

This amendment (the "Amendment") is made by City of Moore and Community Development Services, parties to the agreement for Professional Services (the "Agreement") dated November 16, 2019.

The Agreement is amended as follows:

### Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

Reference: Executive Orders 12549 and 12689; 2 CFR 180.220; 2 CFR 200 Appendix II

### Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

## Environmental Requirements

### Clean Air

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

### Clean Water

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

### Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

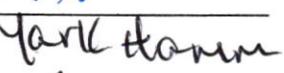
This amendment is effective upon signature of both parties.

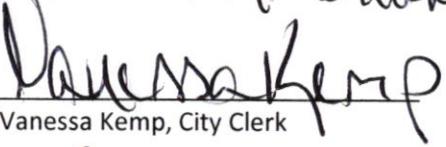
IN WITNESS WHEREOF, each party has caused this Amendment to this Contract to be executed on the date indicated below.

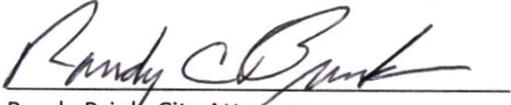
**The City of Moore:**

  
\_\_\_\_\_  
Glenn Lewis, Mayor

Date: 9-8-2020

  
\_\_\_\_\_  
Mark Hamer, Vice Mayor

  
\_\_\_\_\_  
Vanessa Kemp, City Clerk

  
\_\_\_\_\_  
Randy Brink, City Attorney

**Community Development Services**

  
\_\_\_\_\_  
Charlie Blair, Proprietor

Date: July 20, 2020 \_\_\_\_\_