



**CDBG AND RELATED POLICY INFORMATION FOR THE MINOR REPAIR PROGRAM (Contracts usually 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:

**City of Bryan, Community Development Services Department**  
**1803 Greenfield Plaza, Bryan, Texas 77802**  
**(P) (979) 209-5175 (F) (979) 209-5184**  
[communitydevelopmentweb@bryantx.gov](mailto:communitydevelopmentweb@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, codes, 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, including the following City of Bryan Adopted Codes and Ordinances (as they may be amended from time to time):

- 2021 International Fire Code (IFC)
- 2021 International Building Code (IBC)
- 2021 International Existing Building Code (IEBC)
- 2021 International Residential Code (IRC)
- 2021 International Mechanical Code (IMC)
- 2021 International Plumbing Code (IPC)
- 2021 International Fuel Gas Code (IFGC)
- 2021 International Swimming Pool and Spa Code (ISPSC)
- 2018 International Energy Conservation Code (IECC)
- 2020 National Electrical Code (NEC)
- City of Bryan Ordinances

**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 Retention:** 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.

**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.

**Section 3 of the Housing and Urban Development Act of 1968(24 CFR Part 135.38)** Section 3 requirements are applicable to the City of Bryan as a recipient of federal funds. The Service Provider will complete a Section 3 Compliance Plan, and is encouraged, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents and businesses of the project area.

**Debarment and Suspension:** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) (2 CFR 180). The contractor will be checked through the SAM system at least once annually. In the event that a subcontractor is to be used, contractor shall notify the City of Bryan Community Development Office prior to the subcontractor beginning work so that the subcontractor can be cleared through SAM. By submitting bids to the City of Bryan Minor Repair Program, (a) the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to: (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or, (2) Participate in HUD programs pursuant to 24 CFR Part 24. (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

**Energy Efficiency:** 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 (pub. L. 94A 163, 89 Stat. 871) , (53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995), as may be amended from time to time.

**\*Does Not Apply\* Procurement of recovered materials:** (2 CFR 200.322): The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Contractors are encouraged to utilize recycled materials to the extent feasible, which meet at least the minimum Community Development standards and specifications.

**\*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).

**4.0 Insurance Requirements: CERTIFICATE OF INSURANCE** Service Provider (Contractor) shall furnish the City with a certificate(s) of insurance with the coverages and limits listed below, executed by a duly authorized representative of each insurer. Certificates must be submitted using the ACORD form. Service Provider shall provide an updated ACORD form upon any change in coverage. The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City of Bryan. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance. Contractor must deliver to City of Bryan a certificate(s) of insurance evidencing such policies are in full force and effect prior to entering into this Agreement. The City of Bryan reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- a. **Workers' Compensation Insurance & Employers Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees. If Contractor is a sole proprietor without employees or subcontractors, Contractor may complete the Affidavit of Exemption for Workers' Compensation Insurance to comply with this part.
- b. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be

deleted from the standard policy without notification of individual exclusions and acceptance by the City of Bryan. The City of Bryan and its agents, officers, officials, and employee shall be listed as an additional insured.

- c. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City of Bryan and its agents, officers, officials, and employees.
- d. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City of Bryan and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- e. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Bryan. Contractor 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.
- f. **Subcontractors** - If the Contractor’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bryan accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- g. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-: VI or better by AM Best Insurance Rating.
- h. **Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City of Bryan within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City of Bryan.
- i. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of Bryan of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City of Bryan is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor 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.
- j. **Contractor’s Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City of Bryan shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.
- k. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City of Bryan’s review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration. Upon request, Contractor shall furnish the City of Bryan with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan  
Risk Management  
PO Box 1000  
Bryan, TX 77805  
Emailed to: [gmatern@bryantx.gov](mailto:gmatern@bryantx.gov)

Failure of the City of Bryan to demand evidence of full compliance with these insurance requirements or failure of the City of Bryan to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

**5.0** **Building Permits** are required for all Community Development work requiring permitting. Building permits are available at the Building Services Department (979) 209-5010.

**6.0** **Invoice Requirements:** Invoices **must** contain the following minimum information:

- 1. Business Name**
- 2. Remittance Address (Address where the check for payment will be sent)**
- 3. Address of home where the Minor Repair was completed**
- 4. Invoice Number**
- 5. Invoice Date (Date the invoice is SUBMITTED)**
- 6. Itemization of labor hours and materials (if not a per-bid job)**
- 7. Invoices must be signed by contractor and Community Development staff.**
- 8. Submit invoices electronically to: [accountinginvoices@bryantx.gov](mailto:accountinginvoices@bryantx.gov).**

Invoices must be turned in on Wednesday to receive payment the following Thursday. Checks are given out after 3 pm on Thursdays of each week. Anticipate business holidays by submitting invoices a day early for each business day holiday during the week of submission. Invoices received which do not have the required information will be returned to the contractor for correction.

#### **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://docs.bryantx.gov/fiscal/Form\\_CIQ\\_COB.pdf](http://docs.bryantx.gov/fiscal/Form_CIQ_COB.pdf) . 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): \_\_\_\_\_

Demographic Information - Circle Applicable Categories for Service Provider Ownership:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

Yes / No = Woman-Owned Business

Return these forms **with current ACORD form insurance certificate** to:

**City of Bryan, Community Development Services Department**  
**1803 Greenfield Plaza, Bryan, Texas 77802**  
**(P) (979) 209-5175 (F) (979) 209-5184 or email [communitydevelopmentweb@bryantx.gov](mailto:communitydevelopmentweb@bryantx.gov)**

**FELONY CONVICTION NOTIFICATON**

Any person and/or business entity that enters into a contract 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 contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract 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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Vendor's Name:**

\_\_\_\_\_

\_\_\_\_\_

**Authorized Company Official's Name (Printed)**

**Date**

**A.** My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

**Signature of Company Official:**

\_\_\_\_\_

**B.** My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

**C.** Provide a general description of the conduct resulting in the conviction of a felony.

\_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

**D.** Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

\_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:**

\_\_\_\_\_

# CITY/BTU OF BRYAN SERVICES CONTRACT WORKERS' COMPENSATION EXEMPTION CERTIFICATE

Contractor is exempt from the requirement to obtain workers' compensation insurance for the following reason (check the appropriate box).

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, as defined by the Texas Labor Code, and
- Contractor will not hire employees or subcontractors to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees, as defined by the Texas Labor Code; all work is performed by volunteers, and
- Contractor will not hire employees or subcontractors to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, as defined by the Texas Labor Code, and
- All work will be performed by the partners; Contractor will not hire employees or subcontractors to perform this contract; and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

\_\_\_\_\_  
Contractor Printed Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with the City of Bryan**

**FORM E-CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the City of Bryan.

By law this questionnaire must be filed with the records administrator of the City of Bryan not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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**1. Name of person doing business with the City of Bryan.**

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	MI	Last Name

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**2.**

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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**3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

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**4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with the City of Bryan**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship.

**5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**NOTE:**

[Click here to complete Question 5 including subparts A-D for another officer with whom the filer has affiliation or business relationship.](#) Repeat this step for each officer named in Question 3 or 4.

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**6. Describe any other affiliation or business relationship that might cause a conflict of interest.**

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Signature of Person Doing Business with Governmental Entity

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Date