IOWA DEPARTMENT OF NATURAL RESOURCES

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS
FOR
VOLGA RIVER STATE RECREATION AREA – ROCK DAMS
18-03-33-03
COMPETITIVE QUOTATION

Please read and familiarize yourself with all of these Instructions before preparing your proposal.

1. To be considered a responsible and responsive bidder, **all** the information requested on the **Proposal Form (Attachment A)** must be completed and received by the Iowa Department of Natural Resources by **3:00pm, 12/3/2026. If you are signing on behalf of a corporation, include your title in the signature line.** Keep a copy of the proposal as your record of your submitted proposal.

2. Email your proposal to constructionbids@dnr.iowa.gov. All proposals must be submitted electronically. No paper proposals will be accepted. Include the following information in the subject line: Project Name, Contract Number, and Bid Letting Date.

   Contact for the competitive quotation process is as follows:
   Darin Galbraith, Procurement Specialist
   constructionbids@dnr.iowa.gov
   515-344-0055

   Contact for questions on plans and specifications is as follows:
   Ken Howe, P.E. District 3 Engineer
   Kenneth.howe@dnr.iowa.gov
   319-240-3553

3. DO NOT alter the proposal with alternates, qualifications, reservations, or stipulations. If the bid is not a lump sum, clearly identify unit prices. In event of any inconsistency between the Proposed Bid Total and the bid total derived from provided unit prices, unit prices will prevail. (See Article 4.)

4. Your proposal will be audited, extensions and totals verified, and notification of decision of award will be made promptly after the closing date for receipt of proposals shown above. The lowest responsive, responsible bidder will be eligible for award of a subsequent contract. The DEPARTMENT reserves the unconditional right not to award a contract for the project described in these instructions and related attachments.

5. Both successful and unsuccessful bidders will be notified of the result of the bidding. If you are the successful bidder, an award letter and contract documents will be sent to you with detailed instructions for completion. By submitting a proposal, you agree and understand that acceptance of your proposal by the DEPARTMENT constitutes a binding agreement to enter into a contract and that the offer contained in your proposal shall be valid for a period of 45 days from the deadline for submission of proposals.

ATTACHMENT A - PROPOSAL FORM

PROJECT: Rock Dams CONTRACT NO.: 18-03-33-03

LOCATION: Volga River State Recreation Area

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE*		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Mobilization	LS				
2	Access Clearing and Trimming	LS				
3	Site Restoration	LS				
4	Revetment, Class E	400 Tons				
5	Class A Crushed Stone	10 Tons				
6	Excavation, Class 10	121 Tons				

*Unit Prices Prevail; Amount equals Estimated Quantity multiplied by Unit Price

Proposed Bid Total: $

By virtue of statutory authority, preference will be given to products grown and coal produced within the State of Iowa.

Signature Date

Printed Name

Title

Phone No.

Email Address

Iowa Contractor Registration Number

Legal Name of Company

Street Address

City, State, Zip Code

Remit to Address (if different than above)

Remit to City, State, Zip Code (if different than above)

Bidder Acknowledges Receipt of Any Issued Addenda (Number and Date): _____

Subcontractor Information

Name	Iowa Contractor Registration Number	Email Address

This Proposal will become void if not accepted by the DEPARTMENT within 45 days of the deadline for submission of proposals described in the General Information and Instructions to Bidders for this project.

The following is an EXAMPLE of the contract that will be sent to the successful bidder. The recommended Contractor will be required to fill out the necessary information and sign the contract prior to performing work under this project.

Contract No.: 18-03-33-03

IOWA DEPARTMENT OF NATURAL RESOURCES
COMPETITIVE QUOTATION (MINOR) PUBLIC IMPROVEMENT CONTRACT

AGREEMENT, entered into between the Iowa Department of Natural Resources, an agency of the State of Iowa, hereinafter called the DEPARTMENT, and

Name: _____
Street Address: _____
City, State, Zip: _____
Remit to Address:
(If different than above) _____
Remit to City, State, Zip: _____
Phone: _____
E-Mail Address: _____
Contact Person: _____

hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the parties mentioned above, the CONTRACTOR agrees with the DEPARTMENT, to commence and complete the project described as follows and collectively referred to as the Project:

This project consists of constructing two rock check dams in Volga River State Recreation Area.

Located at: Volga River State Recreation Area in Fayette County, Iowa, for the sum of $_____. This contract supersedes all prior contracts or agreements between the DEPARTMENT and the CONTRACTOR for the work described in this contract. The Project is more thoroughly and specifically described in Article 2, Scope of Work, of this contract.

ARTICLE 1 - DEPARTMENT REPRESENTATIVE
The representative of the DEPARTMENT shall be Ken Howe, District 3 Engineer,319-240-3553, and all communications from the CONTRACTOR should occur thereto. However, any modifications or payments must be approved by the highest-level signatory for the DEPARTMENT, as described on the signature page.

ARTICLE 2 - SCOPE OF WORK
The CONTRACTOR shall furnish, at his own proper cost and expense, all materials, equipment, labor, insurance, and other accessories and services necessary to complete, in a workmanlike manner, ready for continuous operation, the above-mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

- CONTRACTOR's Proposal attached as Attachment A.
- DEPARTMENT's Project Checklist as Attachment B.
- Iowa DOT Standard Specifications for Highway and Bridge Construction, current series by reference.

It is intended that the specifications and plans, which include the Description of the Project on the first page of this Contract and supplemented as may be necessary by the DEPARTMENT, shall provide for the completion of the work specified herein.

The omission of specific reference to any minor items of material or work reasonably necessary to provide a complete project, will not release the CONTRACTOR from the responsibility of furnishing or doing the items omitted.

The CONTRACTOR shall leave the site free and clean of all construction equipment, materials, and rubbish. The CONTRACTOR shall replace any defective material or workmanship in the construction at no cost to the DEPARTMENT, and shall guarantee the construction for a period of one year from the date of the Department's final acceptance.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

The time of commencement of work under this contract shall be within a reasonable period of time after the preconstruction conference as approved by the Department. The date of completion of the work under this contract shall be: **05/15/2027**.

ARTICLE 4 - BASIS OF PAYMENT

The DEPARTMENT shall make payment within 30 days of receipt of a payment request which is approved as payable by the Department, on this contract as is indicated below, by one of the following methods:

1. Lump Sum Basis- This section is not applicable to this contract. Except for adjustments as provided for herein, the DEPARTMENT shall pay to the CONTRACTOR, for the performance of work, the lump sum of $_____, hereinafter called the Contract Sum. The Contract Sum shall be equitably adjusted to cover changes in the work ordered by the DEPARTMENT, but not shown on the drawings or required by the specifications. Such increases or decreases in the Contract Sum shall be determined by agreement between the DEPARTMENT and the CONTRACTOR.

2. Unit Price Basis- This section is applicable to this contract. The DEPARTMENT shall pay to the CONTRACTOR the unit price amount stated with respect to each item of work on the attached schedule for the total number of units each item of work completed. The number of units shown on the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated into or made necessary by the work covered by this contract. Should the number of units of completed work of any individual item shown on the attached schedule vary by more than twenty percent (20%) from the number of units stated, either the DEPARTMENT or the CONTRACTOR may request a revision of the unit price for the item so affected, but such changes shall not exceed 10% of the total Contract amount. Both parties agree that under such conditions an equitable revision of the price shall be made. Changes that cannot be classified under any of the contract units may be performed at mutually agreed upon unit prices, or on a lump sum basis.

The Department, under this Contract, shall reserve the right to withhold up to 3% consistent with Iowa Code Chapter 573. The Contractor may invoice the Department only for work completed. If the work extends over a period of more than one month, the DEPARTMENT may, upon request by the CONTRACTOR, make written estimates of the value of materials complete in place and the work performed. Estimates shall be on a monthly basis or on a longer period of time mutually agreed upon. No estimate, except the final estimate, shall be for less than five hundred dollars ($500). The estimates shall be figured at the contract unit prices for contracts on a unit price basis or on a mutually agreed upon percentage of the total work completed for contracts on a lump sum basis. Each estimate shall be filed in the form of a claim against the DEPARTMENT. Estimates are approximate only, and shall be subject to correction in the first estimate rendered following the discovery of an error in any previous estimate. Should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, the department will deduct from the first estimate rendered, after the discovery of such work, an amount equal in value to the defective or questioned work. Further, such work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed. Within a reasonable period of time after satisfactory completion of the project, a final inspection of the work will be made by the DEPARTMENT to determine compliance with the contract, plans and specifications, and to submit a final estimate. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The CONTRACTOR shall sign the final estimate form acknowledging acceptance of the amount stated.

Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following

adjudication or release of claim against the amount withheld. Earlier requirements for the submission of the Iowa Department of Revenue Contractor's Statement of Sale and Use Tax (see ARTICLE 20), prior to final payments, are no longer in effect.

ARTICLE 5 - LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be completed by the deadline. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days allowed, or any extension granted, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed **liquidated damages**.

The **CONTRACTOR** hereby agrees that **liquidated damages** in the amount of $1,000.00 shall be retained or assessed against the CONTRACTOR for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries and related expenses of directly involved staff and reviewers, interest charged during the period for delays and loss of use.

The DEPARTMENT will prepare and forward to the Contractor a Change Order to account for such **liquidated damages.** The final payment will be withheld until payment shall have been made consistent with this assessment of **liquidated damages** based only on the number of calendar days required to complete the work in excess of the completion date, plus authorized extensions thereto. This provision for the assessment of **liquidated damages** for failure to complete work within the contract period does not constitute a waiver of the DEPARTMENT'S right to collect any additional damages other than time delays which the DEPARTMENT may sustain by failure of the Contractor to carry out the terms of the contract.

If the Contractor fails to complete the work within the contract periods or any extension thereof, upon written notice to the Contractor and surety, said contract shall be in default. The DEPARTMENT may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the **liquidated damages** stipulated in the proposal form. The DEPARTMENT may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

ARTICLE 6 - PERMITS

In addition to other permits that may be required for the CONTRACTOR to conduct its business in the state of Iowa, the CONTRACTOR shall apply for, pay for and obtain prior to commencing work under this contract a NPDES Stormwater Discharge Permit (DNR's General Permit No. 2) for Construction Operation, as required by EPA regulations, for any land-disturbing activity which will disturb an area of one or more acres. The permits shall be readily available for inspection at all times. Permits are available from the DNR Storm Water Coordinator, 6200 Park Avenue, Suite 200, Des Moines, Iowa, 50321. (Tel. (515) 217-0875.)

The CONTRACTOR shall be required to apply for, pay for and obtain all permits required by law prior to commencing work under this contract.

ARTICLE 7 - PERFORMANCE BOND

In compliance with Chapter 573 of the Code of Iowa, contracts shall, when the contract price equals or exceeds twenty-five thousand dollars, be accompanied by a bond, with surety, conditioned for the faithful performance of the contract. The amount shall be not less than one hundred percent (100%) of the contract price. The bond shall be executed on the standard form supplied by the DEPARTMENT. The bond, if required, shall be executed by the CONTRACTOR and by a surety authorized to do business in the State of Iowa and shall be incorporated by this reference.

ARTICLE 8 - CONTRACTOR'S INSURANCE

The CONTRACTOR'S current certificate of liability and property damage insurance shall be filed with the DEPARTMENT prior to the execution of the contract and shall be maintained at such amounts throughout the prosecution of the work and until final acceptance and completion of the contract. The minimum coverage by such insurance shall be as follows:

Public Liability Insurance
Per Person $250,000.
Each Occurrence $500,000.

Property Damage Insurance
Each Occurrence $250,000.

ARTICLE 9 - TERMINATION

9.1 The DEPARTMENT shall have the right to cancel any or all items from the contract and may terminate this contract immediately for any of the following reasons effective immediately without advance notice:

A) In the event the CONTRACTOR is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
B) The DEPARTMENT determines that the actions, or failure to act, of the CONTRACTOR, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
C) The CONTRACTOR fails to comply with all laws, regulations, ordinances and orders related to the execution of this contract or the completion of the Project;
D) The CONTRACTOR furnished any statement, representation or certification in connection with this contract or its related bidding documents which is materially false, deceptive, incorrect or incomplete.
E) The CONTRACTOR breaches the contract;
F) The CONTRACTOR becomes the subject of any bankruptcy or insolvency proceeding;
G) The CONTRACTOR has otherwise engaged in conduct that has or may expose the State or the DEPARTMENT to liability, as determined in the DEPARTMENT's sole discretion;
H) The DEPARTMENT determines that continuation of completion of the work is not in the public's interest: and
I) The DEPARTMENT determines that the occurrences of any of the actions or inactions in subparagraphs (A) through (G) above, unforeseen circumstances, unanticipated design changes, or other reasons beyond the control of the CONTRACTOR would prevent or unreasonably delay completion of the contract.

If there is a default event caused by the CONTRACTOR as described above, the DEPARTMENT may either provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in the DEPARTMENT's written notice to the CONTRACTOR, or may terminate the contract in whole or in part, without the payment of any penalty or incurring any further obligation to the CONTRACTOR.

9.2 Termination Due to Lack of Funds or Change in Law. **Notwithstanding anything in this Contract to the contrary,** the DEPARTMENT shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the CONTRACTOR if, in the DEPARTMENT's sole discretion, adequate funds are not appropriated or granted to allow the DEPARTMENT to operate as required and to fulfill its obligations under this contract or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; if the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this contract is withdrawn or materially altered or modified; if the DEPARTMENT's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the DEPARTMENT's ability to fulfill any of its obligations under this contract.

9.3 The CONTRACTOR's Termination Duties. The CONTRACTOR upon receipt of notice of termination or upon request of the DEPARTMENT, shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, work completed, materials delivered and any other matters the DEPARTMENT may require; shall immediately cease using and return to the DEPARTMENT any personal property or materials, whether tangible or intangible, provided by the DEPARTMENT to the CONTRACTOR; and shall comply with the DEPARTMENT's instructions for the timely transfer of any materials provided by the CONTRACTOR under this contract. Material paid for pursuant to section 9.4 shall become the property of the DEPARTMENT and shall be disposed of as directed by the DEPARTMENT.

9.4 Following termination, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract to the DEPARTMENT up to and including the date of termination. For finished portions of items canceled, the CONTRACTOR will be paid at the contract unit prices. For materials ordered and delivered for the unfinished portion of such canceled or omitted items, the DEPARTMENT will pay cost plus five percent as an overhead charge. The CONTRACTOR'S expense for work of handling or transporting such material shall be included in computing the cost. The DEPARTMENT will also pay any actual expenses sustained by the CONTRACTOR by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this contract, including but not limited to any claims related to, resulting from, or arising out of: any breach of this contract; any negligent, intentional or wrongful act or omission of the CONTRACTOR or any agent or subcontractor utilized or employed by the CONTRACTOR; the CONTRACTOR's performance or attempted performance of this contract, including any agent or subcontractor utilized or employed by the CONTRACTOR; or any failure by the CONTRACTOR to make all reports, payments and withholdings required by federal and state law and which are required by the CONTRACTOR to conduct business in the State of Iowa. The CONTRACTOR's duties and obligations under this section shall survive the termination of this contract and shall apply to all acts or omissions taken or made in connection with the performance of this contract regardless of the date any potential claim is made or discovered by the DEPARTMENT or any other Indemnified Party.

ARTICLE 11 - WARRANTY

The CONTRACTOR shall warrant that the work, for a period of one year from the date of final acceptance by the DEPARTMENT, shall remain free from all defects in workmanship and material and that it will comply with the requirements of this contract governing the work. It is understood and agreed that in the event of defects and the necessity of making repairs to the work during the warranty period, the DEPARTMENT will notify the CONTRACTOR and provide a reasonable time to the CONTRACTOR to make such repairs. The CONTRACTOR shall submit all notices of guarantees, warranties and certificates complying with this section prior to final payment being made.

ARTICLE 12 - RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS

The DEPARTMENT shall have the right to review and observe, at any time, completed work or work in progress related to the contract. The CONTRACTOR shall permit the DEPARTMENT or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the CONTRACTOR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Upon the request of the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT or its agents said documentation or materials.

ARTICLE 13 - PUBLIC RECORDS; RECORDS RETENTION

All records created pursuant to this contract shall be public records and subject to Iowa Code chapter 22, the Iowa Open Records Law. All records created pursuant to this contract shall be submitted to the DEPARTMENT within 5 business days of its request. All records created pursuant to this contract shall be retained in accordance with the relevant state of Iowa records retention schedule.

ARTICLE 14 - SURVIVAL OF AGREEMENT

If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

ARTICLE 15 - GOVERNING LAW

This contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

ARTICLE 16 - COMPLIANCE WITH LAWS
The CONTRACTOR agrees that, during the duration of and as a condition of the DEPARTMENT'S duty to perform under the terms of this contract, it shall be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

ARTICLE 17 - ASSIGNMENT AND DELEGATION
The CONTRACTOR may not assign, transfer or convey in whole or in part this contract without the prior written consent of the DEPARTMENT. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The CONTRACTOR may not delegate any of its obligations or duties under this contract without the prior written consent of the DEPARTMENT.

ARTICLE 18 - WRITING REQUIRED
No change, modification, or termination of any of the terms, provisions or conditions of this contract shall be effective unless made in writing and signed by the parties.

ARTICLE 19 - IMMUNITY FROM LIABILITY
Every person who is a party to the contract is hereby notified and agrees that the State, the DEPARTMENT, and all of their employees, agents, successors, and assigns are immune from liability and suit for the CONTRACTOR's and its subcontractors' activities involving third parties arising from the contract.

ARTICLE 20 - CERTIFICATION REGARDING SALES AND USE TAX
By executing this contract, the CONTRACTOR certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1(47) and (48). The CONTRACTOR also acknowledges that the DEPARTMENT may declare the contract void if the above certification is false. The CONTRACTOR also understands that fraudulent certification may result in the DEPARTMENT filing action for damages for breach of contract.

Upon execution of this contract, an Iowa Construction Sales Tax Exemption Certificate will be available upon request.

ARTICLE 21 - INDEPENDENT CONTRACTOR
The status of the CONTRACTOR shall be that of an independent contractor. The CONTRACTOR, and its employees and agents performing under this contract are not employees or agents of the State or any agency, division or department of the State. Neither the CONTRACTOR nor its employees shall be considered employees of the DEPARTMENT or the State for Federal or State tax purposes. The DEPARTMENT will not withhold taxes on behalf of the CONTRACTOR. The CONTRACTOR shall be responsible for payment of all taxes in connection with any income earned from performing this contract.

ARTICLE 22 - USE OF THIRD PARTIES AND SUBCONTRACTORS
A) The CONTRACTOR may contract with third parties for the performance of any of Contractor's obligations under this Contract. All subcontractors shall be subject to prior approval by the DEPARTMENT. The DEPARTMENT's consent shall not be deemed in any way to provide for the incurrence of any obligation of the DEPARTMENT in addition to the remuneration agreed upon in this contract;
B) If the CONTRACTOR utilizes a subcontractor or subcontractors, then the following conditions shall apply: Prior to a subcontractor working on site, the subcontractor(s) name and their Iowa Contractor Registration Number(s) must be provided to the DEPARTMENT;
C) 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. Each subcontract shall contain provisions for the DEPARTMENT's access to the subcontractor's books, documents, and records and for inspections of work, as required of CONTRACTOR herein. 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;

D) All applicable restrictions, obligations and responsibilities of the CONTRACTOR under this Contract also shall apply to the subcontractors;
E) The DEPARTMENT 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 the DEPARTMENT 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 the CONTRACTOR's failure to pay any and all amounts due by CONTRACTOR to any subcontractor;
F) Any action of a subcontractor, which, if done by CONTRACTOR, would constitute a breach of this contract, shall be deemed a breach by the CONTRACTOR and have the same legal effect; and
G) 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 was reasonably foreseeable, then the CONTRACTOR shall be in default and Article 23, "Delay or Impossibility of Performance," shall not be applicable.

ARTICLE 23 - DELAY OR IMPOSSIBILITY OF PERFORMANCE

The CONTRACTOR shall not be in default under this contract if performance is delayed or if CONTRACTOR may not reasonably perform the contract due to an act of God. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the CONTRACTOR, and without the fault or negligence of the CONTRACTOR. 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 and this paragraph shall not be applicable. It shall be the responsibility of the CONTRACTOR to prove that performance was delayed or impracticable within the meaning of this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the effective date as specified by the Department below.

FOR THE DEPARTMENT:

Department Signatory, Title

Date:

FOR THE CONTRACTOR:

Legal Name of Company

Signature

Printed Name

Title

Address

Date

Seal, if by a corporation

Iowa Contractor Registration No. _____