

Document 00800

SUPPLEMENTARY CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS:

1.1 *DEFINITIONS: Insert the following Paragraph 1.1.9.1, and 1.1.23, and reorder the remaining definitions accordingly.*

1.1.9.1 The firm of N/A has been employed by the City as Construction Manager for the Work.

1.1.23 *Good Faith Efforts.* Steps taken to achieve an MBE, WBE, SBE, or PDBE goal or other requirements which, by their scope, intensity, and usefulness, demonstrate the bidders responsiveness to fulfill the business opportunity objective, as well as the Contractor's responsibility to put forth measures to meet or exceed the MBE, WBE, SBE, or PDBE goal (Contract Goal), These steps apply from before a contract's award, through its duration, and after its conclusion, in the event the Contractor has been unsuccessful in meeting the Contract Goal. These efforts are required whether a Goal Oriented Contract or a Regulated Contract, as defined in the Office of Business Opportunity's Policy & Procedures Manual, available at <http://www.houstontx.gov/obo>.

ARTICLE 3 - THE CONTRACTOR:

3.5 *LABOR: Insert the following Paragraphs, 3.5.3.1.1 and 3.5.3.1.2.*

3.5.3.1.1 If the Original Contract Price is greater than One Million Dollars, Contractor shall make Good Faith Efforts to comply with the City ordinances regarding Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Persons with Disabilities Business Enterprises (PDBE) and Small Business Enterprise (SBE) participation goals which are as follows;

- .1 the MBE goal is 12% percent.
- .2 the WBE goal is 7% percent, and
- .3 the PDBE goal is 0% percent.

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.4 The bidder may substitute SBE participation of no more than four percent of the MBE goal, the WBE goal, or portions of the MBE Goal and WBE Goal.

3.5.3.1.2 The MBE, WBE, PDBE, and SBE goals are specific to this Agreement. The Contractor shall make reasonable efforts to achieve these goals.

3.5.3.1.3 Failure by Contractor to comply with the goals for MBE, WBE, SBE, or PDBE is a material breach of the Agreement, which may result in termination of the Agreement, or such other remedy permitted as the City deems appropriate.

### ARTICLE 8-TIME:

8.1 *PROGRESS AND COMPLETION:*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be [\$50.00 per hour] *lactual costs* per inspector for inspection services.

### ARTICLE 9 - PAYMENTS AND COMPLETION:

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract, Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 LIQUIDATED DAMAGES:

9.12.1.1 The amount of liquidated damages payable by Contractor or Surety for each and every day of delay beyond Contract Time, are «LiquidatedDamages» \$1,200.00 per day.

END OF SECTION