

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

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ITEM

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DECISION

TOPIC

**Contract – Iowa State University Extension Service – Manure Applicator Certification Training**

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**Recommendations:**

Commission approval is requested for a one year-service contract with Iowa State University Extension Service of Ames, Iowa. The contract will begin on July 1, 2009 and terminate on June 30, 2010. The total amount of this contract shall not exceed \$186,060. DNR shall have the option to renew this contract long as this contract and any extensions do not exceed a six-year period.

**Funding Source:**

This contract will be funded through fees collected from the Manure Applicator Certification Program.

**Background:**

Iowa Code §§459.314A and 459.315 require persons who apply, handle, transport and store manure to be properly certified as a Commercial Manure Service, Commercial Manure Service Representative or a Confinement Site Manure Applicator.

**Purpose:**

The parties propose to enter into this Contract for the purpose of retaining the Contractor to develop manure certification training and testing materials for commercial manure applicators and confinement site manure applicators. Topics covered in the training materials will include: certification and manure management requirements of Iowa law and DNR rules; proper procedures for the storage, handling and land application of manure; the potential impacts of manure on surface and groundwater; the development of safety and emergency action plans; and sources of additional technical and educational assistance.

**Contractor Selection Process:**

Iowa State University was chosen using the University Selection process. Iowa State University was chosen for this project because they have been selected due to Iowa law and they have the resources to assist in training the applicators..

Gene Tinker  
Animal Feeding Operations Coordinator  
Environmental Services Division

May 19, 2009

Attachment(s): Special Conditions for Contract

**IOWA DEPARTMENT OF NATURAL RESOURCES**  
CONTRACT NUMBER [ESD7122JPrier090047](#)

**Between**

**IOWA DEPARTMENT OF NATURAL RESOURCES**  
**And**  
**IOWA STATE UNIVERSITY**

Manure Applicator Certification Training

This Contract was approved by the Environmental Protection Commission on [Approval Date](#).

Iowa State University agrees to deliver all supplies and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the Special Conditions and General Conditions. To the extent of any inconsistency between the Special Conditions or the General Conditions and any specifications or other conditions which are made a part of this Agreement, by reference or otherwise, the Special Conditions and General Conditions shall control. To the extent of any inconsistency between the Special Conditions and the General Conditions, the Special Conditions shall control.

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

**DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_  
[Patricia L. Boddy, Deputy Director](#)

Date: \_\_\_\_\_

**IOWA STATE UNIVERSITY**

By: \_\_\_\_\_  
[Anne Kinzel, Senior Award Administrator](#)

Date: \_\_\_\_\_

Fed Tax I.D. Number: [42-6004224](#)

## 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

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

Iowa State University (ISU or ISUE for ISU Extension), 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:** Jeff Prier, Environmental Specialist Senior  
1900 Grand Ave, Suite E-17  
Spencer, IA 51301  
Phone: 712-262-4177  
Email: jeff.prier@dnr.iowa.gov

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

**ISU Principal Investigator:** Dr. Gerald Miller  
132 Curtiss Hall  
Ames, Iowa 50011  
Phone: 515-294-4333  
Email: soil@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

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**2.1 Purpose.** The parties have entered into this [Contract to conduct activities in developing manure certification training and testing materials for commercial manure service representatives and confinement site manure applicators](#). These materials will be utilized, as appropriate, by ISU

Extension (ISUE) and the Iowa Department of Natural Resources (DNR) to implement the manure applicator certification requirements contained in Iowa Code §§459.314A and 459.315.

**2.2 DNR Utilization.** The DNR intends to utilize the information gathered and analyzed in this Contract to assist in training and testing of commercial manure applicators and confinement site applicators, as required by Iowa Code §§459.314A and 459.315.

**Section 3 DURATION OF CONTRACT**

**3.1 Term of Contract.** The term of this Contract shall be July 1, 2009 through June 30, 2010, unless terminated earlier in accordance with the Termination section of this Contract.

**3.2 Renewal.** The parties shall have the option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract amendment 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 deliverables 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: Update Training Materials</b>  <b>Description:</b> Update current manure applicator certification training materials and fact sheets for applicators and ensure that the public may download copies at the following internet address: <a href="http://www.agronext.iastate.edu/immag">http://www.agronext.iastate.edu/immag</a>                      Training materials shall address the handling, application and storage of manure; the potential effects of manure on surface water and groundwater; and procedures to remediate the potential effects on surface water and groundwater. In addition, the training materials shall provide information to applicators on the nutrient values of manure and on how to use manure to maximize crop production benefits and prevent contamination of surface and groundwater. Topics covered in the training materials also shall include:                      1) The requirements of Iowa law, including statutes, DNR rules and any relevant federal law; 2) timing of land application based on manure storage levels, crop needs, weather, and soil conditions; 3) best management practices for manure application recommended by DNR and ISUE; 4) development of</p>	<p>No later than December 31, 2009</p>

<p>Safety and Emergency Action plans; 5) availability of technical and educational assistance.</p>	
<p><b>Task 2: Certification Courses-Commercial</b>  <b>Description:</b> Develop manure certification courses for commercial manure service representatives. This task shall include satellite downlink programs, archived video webcasts and distribution of recruitment brochures and fact sheets (if needed). Delivery of these courses shall occur as often as needed throughout the contract term. Delivery shall occur by satellite downlink and webcast presentations. Archived webcasts of the courses shall be available for viewing during regular business hours, with an appointment, at county Extension offices.</p>	<p>No later than December 31, 2009</p>
<p><b>Task 3: Certification Courses-Confinement</b>  <b>Description:</b> Develop manure initial certification and continuing instruction courses (CIC) for confinement site manure applicators. 1) The courses shall be designed to be delivered, and shall be delivered by ISUE Field Specialists and campus specialists or other qualified personnel; 2) ISUE shall develop the following for use in the courses or in connection with the courses, (a) fact sheets (if needed), (b) program evaluation materials, (c) videotapes for distribution following the courses/county certification meetings, and (d) recruitment materials for the courses; 3) ISUE shall schedule county certification meetings/courses in most counties throughout the state, where the courses shall be delivered by ISUE Field Specialists, Campus Specialists, and ISUE field office support personnel or other qualified personnel, 4) ISUE shall prepare and distribute thirty (30) sets of course teaching materials, including CDs with Powerpoint training materials, to the ISUE teaching teams. Delivery of these courses shall occur as often as needed throughout the contract term. Delivery shall occur by video and live presentation. Archived webcasts or videos of the courses shall be available for viewing during regular business hours, with an appointment, at county Extension offices.</p>	<p>No later than December 31, 2009</p>
<p><b>Task 4: Website Maintenance</b>  <b>Description:</b> Update a website for the general public and ISUE staff only. Both websites shall be maintained &amp; updated as needed throughout the contract.</p>	<p>No later than December 31, 2009, Additional updates through June 30, 2010.</p>
<p><b>Task 5: Update Certification Exams</b>  <b>Description:</b> Update manure applicator certification exams as requested by DNR and test them on selected groups.</p>	<p>No later than December 31, 2009. Additional updates through June 30, 2010.</p>

<p><b>Task 6: Advisory Committee Meeting</b>  <b>Description:</b> Meet at least once with ISUE, DNR, and Iowa Commercial Nutrient Applicator Association as advisory groups in manure applicator certification decisions, &amp; submit written quarterly reports to DNR stating the outcome of these partnerships..</p>	<p>No later than June 30, 2010</p>
<p><b>Task 7: Continuing external information</b>  <b>Description:</b> Use the mass media &amp; personal contact to keep the public, support groups, and external partners informed about the program. Submit quarterly reports to DNR summarizing the number of contacts made, new partnerships formed and the outcome of those partnerships. Publish evaluation and other data relating to numbers and behavior change resulting from the certification program and submit this information in writing to DNR in quarterly reports.</p>	<p>No later than October 31, 2009, January 31, 2010, April 30, 2010, and July 31, 2010, on a quarterly basis.</p>
<p><b>Task 8: Advisory Committee Recruitment</b>  <b>Description:</b> Identify commercial manure service representatives to serve on an advisory committee for development of commercial manure applicator training materials.</p>	<p>No later than March 31, 2010</p>
<p><b>Task 9: In-service Training-Field Specialist</b>  <b>Description:</b> Provide in-service training to ISUE Field Specialists to implement training materials for the Manure Applicator Certification Program.</p>	<p>No later than December 31, 2009</p>
<p><b>Task 10: In-service Training-Support personnel</b>  <b>Description:</b> Provide in-service training to ISUE field staff support personnel and County Directors responsible for county program delivery to implement administrative paperwork for the Manure Applicator Certification Program.</p>	<p>No later than December 31, 2009</p>
<p><b>Task 11: Final Report</b>  <b>Description:</b> ISUE shall submit to DNR a final project report covering all activities conducted during the period July 1, 2009 through June 30, 2010. The report shall include copies of all materials developed, a description of the overall project, discussion of all activities conducted and results achieved and recommendations on utilization of the project findings, and an identification of additional public information needs identified as a result of this project. As part of the final report, the Contractor shall provide DNR with a written comprehensive summary of the total actual project costs. DNR also shall provide identification of the individual funding sources used to support the project and the amount of funding provided by each source.</p>	<p>No later than July 31, 2010</p>

**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, *biannually*, 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**

**7.1 Source of Funding.** The source of funding for this Contract is Iowa Code §§459.314-315A.

**7.2 Total amount of contract.** Payment for the work performed by ISU according to the terms of this Contract shall not exceed \$186,060.00. 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. Because of direct benefit to Iowa Producers, no indirect costs will be charged to 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:</b> Designated portions of Tasks 1 and 7, Tasks 9 and 10 and quarterly report	\$46,515.00
<b>Task 2:</b> Designated portions of Tasks 2, 3, 5, and 7, and quarterly report	\$46,515.00
<b>Task 3:</b> Designated portions of Tasks 4 and 7 and Task 8 and quarterly report	\$46,515.00
<b>Task 4:</b> Designated portions of Task 7, Tasks 6 & 11, and final report	\$46,515.00
<b>Total</b>	<b>\$186,060.00</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:</b> Designated portions of Task 1 and 7, Tasks 9 and 10 and quarterly report	\$46,515.00	October 31, 2009
<b>Task 2:</b> Designated portions of Task 2, 3, 5, and 7, and quarterly report	\$46,515.00	January 31, 2010
<b>Task 3:</b> Designated portions of Tasks 4 and 7 and Task 8 and quarterly report	\$46,515.00	April 30, 2010
<b>Task 4:</b> Designated portions of Task 7, Tasks 6 & 11, and final report	\$46,515.00	July 31, 2010
<b>Total</b>	<b>Not to exceed \$186,060.00</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: [Shirley Christofferson](#)  
[Wallace State Office Building](#)  
[502 East 9<sup>th</sup> Street](#)  
[Des Moines, IA 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.