

## Contract Amendment

The contract between the City of Dyersville (Client) and Eocene Environmental Group, Inc., successor to Impact7G, Inc. (Contractor), signed on April 17, 2023 for services related to Client's project scoping study, funded under the Building Resilient Infrastructure and Communities grant program, is hereby amended to include the following provisions:

1. The parties to this contract shall abide by all clauses included in Appendix II to 2 CFR Part 200.
2. Any changes to the contract must be made in writing.
3. Termination. This agreement may be terminated for cause or convenience by either party upon 7 days prior written notice. In the event of termination, the Contractor shall be compensated by Client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow the Contractor to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.
4. Maintenance/retention of records. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least 3 years following the date of final payment and close-out of all pending matters related to this contract.
5. Reporting requirements.
  - a. The Contractor/Subcontractor shall provide Client with information required for quarterly programmatic and financial reports, in such form and according to such schedule, as may be required by Client.
  - b. The Contractor/Subcontractor shall report to the client any suspected or reported violation of federal laws or regulations that occurs in the course of carrying out the work detailed in this contract.
6. Access to Records. The following access-to-records requirements apply to this Agreement:
  - a. Contractor agrees to provide Client, the FEMA Administrator, 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.
  - b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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Mick J. Michel, City Administrator

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Judy Joyce, Ecocene Environmental Group, Inc.

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Tricia L. Maiers, City Clerk