52.232-10 Payments under Fixed-Price Architect-Engineer Contracts.

As prescribed in 32.111(c)(1), insert the following clause:

Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)

(a) Estimates *shall* be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates, along with any supporting data required by the *Contracting Officer*, *shall* be prepared by the Contractor and submitted along with its voucher.

(b) After receipt of each substantiated voucher, the Government *shall* pay the voucher as approved by the *Contracting Officer* or authorized representative. The *Contracting Officer shall* require a withholding from amounts due under paragraph (a) of this clause of up to 10 percent only if the *Contracting Officer* determines that such a withholding is necessary to protect the Government's interest and ensure satisfactory completion of the contract. The amount withheld *shall* be determined based upon the Contractor's performance record under this contract. Whenever the *Contracting Officer* determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the *Contracting Officer shall* release the excess amount to the Contractor.

(c) Upon satisfactory completion by the Contractor and final acceptance by the *Contracting Officer* of all the work done by the Contractor under the "Statement of *Architect-Engineer Services*", the Contractor will be paid the unpaid balance of any money due for work under the statement, including all withheld amounts.

(d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor *shall* execute and deliver to the *Contracting Officer* a release of all *claims* against the Government arising under or by virtue of this contract, other than any *claims* that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.

(e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments *shall* not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including *contract modifications* for additional *supplies* or services, but not including *contract modifications* that are within the scope and under the terms of the contract, such as *contract modifications* issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

Parent topic: 52.232 [Reserved]