

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

(Use the following information to create the Contract Number. If this Contract was preceded by a Request for Proposals, Informal Request for Proposals, or Request for Quotes, please use the same number previously generated for that process.)

<i>Contract Numbers must be generated using the following formula:</i>	17	DIR	XB*	CIAM	-0001
	<i>Fiscal Year (begin date)</i>	<i>Division (ESD, CRD, DIR)</i>	<i>Bureau</i>	<i>1st initial and 1st-4th of last name</i>	<i>-Contract manager's number series</i>

*A list of the Bureau Abbreviations may be found in the table below

CRD	ESD & DIR
EB – Engineering Bureau	AQB – Air Quality Bureau
FB – Fisheries Bureau	FSB – Field Service & Compliance
FRB – Forestry Bureau	LQB – Land Quality Bureau
LEB – Law Enforcement Bureau	WQB – Water Quality Bureau
LWB – Lands and Water Bureau	
PB – Parks Bureau	BFB – Budget & Finance Bureau
WB – Wildlife Bureau	LSB – Legal Services Bureau

Between

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

(Include Commission approval date information only if (1) this Contract is required to be approved by a Commission because the Contract amount is over \$25,000 or (2) Commission approval is otherwise required by law.)

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 Signatory, Title
Contractor Name*

This Contract shall not begin until it has been (1) signed by both parties or (2) the Contract start date has occurred, whichever is later.

For DNR use only:
<ol style="list-style-type: none"> 1. Retain a signed copy of the Contract in the project file and send a hardcopy with 1st invoice to Budget & Finance. 2. Please do one of the following: <ol style="list-style-type: none"> a) Email scanned copy to christina.iiams@dnr.iowa.gov (please name subject your Contract #); b) Fax copy to 515-725-8201 (Attn: Christina Iiams); OR c) Mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: Christina Iiams, 502 East 9th Street, Des Moines, IA 50319

DNR STANDARD CONTRACT 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 Name](#), a [Contractor Legal Entity Type*](#) is organized and registered under the laws of the State of [State of Organization](#). The Contractor's address is: [Contractor Address](#).

(*This can typically be found on the State of Organization Secretary of State website. If an entity type i.e., domestic limited liability company, foreign incorporated company, etc. is not found the Contractor is most likely not organized under their state and we must enter into a contract with them as an individual/ "sole proprietor". A "sole proprietor" is an unincorporated business owned entirely by a single person and operated in that person's personal capacity or under a "doing business as" or "dba" name.)

In the case of an individual/ sole proprietor, please use the following statement: [Contractor Name \(dba XXX\)](#), is an individual and sole proprietor located in the State of [State of Residence](#). The Contractor's address is: [Contractor's personal 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](#)
[City, Iowa ZIP](#)
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](#)
[City, State ZIP](#)
Phone: [Contractor Project Manager Phone](#)
Fax: [Contractor Project Manager Fax](#)
Email: [Contractor Project Manager Email](#)

Section 2 STATEMENT OF PURPOSE

2.1 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.)

2.2 Background. (This section is optional. If included, it 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.)

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 greater than \$25,000.00, or if commission approval is required by statute or rule, 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 Amendments. This Contract may be amended only by written mutual consent of the parties. For competitively bid contracts, DNR shall have the sole option to amend 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

4.1 Definitions. This Contract shall include the following definitions:

“Agency” shall mean Department of Natural Resources (DNR).

“Contract” and “Contract Declarations & Execution Page” shall mean these DNR Standard Contract Conditions, any Attachments or Exhibits attached to and included as part of these DNR Standard Contract Conditions, and the DAS General Terms and Conditions. “Contract” shall include the first page of these DNR Standard Contract Conditions, which includes the Contractor and DNR signatures.

“DAS General Terms and Conditions” shall mean the DAS General Terms and Conditions effective May 1, 2016 and found at <https://das.iowa.gov/procurement/terms-and-conditions>.

“Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“RFP” shall mean the Request for Proposals, Informal Request for Proposal, or Request for Quotes that was issued to solicit the Deliverables that are subject to the Contract including these DNR Standard Contract Conditions.

“Special Contract Attachments” shall mean any Attachments or Exhibits attached to and included as part of these DNR Standard Contract Conditions.

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

Section 5 STATEMENT OF WORK

(Use this version when the Statement of Work consists of separate Tasks.)

5.1 Statement of Work. Contractor shall perform the following Tasks by the Task Milestone Dates set out in the following table:

Deliverables	Task Milestone Date
Task 1: Task Name Description: Description	No later than Date
Task 2: Task Name Description: Description	No later than Date
Task 3: Task Name... Description: Description... (Add additional Tasks as needed.)	No later than Date

(Use this version for Routine Services. Routine Services are when the Statement of Work consists of one or more Tasks to be completed at regular intervals.)

5.1 Statement of Work. Contractor shall perform the following Tasks, to be completed at the following regular intervals:

Deliverables	Interval
Task 1: Task Name... Description: Description	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary,

	i.e. “cleaning office every Wednesday between hours of 5 – 10 PM”)
Task 2: Task Name... Description: Description	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary, i.e. “cleaning office every Wednesday between hours of 5 – 10 PM”)
Task 3: Task Name... Description: Description... (Add additional Tasks as needed.)	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary, i.e. “cleaning office every Wednesday between hours of 5 – 10 PM”)

5.2 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.

5.3 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.

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/monthly/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 or video 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. At least one week prior to each scheduled review meeting, the Contractor Project Manager shall provide the DNR with 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, if applicable.

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 authority to enter into this Contract is [Statutory Authority \(where is the authority to spend the money coming from\)](#). The source of funding for this Contract is [\(where is the money to spend coming from? Is it a federal grant, from the General Fund? REAP?, etc\)](#).

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 contained in Section 5, including all applicable Attachments and Exhibits, provided that Contractor has complied with the terms of this Contract.

7.3 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

7.4 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	

*For Routine Services Contracts, use this language in the column entitled "Invoice Due No Later Than": "Contractor shall invoice DNR on a weekly/monthly/other interval basis." (i.e., "Contractor shall invoice DNR on a monthly basis.")

Invoices shall contain the DNR Contract Number found on the first page of these DNR Standard Contract Conditions. Each invoice shall itemize the work performed pursuant to the Contract, and shall specify the amount of payment requested for each Task during the period covered by the invoice. 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, which shall include the DNR contract number in a prominent place, shall be submitted to:

Iowa Department of Natural Resources
 Attention: [DNR Project Manager](#)
[DNR Project Manager Address](#)
 City, IA ZIP

7.5 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
City, State ZIP

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

7.7 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.

7.8 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, DNR may withhold compensation or payments to Contractor, in whole or in part, without penalty to DNR or work stoppage by Contractor, in the event DNR determines that (1) Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or (2) any Deliverable has failed to meet or conform to any applicable contract specification.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the DNR under this Contract.

7.9 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.

7.10 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.

7.11 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 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. This language supersedes the DAS General Terms and Conditions language regarding reimbursement of expenses.

7.12 Final Payment. By accepting final payment or a termination settlement under this Contract, the Contractor releases 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.

Section 8 INSURANCE

8.1 (If insurance will not be required, then this section should be removed and reserved. If insurance will be required, work with your assigned legal staff to help determine types and amounts of necessary.) **Insurance.** Contractor shall obtain insurance as identified in the DAS General Terms and Conditions; and as follows:

Type of Insurance	Amount
General Liability Insurance (including contractual liability) written on an occurrence basis	Aggregate \$Amount
	Personal Injury \$Amount
	Each Occurrence \$Amount
Product Liability	Each Occurrence \$Amount
Personal Injury	Each Occurrence \$Amount
Property Damage Insurance	Each Occurrence \$Amount
Professional Liability*	Each Occurrence \$Amount
Workers Compensation and Employer Liability Insurance	As required by Iowa law

*Unless otherwise stated in these DNR Standard Contract Conditions, the Contractor shall procure and maintain a professional liability insurance policy that is specific to the project that is the subject of this Contract. The insurance shall provide \$Contract Amount in coverage and a three-year extended discovery period following completion of the term of this Contract.

The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the DNR. The certificates shall be subject to approval by the DNR. The insurer shall state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days’ prior written notice to the DNR. Approval of the insurance certificates by the DNR shall not relieve the Contractor of any obligation under this Contract.

Section 9 FEDERAL FUNDING CONDITIONS

9.1 The Contractor shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

(If there are specific requirements for the use of the federal funds related to this Contract – they should be stated here.)

Section 10 USE OF THIRD PARTIES AND SUBCONTRACTORS

10.1 (Selection either Option 1 or Option 2) **Option 1:** The Contractor may not contract with third parties for the performance of any of the Contractor’s obligations under this Contract.

Option 2: The Contractor may contract with third parties for the performance of the Contractor’s obligations under this Contract only to the extent specified below:

(Specify subcontracting allowance and requirements as applicable).

(Goes with Option 2) The following conditions shall apply when contracting with third parties for the performance of any obligations under this Contract:

10.1.1 All subcontracts shall be subject to prior approval by the DNR. The DNR’s consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

10.1.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

10.1.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

10.1.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all

claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

10.1.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

10.1.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

10.1.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

10.1.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately

Section 11 GENERAL TERMS AND CONDITIONS

11.1 DAS General Terms and Conditions. Except as otherwise stated in these DNR Standard Contract Conditions, the General Terms and Conditions for this Contract shall be the DAS General Terms and Conditions for Services, which may be found at <https://das.iowa.gov/procurement/terms-and-conditions>.

In addition to any other exceptions to or supersession of the DAS General Terms and Conditions contained in these DNR Standard Contract Conditions, the following portions of the DAS General Terms and Conditions are excluded from this Contract:

- 1.10.5 (Change Order), and
- 1.11 (Legislative Changes).

Section 12 CONFLICT BETWEEN DNR STANDARD CONTRACT CONDITIONS AND GENERAL CONDITIONS

12.1 If there is a conflict between these DNR Standard Contract Conditions and the DAS General Terms and Conditions, these DNR Standard Contract Conditions shall prevail.