

AGREEMENT FOR OUTDOOR WARNING SIREN

This Agreement is between City of Earlham, Iowa, hereinafter referred to as "CITY," whose address is 140 S Chestnut Ave, Earlham, IA 50072, and Unplugged Wireless Communications, Inc., hereinafter referred to as "CONTRACTOR," whose address is 512 W Main St, Panora IA 50216.

In consideration of the mutual promises herein, CITY and CONTRACTOR agree as follows:

1. WORK

CONTRACTOR will procure the necessary materials and construct and install an outdoor warning siren at a site within city limits of City of Earlham, Iowa, as designated by the CITY. The outdoor warning siren will be constructed with the materials, and according to the specifications, in the bid submitted by Unplugged Wireless Communications., which is attached hereto and incorporated herein as "Exhibit A." The CITY will do the locates and connect the pole to electricity.

2. PAYMENT

In exchange for the work, CITY will pay CONTRACTER the sum of TWENTY EIGHT THOUSAND TWO HUNDRED AND TWENTY-SIX Dollars (\$28,226.00). Payment will be made according to the requirements of Iowa Code Chapter 573.

3. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold CITY harmless from and reimburse CITY for any and all claims, liabilities, injuries, losses, and expenses, including attorneys' fees and court costs, arising from any negligence or malfeasance committed by CONTRACTOR, including CONTRACTOR's obligation to pay all necessary payroll and other taxes, during the performance of any work or other obligations under this Agreement.

4. TAXES

CONTRACTOR is an independent contractor and solely responsible for all federal, state or local income, payroll, social security or other taxes associated with work performed and payments made under this Agreement. Unless required by local law, CITY will not withhold nor will it pay any federal, state, or local income tax, or payroll tax of any kind, on behalf of or otherwise in respect of CONTRACTOR or its services hereunder.

5. INSURANCE

As an independent contractor, CONTRACTOR is solely responsible for obtaining and paying for insurance coverage such as, but not limited to, workers' compensation, life, accident, automobile, medical/surgical and major medical which the CONTRACTOR finds necessary or desirable during the term of this Agreement. CONTRACTOR agrees that as an independent contractor, he or she has no right to collect workers' compensation benefits from CITY its affiliates, their insurer, or from FEMA if he or she is injured in the performance of services under this Agreement. By signing below, or electronically signing this Agreement, CONTRACTOR specifically releases and discharges CITY, its affiliates, their insurer, and FEMA from any claim or liability of any kind arising from such injury, and shall indemnify, defend, and hold harmless, CITY, its affiliates, their insurer, and FEMA for, and from, the consequences of such injury

6. CITY COUNCIL APPROVAL

This Agreement is effective upon approval of the City Council of City of Earlham, Iowa.

7. NON-WAIVER

The failure of CITY to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

8. NO AUTHORITY TO BIND

CONTRACTOR has no authority to enter into contracts or agreements on behalf of CITY, to bind CITY or any affiliate thereof in any manner, or to make representations on behalf of CITY or any affiliate thereof.

9. CONTRACTOR REPRESENTATIONS & WARRANTIES

By signing below or electronically acknowledging this Agreement, CONTRACTOR represents and warrants the following:

- A. CONTRACTOR will comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
- B. Performance of the obligations under this Agreement will not violate any agreement between CONTRACTOR and any other person, firm or organization or any law or governmental regulation.
- C. CONTRACTOR will notify CITY of any change(s) to CONTRACTOR's schedule that could adversely affect CONTRACTOR's availability during the term of this Agreement.

10. NOTICE

Any legal notice required to be provided by CONTRACTOR in connection with this Agreement must be mailed to: City of Earlham 140 S Chestnut Ave, Earlham, IA 50072. Any notice to be provided by CITY shall be mailed to Unplugged Wireless Communications, Inc. 512 W Main St, Panora, IA 50216.

11. FEMA CONTRACT CLAUSES.

Attached hereto and incorporated herein is Exhibit B which sets forth required federal contract clauses. The parties agree to follow these provisions. In the event of conflict between any provision of this Agreement and Exhibit B, the provisions in Exhibit B shall control.

12. AMENDMENT. No amendment shall be made to this contract unless in writing agreed to by both parties.

13. ENTIRE AGREEMENT

This Agreement, together with Exhibits A and B, contain the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document.

City of Earlham

By: _____
Jeff Lillie, Mayor

Attest: _____
Mary Sue Hibbs, City Clerk

Unplugged Wireless Communications, Inc

By: _____
Jon Marckres, Owner

Exhibit A



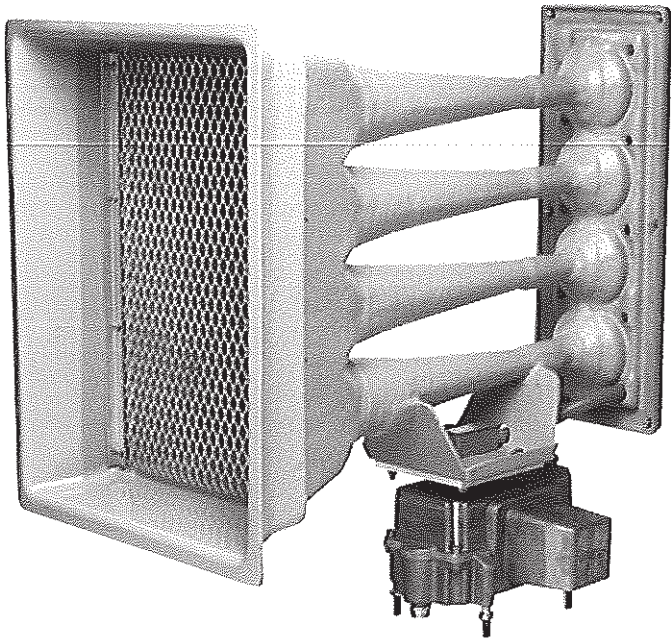
512 W Main
Panora, IA 50216
515-465-5421
RadioSales5421@gmail.com

City of Earlham

Thank you for requesting a quote for new outdoor storm sirens from Unplugged Wireless.

1 Whelen Rotating VortexR4 siren 1600 watt, Pole mount, Aluminum cabinet, Radio receiver to work with Madison County, 1 50 foot Class 1 Wood Pole, 2 12 volt deep cycle batteries will be provided. The City will need to provide a 120volt 15 am circuit on the pole for the new siren battery charger. The Whelen siren quoted meet all requirement with in your bid specs.

\$32526.00 shipping and installation included.



Options:

Solar power option \$4500.00 installed

Delete new pole and set siren on Existing pole will save \$4300.00

Pull existing pole \$2000.00

Exhibit A



512 W Main
Panora, IA 50216
515-465-5421
RadioSales5421@gmail.com

City of Earlham

Thank you for requesting a quote for new outdoor storm sirens from Unplugged Wireless.

1 01-1486011-04 Whelen Rotating VortexR4 1600 watt Outdoor warning siren with Aluminum cabinet and mount
1 01-1418319-03 VHF Two way radio control for alerting
1 01-1469242-00 Two Tone Decoder
1 75-0317299-00 Additional Decoder
2 Dcm0075 12 volt deep cycle batteries
1 installation on existing pole
Shipping included

Total Cost \$28226.00

Warranty Information

Whelen's warranty on Whelen Mass Notification Products is limited to the following: For a period of 24 months from the date of manufacture, Whelen will repair* or replace at its option, defective modules, which are manufactured by Whelen Engineering Company, Inc. in their entirety, and are returned by the customer via prepaid freight. Whelen will return repaired modules via prepaid ground transportation if shipping address is within the 48 contiguous states or District of Columbia. Repaired modules shipped outside of the 48 contiguous states or District of Columbia are at customer's expense. Excluded from warranty consideration is any loss arising from vandalism, tampering, misuse, improper installation, environmental damage or alterations to the product.

A "pass-through" warranty is offered for products manufactured by other companies that are sold with Whelen Mass Notification Products. Typical examples of such products include, but are not limited to: computers, printers, weather data sensors, un-interruptible power supplies, and batteries. Warranties on these products are "pass-through", meaning the equipment warranty will be limited to that offered by the equipment's original manufacturer and that the warranty will exist solely between the manufacturer and end user. Exceptions will be by prior contractual agreement only.

For a three year period following the 24 month warranty, Whelen will repair defective modules, which are manufactured in their entirety by Whelen and are returned to Whelen via prepaid freight for a flat fee of \$125. Whelen reserves the right to determine if the unit is repairable. This offering is limited to defective modules, exclusive of any loss arising from vandalism, misuse, improper installation, tampering or environment damage. Whelen warrants its repair of defective modules for a period of one year.

Whelen will not be held liable for any incidental or consequential damages, and assumes no responsibility or liability for expenses incurred in the removal and/or reinstallation of products requiring service and/or repair, nor the packaging, handling and shipping to the Factory Repair Center; nor for the handling of products returned from the repair center after service or repair. Failure to use the batteries recommended by Whelen Engineering Company, Inc. will void your warranty.

There are no warranties, expressed or implied, including, but not limited to, any implied merchantability or fitness for a particular use. Whelen Engineering Company, Inc. reserves the right to discontinue, modify, or upgrade any products of its manufacture with design improvements without prior notice.

This Warranty gives you specific rights and you may also have other rights which vary from state to state.

Sincerely

A handwritten signature in cursive script, appearing to read "Jon Marckres".

Jon Marckres

4-21-23

Exhibit B

Terms and Conditions for Federal Compliance

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30

FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Termination

Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and 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;
- The State 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;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - Making an assignment for the benefit of creditors;
 - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
 - Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency'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; or
- If the Agency'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 Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor 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 performed under the Contract and such other matters as the Agency may require.
- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

ACKNOWLEDGEMENTS AND ASSURANCES

Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.