

Document 00520

CONTRACT SUPPLEMENT FOR JOINT PROJECTS WITH MTA

When applicable, attach this document to City-Contractor Agreement Form 00510 as a part of the construction agreement. Edit this text to define the specific conditions under which funds are received by the City, and conditions governing delays in progress payments and final payment for the specific Project.

1.00 SUPPLEMENTS

- A. The following supplements modify the terms of the Agreement Between City of Houston and Contractor, City Document 00510, and other provisions of Contract Documents. Where a portion of the Contract Documents is modified, the unaltered portions shall remain in effect.

2.00 DESIGNATED JOINT PROJECT

- A. Payments due under Article 5 and Article 6 of Document 00510 will be made partially from funds received by the City as a Designated Joint Project with the Houston Metropolitan Transit Authority, hereinafter referred to as Metro.

3.00 ORIGINAL FUNDING ALLOCATIONS

- A. The City has made an Original City Allocation of the amount of \$[_____] for payment of the portion of the City's obligations under the City Contractor Agreement. The aggregate of the Original City Allocation and all supplemental City Allocations, if any, shall be the Allocated City Funds.
- B. The Metropolitan Transit Authority has made an Original Metro Allocation of the amount of \$[_____] for payment of the portion of Metro's obligations under the City Contractor Agreement. The aggregate of the Original Metro Allocation and supplemental Metro Allocations, if any, shall be the Allocated Metro Funds.

4.00 SUPPLEMENTAL ALLOCATIONS

- A. Supplemental Allocations may be made by either the City or Metro only when either agency transmits a Form of Notice of Supplemental Allocation of Funds, City Document 00658, to Contractor, duly executed by authority.

5.00 PAYMENTS

- A. Payments to Contractor will be made commensurate with the percentages of funding by the City and by Metro. The City will pay [_____] percent of each payment, and [_____] percent of each payment will be made by City on behalf of Metro.
- B. The City will process Contractor's estimates, and payments will be made to the Contractor under Articles 5 and 6 or Document 00510 by the city, on behalf of Metro from funds delivered to the City by Metro for that purpose, but the City is not responsible to the Contractor for payments of Metro's funding share of this Agreement.
- C. Should the City fail to receive such funds from Metro in a timely manner, the time of payment of amounts due under the Agreement shall be extended until such time as the funds are received from Metro.

6.00 INTEREST

- A. Under no condition shall the City be liable for any interest on payments due the Contractor where the delay in making such payments is due directly or indirectly to an act or omission of Metro.

7.00 FAILURE OF PAYMENT

- A. Under no condition shall the City be liable to the contractor for any part of any such Allocated Metro Funds and the Contractor shall not be paid for the proportionate part of Work covered by such funds except with monies delivered to the City by Metro. If funds are not received from Metro, City will pay only its share of the amount due.

END OF DOCUMENT