactory to the Armory Board and the National Guard Bureau. It is further understood that if during the development of the Plans for the project it becomes evident that the cost will exceed the above stated available funds, the Architect shall notify the Contracting Officer and all work shall cease and be held in abeyance until funding differences, scopes, and/or criteria are resolved and such changes as may be required are executed.

In consideration of the performance of his undertaking under this Title I, the Architect shall be paid a sum of which shall constitute complete payment for all services required to be performed under this Title I including expenditures which may be made and expenses incurred except as are otherwise expressly provided herein. All fees described above are included in the firm fixed price agreed upon by this contract.

At any time prior to six months after satisfactory completion and acceptance of the work and services to be furnished under Title I, the Contracting Officer, at his option, may direct, by written separate written contract, the Architect to perform the work and services provided under Title II. Upon receipt of such direction, the Architect shall proceed with such work and services.

ARTICLE 8

REQUIRED INSURANCE

The Architect shall at his own expense provide and maintain during the entire performance of this Contract at least the kinds and amounts of insurance required below:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$2 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

State's contracting agent's acceptance of such certificates of insurance shall not act to relieve the Architect of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to do business in the State of Iowa. It shall be the Architect's responsibility to keep the respective insurance policies and coverages current and in force for the life of the Contract.

The above kinds and amounts of insurance shall also be maintained by each of the Architect's outside consultants, associates, and subcontractors if any of their work will be performed on a government installation.

The Architect shall provide to the Contracting Officer evidence of required insurance, including all necessary endorsements.

ARTICLE 9

TERMS AND CONDITIONS

The terms and conditions for this contract can be found at the link below.
<https://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf>

ARTICLE 10

INCORPORATION O 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: Competitive Solicitation **RFP842SI036SY**
- Attachment 2: Contractors Response to Solicitation **RFP842SI036SY**
- Attachment 3: Contractors Cost Proposal

STATE OF IOWA:

Department of Public Defense (Military Division)
Armory Board, Iowa Army National Guard

By _____

Major General Timothy E. Orr

(Name Typed)

Chairman of the Armory Board

(Title)

Iowa National Guard

(Address)

Camp Dodge, 7105 NW 70th Avenue

Johnston, Iowa 50131-1824

ARCHITECT:

By _____
(Architect)

(Name Typed)

(Title)

(Address)

Phone No.:

FAX No.:

Federal ID No.:

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of _____ day of
the _____, 2011.

(Witness)

(Witness)

FEE SCHEDULE BREAKDOWN

Civil Engineer Fee	\$	_____
Structural Engineer Fee	\$	_____
Mechanical Engineer Fee	\$	_____
Electrical Engineer Fee	\$	_____
Architect Fee	\$	_____
Overhead	\$	_____
Profit	\$	_____
TOTAL CONTRACT DOCUMENT COST	\$	_____