

**Environmental Protection Commission  
Iowa Department of Natural Resources**

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ITEM

16

DECISION

TOPIC

**Contract – Center for Agriculture and Rural Development – Iowa State University for Iowa Rivers and River Corridors Recreation Survey**

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**Recommendations:**

Commission approval is requested for a two year-service contract with Center for Agriculture and Rural Development, ISU (Joe Herriges) of Ames, IA. The contract will begin on June 17, 2009 and terminate on December 31, 2010. The total amount of this contract shall not exceed \$120,000. DNR shall have the option to renew this contract as long as this contract and any extensions do not exceed a six-year period.

**Funding Source:**

This contract will be funded through authority provided in 455B.103, and USEPA Sect. 319 CWA NPS Grant C9007404-11; 456A.11 Water Trails & Lowhead Dam Public Hazard Statewide Plan; 455A.10 & 456A.17 State Fish & Game Protection Fund; and cooperation with Iowa Department of Economic Development Tourism.

**Background:**

The Center for Agriculture and Rural Development is an Iowa State University center devoted to economic issues of rural Iowa. Since 2000, it has conducted economic studies with DNR and the USEPA on the economic value of Iowa lakes. This helped Iowa begin DNR's Lake Restoration Program. Their research results and our collaboration with CARD researchers also allowed CARD to document the benefits of natural resource to Iowa development in relation to sustainable funding. The current contract will begin to develop economic data to document the economic benefits of our Iowa rivers.

**Purpose:**

The parties propose to enter into this Contract for the purpose of retaining the Contractor to provide data on the recreational use of Iowa's rivers. The contractor will conduct a population weighted survey to identify and quantify the recreational uses of Iowa's rivers and the associated immediate river corridors so that economic benefits of these uses may be calculated. The DNR intends to utilize the information gathered and analyzed in through this contract to prioritize rivers and river reaches for restoration, protection, and river trail development. In addition, the information will be used to help local communities understand the benefits and potential benefits they may receive from encouraging local river restoration, protection and development activities.

**Contractor Selection Process:**

The Center for Agriculture and Rural Development, ISU (Joe Herriges) was chosen using the special authority to contract with our state universities (455B.103). The Center for Agriculture and Rural Development was chosen for this project because of their expertise in this type of study, their expertise in the economics of natural resources, DNR's desire for CARD to gain further expertise in the economics of natural resources, and DNR's need to gain this valuable information while enhancing our continuing collaboration.

Bernard Hoyer  
Special Assistant  
Director's Office  
June 16, 2009

## **SPECIAL CONDITIONS**

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and Iowa State University (ISU). 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: Department of Natural Resources, Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, Iowa 50319-0034.

Iowa State University (ISU), a regents university, is organized under the laws of the State of Iowa and is authorized to do business in the State of Iowa. ISU's address is: Ames, Iowa, 50011.

**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 Technical Contact:**            Bernard Hoyer, Special Assistant to Director  
Iowa Department of Natural Resources  
502 E. 9<sup>th</sup> Street  
Des Moines, IA 50319-0034  
Phone: 515-281-7247  
Email: [bernie.hoyer@dnr.iowa.gov](mailto:bernie.hoyer@dnr.iowa.gov)

**DNR Administrative Contact:**    Budget and Finance Bureau  
Iowa Department of Natural Resources  
Wallace State Office Building  
502 East Ninth Street  
Des Moines, Iowa 50319-0034

**ISU Principal Investigator:**      Dr. Joseph Herriges, Professor  
369 Heady Hall  
Ames, Iowa 50011  
Phone: 515-294-4964  
Email: [jaherrig@iastate.edu](mailto:jaherrig@iastate.edu)

**ISU Administrative Contact:**      Joanne Altieri, or designee  
ISU, Office of Sponsored Programs Administration  
1138 Pearson Hall  
Ames, Iowa 50011-2207  
Phone: 515-294-5225  
Email: [grants@iastate.edu](mailto:grants@iastate.edu)

### **1.3      Designation of Officials**

**1.3.1    DNR.** The Director of DNR is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract. The DNR Project Officer is designated to negotiate on behalf of DNR and, subject to the approval of the Director, make any changes to the Contract.

**1.3.2    ISU.** ISU's Director of Office of Sponsored Programs Administration (or designee) is authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

### **Section 2      *STATEMENT OF PURPOSE***

**2.1      Purpose.** The parties have entered into this Contract to identify and quantify the recreational uses of Iowa's rivers and the associated immediate river corridors so that economic benefits of these uses may be calculated.

**2.2 DNR Utilization.** The DNR intends to utilize the information gathered and analyzed in this Contract to prioritize rivers and river reaches for restoration, protection, and river trail development. In addition, the information will be used to help local communities understand the benefits and potential benefits they may receive from encouraging local river restoration, protection and development activities.

**Section 3 DURATION OF CONTRACT**

**3.1 Term of Contract.** The term of this Contract shall be June 17, 2009 through December 31, 2010, unless terminated earlier in accordance with the Termination section of this Contract. However, the term of 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 (twenty five thousand dollars), then performance shall not commence unless by June 17, 2009 this Contract has been approved by the Natural Resource Commission and the Environmental Protection Commission.

**3.3 Renewal.** DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract prior to the expiration of this Contract.

**Section 4 DEFINITIONS**

“Deliverables” shall mean services to be delivered to the DNR by ISU, or on behalf of ISU pursuant to this Contract. Deliverables shall include the tasks set out in this Contract and everything delivered to the DNR by ISU that is related to the tasks, such as reports, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible works, materials and property of every kind and nature. ISU retains the right to use deliverable developed for DNR for its own non-commercial purposes. In addition, any methodology, techniques, or concepts developed solely by ISU personnel that may be used in other applications apart from the deliverables for DNR shall remain the property of ISU.

**Section 5 STATEMENT OF WORK**

**5.1 Statement of Work.** ISU shall be responsible to perform the following tasks as described by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p><b>Task 1: Design Survey Tool</b>  <b>Description:</b> The contractor shall employ a graduate assistant to develop a survey tool in cooperation with the funding DNR and DED programs, that will</p> <ul style="list-style-type: none"> <li>• Identify recreational uses on and within the riparian corridor along the major streams in Iowa</li> <li>• Divide the three border streams into 9 segments; divide the 47 interior streams into 64 segments</li> <li>• Quantify actual and planned activities during the 2009 calendar year by stream segment</li> <li>• Identify factors influencing lowans’ stream use choices</li> <li>• Identify demographic data about survey participants</li> <li>• Test survey tool with focus group</li> <li>• Test survey tool with target population of 50-100 lowans</li> <li>• Report Test Results and meet with agency personnel</li> <li>• Develop final survey instrument in cooperation</li> </ul>	<p>No later than September 15, 2009</p>

with IDNR and IDED staff	
<p><b>Task 2: Conduct Survey</b>  <b>Description:</b> Implement Iowa Rivers and River Corridors Recreation Survey, employing a graduate assistant, with the following parameters:</p> <ul style="list-style-type: none"> <li>• Minimum of 6000 surveys mailed to citizens</li> <li>• Follow standard procedures as outlined in Dillman (1978)</li> <li>• Conduct follow-up postal contacts to non-respondents if needed to acquire desired sample size of 3000 completed questionnaires</li> </ul> <p>(Note: A separate companion contract with EPA will enable a total of 8000 surveys mailed with a goal of 4000 total completed questionnaires returned for analysis.)</p>	No later than December 31, 2009
<p><b>Task 3: Preliminary Data Report</b>  <b>Description:</b> Employ graduate assistant to compile data of completed questionnaires which summarizes raw data compiled including uses by stream segments and demographics.</p>	No later than February 28, 2010
<p><b>Task 4: Compiled Data Report</b>  <b>Description:</b> Edited data compiled and summarized with the support of a graduate assistant into tables; includes important cross tabulation results.</p>	No later than May 31, 2010
<p><b>Task 5: Final Report</b>  <b>Description:</b> Written document with the support of a graduate assistant that summarizes and interprets the results of the survey including appropriate text, tables, and graphics to make the results useful. The report summarizes the most important results, identifies useful further information gathering steps to improve the usefulness of the study, and identifies limitations of the research. Also, the report includes appendices with compiled data.</p>	No later than December 31, 2010

**5.2 Final Notice of Acceptance.** If DNR concludes, within its reasonable discretion, that all the Tasks described by the Statement of Work have been timely completed consistent with the timeframes identified therein and all deliverables and services described by this Contract have been 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 within 45 days.

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

**5.4 Industry Standards.** Research and services performed 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 university research field for similar tasks and projects.

**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 Scope of Services.
- 5.5.2 ISU's Response.** ISU shall submit to DNR a time estimate and a fixed-cost supplemental budget (if additional funds are required) for the requested Change Order within ten (10) business days of receiving the Change Order Request, if ISU decides, in its sole discretion, to provide the services in the requested Change Order.
- 5.5.3 Acceptance of ISU Estimate.** If DNR accepts the time estimate and supplemental fixed-cost budget presented by ISU within five (5) business days of receiving ISU's response, ISU shall perform the modified services subject to time estimate and fixed-cost budget included in ISU response. ISU's performance and the modified services shall be governed by the terms and conditions of this Contract, with a begin date agreed to by the parties.
- 5.5.4 Adjustment to Compensation.** The parties acknowledge that a Change Order for this Contract may or may not entitle ISU to an equitable adjustment in ISU's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resources or Environmental Protection Commission.

## **Section 6      MONITORING AND REVIEW**

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**6.1 Task Milestone Dates.** ISU shall use its best efforts to complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

ISU shall notify DNR within five working days upon discovery of any delay in any of the above-designated portions of its obligations. ISU and DNR shall discuss updated Task Milestone Dates. If the parties are unable to mutually agree to updated Task Milestone Dates within five days of DNR's receipt of notice of a delay, DNR may terminate this Contract for cause.

**6.2 Review Meetings.** Commencing with beginning performance of this Contract, the Project Managers shall meet semi-monthly or upon request of the parties to discuss progress made by ISU during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at times to be determined by the parties. Meetings may be postponed only on a case-by-case basis by mutual agreement of the parties.

**6.3 Problems.** In the event that either DNR or ISU identify 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. ISU shall allow the State of Iowa or DNR, within normal business hours and upon prior written notification to ISU, to inspect its facilities and books and records relating to invoicing, costs incurred and percentage of effort expended for the purpose of monitoring and evaluating performance of this Contract.

## **Section 7      COMPENSATION**

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**7.1 Source of Funding.** The source of funding for this Contract is US EPA Section 319 WA NPS Grant C9007404-11 (\$35,000); 464A.11 Water Trails & Lowhead Dam Public Hazard Statewide Plan (\$35,000); 455A10 & 456A.17 State Fish & Game Protection Fund (\$25,000); and Iowa Department of Economic Development (\$25,000).

**7.2 Total amount of contract.** Payment for the work performed by ISU according to the terms of this Contract shall not exceed \$120,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that ISU has complied with the terms of this Contract.

**7.3 Retained Amount.** DNR shall retain ten percent (10%) of the total amount due to ISU for compensation associated with this Contract to secure ISU's performance under this Contract. The Retained Amount shall be payable upon DNR's issuance of a written Final Notice of Acceptance.

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

<b>Task</b>	<b>Amount of compensation allotted to Task</b>
<b>Task 1: Design Survey Tool</b>	\$ 13,469
<b>Task 2: Conduct Survey</b>	\$ 67,345
<b>Task 3: Preliminary Data Report</b>	\$ 13,469
<b>Task 4: Compiled Data Report</b>	\$ 9,554
<b>Task 5: Final Report</b>	\$ 16,163
<b>Total</b>	<b>\$120,000</b>

**7.5 Payment Schedule.** This Contract is being entered into on a fixed-cost basis, with the following payments due to ISU based on the budget identified in Section 7.4:

<b>Task Milestone Date</b>	<b>Amount Due</b>	<b>Invoice due from ISU:</b>
<b>Task 1: Design Survey Tool</b>	\$ 13,469	September 15, 2009 or within 30 days of completion
<b>Task 2: Conduct Survey</b>	\$ 67,345	December 31, 2009 or within 30 days of completion
<b>Task 3: Preliminary Data Report</b>	\$ 13,469	Feb 28, 2010 or within 30 days of completion
<b>Task 4: Compiled Data Report</b>	\$ 9,554	May 31, 2010 or within 30 days of completion
<b>Task 5: Final Report</b>	\$ 16,163	December 31, 2010 or within 30 days of completion
<b>Total</b>	<b>Not to exceed \$120,000</b>	

The schedule accounts for retained amounts, which shall be withheld and due according to section 7.3 of this Contract.

**7.6 Submission of Invoices.** Invoices shall be submitted in triplicate to DNR, according to the schedule identified in 7.5, to the following:

Iowa Department of Natural Resources  
Attention: Bernard Hoyer, Special Assistant to Director  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319-0034

**7.7 Payment of Invoices.** DNR shall pay ISU within sixty (60) days of receipt of the invoice and subject to approval of satisfactory progress on the Scope of Work by the DNR Technical Contact. Unless otherwise agreed to in writing by the parties, ISU shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of ISU under this Contract.

**7.8 Final Payment.** 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 either party's claims against the other party under this Contract or applicable performance and payment bonds.