

AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN  
OWNER AND CONTRACTOR

This Amendment No. 1 is made and entered into this 4<sup>th</sup> day of October, 2013 to the Agreement between the City of Minot (OWNER) and Dig It Up Backhoe Service, Inc. (CONTRACTOR) dated June 7, 2013.

WHEREAS, OWNER and CONTRACTOR entered into the Agreement for the Structure Demolition and Site Restoration, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER or CONTRACTOR; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of CONTRACTOR as described in the Agreement are amended and supplemented as follows: N/A
2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows: N/A
3. The responsibilities of CONTRACTOR as described in the Agreement are amended and supplemented as follows:

This amendment incorporates the attached CDBG-DR Compliance Provisions for Agreements into the Contract Agreement.

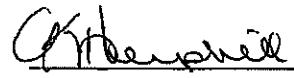
4. The time periods for the performance of CONTRACTOR's services as set forth in the Agreement are amended and supplemented as follows: N/A
5. The payment for services rendered by CONTRACTOR shall be as set forth below: N/A

Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

  
CONTRACTOR

DATE: 10-10-13

  
OWNER

DATE: 10-10-2013



## **CDBG-DR Compliance Provisions For Agreements**

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## **1. Civil Rights**

### **1.1 Compliance**

The Contractor/Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 503 and of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Contractor/Subcontractor agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.

### **1.2 Nondiscrimination**

The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

### **1.3 Affirmative Action**

The Contractor/Subcontractor shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor/Subcontractor agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor/Subcontractor setting forth the provisions of this nondiscrimination clause. The Contractor/Subcontractor shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 et seq.) which prohibits sex discrimination in federally assisted education programs.

### **1.4 Women/Minority Business Enterprise**

The Contractor/Subcontractor shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Contractor/Subcontractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

### **1.5 Notifications**

The Contractor/Subcontractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, advising the labor union or worker's representative of the Contractor/Subcontractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **1.6 EEO/AA Statement**

The Contractor/Subcontractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Subcontractor, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

### **1.7 Certification of Non-segregated Facilities (applicable to contracts and subcontracts over \$10,000)**

The Contractor/Subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

### **1.8 Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this agreement relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

### **1.9 Activities and Contracts Not Subject To Executive Order – 11246, as Amended (applicable to contracts and subcontracts of \$10,000 and under)**

During the performance of this contract, the Contractor agrees as follows:

- The Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national

origin. The Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- The Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- Contractor/Subcontractor s shall incorporate foregoing requirements in all subcontracts.

## **2. Section 3 of the Housing and Urban Development Act of 1968 – Compliance in the Provision of Training, Employment and Business Opportunities**

### **2.1 Compliance**

The Contractor/Subcontractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The Contractor/Subcontractor understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the City, the Program Administrator, and the Contractor/Subcontractor. Failure to comply with these requirements shall subject the City, the Program Administrator, and the Contractor/Subcontractor, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The Contractor/Subcontractor agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Contractor/Subcontractor shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

### **2.2 Notifications**

The Contractor/Subcontractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

### **2.3 Subcontracts**

The Contractor/Subcontractor shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the Contractor/Subcontractor is in violation of regulations issued by the City. The Contractor/Subcontractor will not subcontract with any Contractor/Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the Contractor/Subcontractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

## **3. Environmental Conditions**

### **3.1 Air and Water**

The Contractor/Subcontractor agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 et seq.
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, et seq., 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 et seq., as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

### **3.2 Flood Disaster Protection**

The Contractor/Subcontractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

### **3.3 Lead-Based Paint**

The Contractor/Subcontractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

### **3.4 Historic Preservation**

The Contractor/Subcontractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended

(16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

### **3.5 Wildlife Protection**

The Contractor/Subcontractor agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 et seq., as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 et seq.); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 et seq.); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f et seq., as amended), insofar as they apply to the performance of this Agreement.

### **3.6 Energy Efficiency**

The Contractor/Subcontractor shall 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 (Public Law 94-163).

## **4. Financial Management**

### **4.1 Accounting**

The contractor/subcontractor shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

### **4.2 Compliance with the Office of Management and Budget**

The parties agree to comply with the regulations, policies, guideline, and requirements of the Office of Management and Budget Circulars A95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

### **4.3 Pay Request (Invoice) Support Documentation**

Contractor/Subcontractor shall submit adequate support documentation with all pay requests (invoices or statements) with sufficient detail for the Owner, Program Administrator, and HUD to determine cost eligibility and allowability.

## **5. Record-Keeping, Reports, and Audits**

### **5.1 Records to be maintained**

The Contractor/Subcontractor shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- Records providing a full description of each activity undertaken
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program

- Records required determining the eligibility of activities
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- Financial standards, as required by 24 C.F.R. § 570.502; and
- Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

#### **5.2 Property Records**

The Contractor/Subcontractor shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606.

#### **5.3 Retention**

The Contractor/Subcontractor shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or a minimum of three years, or after the resolution of all Federal audit findings, whichever occurs later.

#### **5.4 Access to Records**

The City of Minot, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor/Subcontractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the City's final closeout of the grant.

#### **5.5 Inspection**

The authorized representative and agents of the Program Administrator, City of Minot, the Comptroller General of the United States, and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

#### **5.6 Reports**

The Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City of Minot, pertaining to the work or services undertaken pursuant to this Agreement.

### **6. Conflict of Interest**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the

Contractor/Subcontractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## 7. Patents

The Contractor/Subcontractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City of Minot, unless otherwise specifically stipulated in the Contract Document.

**License or Royalty Fees:** License and/or Royalty Fees for the use of a process which is mandated or specifically requested by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor/Subcontractor.

If the Contractor/Subcontractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor/Subcontractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## 8. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the Owner. If this Agreement results in any copyrightable material, the Owner reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the work. In addition, the Owner may authorize others to use the material.

## 9. Termination

### 9.1 For Cause

If, through any cause, the Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, the Program Administrator shall thereupon have the right to terminate this contract by giving written notice to the Contractor/Subcontractor of such termination and

specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor/Subcontractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor/Subcontractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor/Subcontractor and the Owner may withhold any payments to the Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor/Subcontractor is determined.

## **9.2 Termination for Convenience**

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor/Subcontractor. If the contract is terminated by the Owner as provided herein, the Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

## **9.3 Breach of Contract Terms**

Any violation or breach of terms of this contract on the part of the Contractor/Subcontractor or the Contractor/Subcontractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

# **10. Subcontracts**

## **10.1 Debarment, Suspension, and Ineligibility**

The Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). The Contractor/Subcontractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Dakota.

## **10.2 Approvals**

The Contractor/Subcontractor may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Program Administrator.

# **11. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be

read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

## **12. Changes**

The Program Administrator may, from time to time, request changes in the scope of the services of the Contractor/Subcontractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor/Subcontractor's compensation which are mutually agreed upon by and between the Program Administrator and the Contractor/Subcontractor, shall be incorporated in written and executed amendments to this Contract.

## **13. Personnel**

The Contractor/Subcontractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner/Program Administrator.

All the services required hereunder will be performed by the Contractor/Subcontractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

### **13.1 Labor Standards**

#### **13.1.1 Wages**

The Contractor/Subcontractor agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 et seq., as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 et seq., as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Contractor/Subcontractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Owner and Program Administrator for review upon request. The Contractor/Subcontractor shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 et seq.], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

#### **13.1.2 OSHA**

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

### **13.2 Drug Free Workplace**

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the OWNER must certify, on an annual basis,

their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

#### **14. Assignability**

The Contractor/Subcontractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

#### **15. Interest of Contractor/Subcontractor**

The Contractor/Subcontractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

#### **16. Prohibited Activity**

The Contractor/Subcontractor is prohibited from using CDBG-DR funds or personnel employed in the performance of this Agreement for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

##### **16.1 Hatch Act**

The Contractor/Subcontractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

##### **16.2 Religious Organization**

The Contractor/Subcontractor agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R. § 570.200.

##### **16.3 Lobbying**

The Contractor/Subcontractor certifies, to the best of his or her knowledge and belief that, no federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

#### **16.4 False Claims**

The Contractor/Subcontractor shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Contractor/Subcontractor shall also abide by the False Claims Act (31 U.S.C.A. 3729 et seq.); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 et seq.); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 et seq.); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 et seq.); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

#### **17. Reversion of Assets**

The agreement shall specify that upon its expiration the contractor/subcontractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the contractor/subcontractor's control that was acquired or improved in whole or in part with CDBG funds, is transferred to the recipient.

