

**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER *Contract Number***

Between

**IOWA DEPARTMENT OF NATURAL RESOURCES
And
*CONTRACTOR NAME***

(Include only if this Contract is required to be approved by a Commission because the Contract amount is over \$25,000.00)

This Contract was approved by the *Environmental Protection Commission/Natural Resource Commission* on *Commission Approval Date*.

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Department Signatory, Title (Please consult Signature Policy to determine which name and title should appear here.)

CONTRACTOR

By: _____ Date: _____
*Contractor Name
Contractor Signatory, Title*

<i>For DNR use only:</i>
Instructions: Retain the original contract in the project file and send a hardcopy with the first invoice.
<input type="checkbox"/> This contract has been recorded in the DNR's central office database. _____ initials
If the box above is not checked, follow the instructions below: 1. Identify the appropriate division: <input type="checkbox"/> Conservation & Recreation <input type="checkbox"/> Environmental Services <input type="checkbox"/> Management Services <input type="checkbox"/> Director's Office Immediately upon obtaining all signatures, scan, fax to 515-281-8895, or mail a signed copy of the contract for entry into DNR's central office database. Mailing address: Wallace State Office Building, Attention: (your respective division coordinator), 502 East 9 th Street, Des Moines, Iowa 50319.

PROFESSIONAL SERVICES SPECIAL CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and [Contractor Name](#) (Contractor). The parties agree as follows:

Section 1 **IDENTITY OF THE PARTIES**

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

[Contractor](#), a [Contractor Legal Entity Type](#) is organized under the laws of the State of [State of Organization](#) and is registered with the Iowa Secretary of State. The Contractor's address is: [Contractor Address](#).

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager:

[DNR Project Manager Name](#)
[DNR Project Manager Title](#)
[DNR Project Manager Bureau or Division](#)
[DNR Project Manager Address](#)
Phone: [DNR Project Manager Phone](#)
Fax: [DNR Project Manager Fax](#)
Email: [DNR Project Manager Email](#)

Contractor Project Manager:

[Contractor Project Manager Name](#)
[Contractor Project Manager Title](#)
[Contractor Project Manager Address](#)
Phone: [Contractor Project Manager Phone](#)
Fax: [Contractor Project Manager Fax](#)
Email: [Contractor Project Manager Email](#)

Section 2 **STATEMENT OF PURPOSE**

2.1 Background. (This section should contain an explanation of the background of the project and how the project fits into DNR's mission. It does not have to be long.)

2.2 Purpose. (This section should contain an explanation of why DNR is entering into this Contract. It should be a brief summary of what the Statement of Work will accomplish.)

Section 3 **DURATION OF CONTRACT**

3.1 Term of Contract. The term of this Contract shall be [Contract Start Date](#) through [Contract Expiration Date](#), unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00, then performance shall not commence unless by [Contract Start Date](#) this Contract has been approved by the [Environmental Protection Commission/Natural Resource Commission](#).

3.3 Extension. DNR shall have the sole option to extend this Contract for subsequent periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed amendment prior to the expiration of this Contract.

Section 4 DEFINITIONS

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include everything produced by the Contractor that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Contract.

Section 5 STATEMENT OF WORK

5.1 Statement of Work. Contractor shall perform the following tasks. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Kick Off Meeting Description: Contractor shall schedule and attend of Kick Off meeting with DNR, At the Kick Off Meeting, Contractor shall present to DNR any changes to the proposed schedule contained in the Contractor’s Proposal dated (date).</p>	No later than five days following the date this Contract is signed by both parties
<p>Task 2: Refined Statement of Work and Schedule Description: Contractor shall submit to DNR a Refined Proposed Statement of Work, taking into account any changes in the Contractor’s proposed schedule agreed upon with DNR during the Kick Off meeting, and any other changes or further details proposed by Contractor from Contractor’s Proposal dated (date). The parties shall proceed according to the provisions contained in Sections 5.1.2 through 5.1.5 below, before Contractor proceeds to Task 3.</p>	No later than two weeks from the date of the Kick Off Meeting
<p>Task 2: Task Name... Description: Description...</p>	No later than Task Due Date

5.1.2. Review of Proposed Statement of Work. Following submission of the Refined Proposed Statement of Work required by Task 2, DNR shall review the Refined Proposed Statement of Work and the parties shall communicate in an attempt to reach agreement regarding the contents of the Refined Proposed Statement of Work.

5.1.3. Failure to Reach Agreement Regarding Statement of Work. In the event DNR determines that the parties cannot reach agreement regarding the contents of the Refined Proposed Statement of Work, then DNR shall have the continuing right, in its sole discretion, to terminate this Contract without providing Contractor with any further or additional notice or opportunity to cure, notwithstanding the termination provisions of this Contract.

5.1.4. Incorporation of Proposed Statement of Work. Following acceptance by DNR of the Refined Proposed Statement of Work, the Refined Proposed Statement of Work shall be incorporated into this Contract by reference as if set out herein. A copy of the Refined Proposed Statement of Work shall be attached to this Contract.

5.1.5. Implementation of Proposed Statement of Work. Upon acceptance by DNR of the Refined Proposed Statement of Work, the development and implementation of the Refined Proposed Statement of Work shall proceed promptly and in accordance with the terms of this Contract.

5.2 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

5.3 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.4 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.5 Amendments to Statement of Work – Change Order Procedure. Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

- 5.5.1 Written Request.** DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.
- 5.5.2 The Contractor's Response.** The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five business days of receiving the Change Order request.
- 5.5.3 Acceptance of the Contractor Estimate.** If DNR accepts the estimate presented by the Contractor within five business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.
- 5.5.4 Adjustment to Compensation.** The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resource or Environmental Protection Commission.

5.6 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference: (1) the Contractor's Proposal of [Contractor Proposal Submittal Date](#) submitted in response to the RFP, attached as Exhibit A; (2) the Request for Proposal issued on [RFP Issue Date](#) and written responses to bidders' questions (collectively referred to as the RFP), attached as Exhibit B; and the Refined Proposed Statement of Work.

5.7 Preference. In the case of any inconsistency or conflict between the provisions of this document (including all related schedules and Statements of Work), the RFP or the Contractor's Proposal, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this document (including any Statements of Work); second, by giving preference to the provisions of the Proposal; and third, by giving preference to the provisions of the RFP.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet [weekly/quarterly/another interval](#) to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times: [Meeting Day \(Example: every second Monday\)](#) at [Meeting Time \(Example: 3:00 to 4:00 pm\)](#). Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, the Contractor Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or Deliverables produced during the previous period,
- o An updated schedule of upcoming Deliverables,
- o Any problems or concerns encountered since the last meeting, and
- o An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's Proposal of [Contractor Proposal Submittal Date](#), attached hereto as Exhibit A.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, without cost, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is [Statutory Authority](#).

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed [\\$Contract Amount](#). Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.3 Retained Amount. DNR shall retain ten percent of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The retained amount shall be payable only upon DNR's issuance of a written Final Notice of Acceptance.

7.4 Final Notice Acceptance. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all Deliverables required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

7.5 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task
Task 1: Task Name	Not to exceed \$ Amount

Task 2: Task Name	Not to exceed \$ Amount
Task 3: Task Name (Add rows for additional Tasks as needed)	Not to exceed \$ Amount
Total	Not to exceed \$Total Contract Amount

7.6 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

Task Milestone Date	Amount Due	Invoice Due No Later Than
Task 1: Task Name	Not to exceed \$ Amount	Date due (generally 30 days following Task Milestone Date)
Task 2: Task Name	Not to exceed \$ Amount	Date due
Task 3: Task Name (Add rows for additional Tasks as needed)	Not to exceed \$ Amount	Date due
Total	Not to exceed \$ Amount	

Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. Original invoices shall be submitted to:

Iowa Department of Natural Resources
 Attention: DNR Project Manager
 DNR Project Manager Address

7.7 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Contractor Name
 Attention: Contractor Project Manager Name
 Contractor Address

7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.9 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any Deliverable required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.

7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any

sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.13 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.