



**CDBG AND RELATED POLICY INFORMATION FOR THE MINOR REPAIR PROGRAM (Contracts under \$5,000)**

The City of Bryan Community Development Services Department (City) utilizes Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) for work to be performed under the Minor Repair Program. This form regarding CDBG and related program requirements is to be provided to the Service Provider along with the scope of work.

Questions concerning this process should be addressed to:

**Mary Lou Lavador, Housing Rehabilitation Specialist**  
**City of Bryan, Community Development Services Department**  
**405 W 28<sup>th</sup> St., Bryan, Texas 77803**  
**(P) (979) 209-5175 (F) (979) 209-5184**  
**mlavador@bryantx.gov**

**FEDERAL, STATE, COUNTY AND MUNICIPAL LAWS & REGULATIONS**

Service Providers for this work will be required to comply with all federal, state, county, municipal and/or other laws, ordinances, rules and regulations applicable to the performance of any awarded work procured by the City, and shall secure and pay for all governmental licenses, deposits, permits or fees required.

- 1.0 Employment of Certain Persons Prohibited:** No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed in the work of the Minor Repair Program.
- 2.0 Records** Service Provider must provide records regarding this work if requested, to the City, its auditors, or the U.S. Department of Housing and Urban Development (HUD) for a period of five (5) years beyond the date of completion of the work.
- 3.0 Civil Rights and the Applicable Laws, Rules, and Regulations:** The following listing is a listing of applicable laws, rules and regulations for the use of CDBG funds for the Minor Repair Program. This listing is to provide notice to the submitter of the governing laws which may regulate the work; however, **not all provisions may be applicable to the work of this award. Non-applicable provisions indicated as \*Does not apply\*.** Awardees are encouraged to comply voluntarily with the intent of non-applicable laws if possible.

**Equal Employment Opportunity** The Service Provider hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

**The Fair Housing Act (42 U.S.C. 3601-20)** and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR, Part 107, non-discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and handicap.

**Title VI of the Civil Rights Act of 1964, as Amended** The Service Provider hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D thereof issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Service Provider receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Service Provider agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Service Provider will, in all solicitations of advertisement for employees placed by or in behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

**Civil Rights Act of 1964** (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with federal funds.

**The Copeland Anti-Kickback Act** (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) applies to all federal construction contracts over \$2,000. It requires that workers be paid weekly, precludes a contractor or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled, and that contractors maintain and submit weekly payrolls.

**Minority Outreach:** The requirements of executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise) and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms under the requirements of 24 CFR, Part 85 Section 36(e). Service Provider must make efforts to encourage the use of minority and women's business enterprises to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women.

**H.B. 275, The Texas Prompt Payment Act:** Service Provider shall comply with the Texas Prompt Payment Act, effective July 1, 1986, which in part, requires the Service Provider to pay their subcontractors within ten (10) calendars days after they receive payment from the City of Bryan.

**National Environmental Policy Act of 1969 (42 U.S.C. Sec. 4321 et. seq.)** and related environmental laws. Service Provider will protect the environment.

**Energy Policy and Conversation Act.** - compliance 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, 89 Stat. 871)

**Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.)** Regarding termination of tenancies for drug related offenses in assisted housing.

**Patent and Copyright Infringement Notice:** Service Provider shall comply with regulations pertaining to copyrights and rights in data and requirements pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

**President's Executive Order No. 11246 of September 24, 1965:** Service Provider will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (a) The Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.
- (b) The Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other award or understanding, a notice to be provided advising the labor union or workers' representative of the Service Provider's commitments under Section 202 of E.O. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (c) The Service Provider will comply with all provisions of E.O. 11246, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (d) The Service Provider will furnish all information and reports required by E.O. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (e) In the event of the Service Provider's noncompliance with the nondiscrimination clauses of this award or with any of such rules, regulations, or orders, this award may be canceled, terminated, or suspended in whole or in part and the Service Provider may be declared ineligible for further Government awards or Federally-assisted construction awards, in accordance with procedures authorized in E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (f) The Service Provider will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

**Lead-Based Paint Poisoning Prevention Act** (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title. For housing constructed prior to 1978, painted surfaces shall not be disturbed.

**\*Does Not Apply\* Compliance with Air and Water Acts:** (Contracts over \$100,000) During the performance of this award, the Service Provider and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended, as well as all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

**\*Does Not Apply\*: The Davis-Bacon Act** (40 USC, Chapter 3, Section 276a-276a-5; and 29 CFR Parts 1, 3, 5, 6 and 7) (Contracts over \$2,000, for non-residential construction, repair or rehabilitation, or construction, repair, or rehabilitation of eight (8) or more residential structures), requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

**\*Does Not Apply\*: The Contract Work Hours and Safety Standards Act** (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240) (contracts over \$100,000) Requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).

**\*Does Not Apply\*: Section 3 of the Housing and Urban Development Act of 1968(24 CFR Part 135.38)** (contracts over \$100,000.) Although Section 3 requirements are not applicable, the Service Provider is encouraged, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents and businesses of the project area.

**3.0 Insurance Requirements:** The Service Provider agrees to maintain the coverage's, endorsements, and limits in accordance with and set forth by the Insurance Coverage & Limit Table below for the duration of the award.

### **INSURANCE COVERAGE & LIMIT TABLE**

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & \$500,000/\$500,000/\$500,000 Service Provider agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Service Provider shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the Service Provider is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Service Provider agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Service Providers. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than \$1,000,000 per occurrence Service Provider agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Service Provider not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Service Provider to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

UMBRELLA or EXCESS LIABILITY Service Provider may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Service Provider agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

SERVICE PROVIDER'S INSURANCE TO BE PRIMARY Service Provider's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the award.

DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION Service Provider shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBSERVICE PROVIDER'S INSURANCE Service Provider shall agree to cause each subcontractor employed by Service Provider to purchase and maintain insurance of the type specified, provided the Service Provider's insurance does not afford coverage on behalf of the subcontractor.

**CERTIFICATE OF INSURANCE** Service Provider shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

If the event the City is notified that a required insurance coverage will cancel or non-renew during the award period, the Service Provider shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Service Provider until coverage is reinstated. If the Service Provider fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Service Provider's expense.

Certificates and notices should be provided and copied to the City at the following addresses:

City of Bryan  
Attn: Purchasing Department  
1309 E. MLK Street  
Bryan, TX 77803

City of Bryan  
Community Development Services Department  
405 W 28<sup>th</sup> St  
Bryan, TX 77803

### **FELONY CONVICTION NOTIFICATION**

Any person and/or business entity that enters into an award with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the award. The City may require substitution of employees in the performance of the award.

The City may terminate an award with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

### **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: [http://www.bryantx.gov/departments/index.html?name=texas\\_ethics](http://www.bryantx.gov/departments/index.html?name=texas_ethics). If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

CERTIFICATION

Certification – I certify that I will comply with the aforementioned local, state and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

Please check all home repair and rehabilitation services your firm provides:

- Roof Repair
- Roof Replacement
- Handicap Accessibility (Grab bars, door widening, etc.)
- Handicap Ramps
- Minor Carpentry
- Major Carpentry/Renovation (window & door replacement, exterior siding replacement)
- Minor Plumbing (leaks, faucet repair)
- Major Plumbing (Re-plumb, toilet replace, shower/tub replace, handicap shower installation)
- Electric
- HVAC
- Interior Paint
- Exterior Paint
- Drywall
- Interior Cleaning
- Exterior Junk Removal
- Yard Maintenance
- Tree Trimming/Removal
- Other (List): \_\_\_\_\_

Return this form to:

**Mary Lou Lavador, Housing Rehabilitation Specialist**  
**City of Bryan, Community Development Services Department**  
**405 W 28<sup>th</sup> St., Bryan, Texas 77803**  
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