

Document 00530

CONTRACT SUPPLEMENT, FEDERALLY FUNDED COMMUNITY
DEVELOPMENT PROJECTS

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 of those documents shall remain in effect.

2.00 OWNER

- A. The Owner for this Project is that entity so identified in Document 00510 - Form of Agreement Between the City of Houston and Contractor.

3.00 CITY PARTICIPATION

- A. The City is not a party to the construction contract, and the City's participation in the administration of the Contract, Article 4 of the General Conditions, is for the limited purpose of observing compliance with the Agreement.
- B. The City's obligations with respect to the Work are limited to the City's obligations to the Owner, and the City's participation in the administration of the Contract shall not be construed to create any privity of contract between the City and the Contractor or to create any obligation by the City to compensate the Contractor for any obligations of the Owner.

4.00 FUNDING

- A. The City's portion of the financing for the Work of this Project is provided under an agreement between the City and the Owner dated [_____].
- B. The Work of the Project is being funded in part under a [grant] [loan] [_____] from [The Department of Housing and Urban Development] [an agency] [_____] of the United States Government.

5.00 PAYMENTS

- A. The City will process Contractor's estimates, and payments to Contractor due under Articles 5 and 6 of Document 00510 will be made by the City wholly or partially from funds received by the City as a [grant] [loan] [_____] from [Housing and Urban Development Department] [an agency] [_____] of the United States Government.
- B. Should the City fail to receive such funds from the Federal Agency in a timely manner, the time for payment of progress payments or final payment shall be extended until such time as the funds are received from the Federal Agency.

6.00 INTEREST

- A. Under no condition shall the City be liable for any interest on payments due the Contractor where the delay past the dates of such payments is due directly or indirectly to an act or omission of an agency of the United States Government, including delay or non-payment of amounts under any grant or loan.

7.00 FAILURE OF PAYMENT

- A. Under no condition shall the City be liable to the Contractor for any part of any such grant or loan, and the Contractor shall not be paid for the proportionate part of Work covered by such grant or loan except with monies delivered to the City by the Agency of the United States of America. If funds are not received from the Federal Agency, City will pay only its share of the amount due.

END OF DOCUMENT