

# 52.237-4 Payment by Government to Contractor.

As prescribed in 37.304(a), insert the following clause in *solicitations* and contracts solely for dismantling, demolition, or removal of improvements whenever the *contracting officer* determines that the Government *shall* make payment to the contractor in addition to any title to property that the contractor *may* receive under the contract:

Payment by Government to Contractor (Apr 1984)

(a) In \_\_\_\_\_ [*insert "full" if Alternate I is used; otherwise insert "partial"*] consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor \_\_\_\_\_ [*fill in amount*].

(b) The Government *shall* make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the *Contracting Officer*, on estimates approved by the *Contracting Officer*. Except as provided in paragraph (c) of this clause, in making progress payments the *Contracting Officer shall* retain 10 percent of the estimated payment until final completion and acceptance of the contract work. However, if the *Contracting Officer* finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the *Contracting Officer may* authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, the *Contracting Officer may* authorize full payment for that unit or division without retaining a percentage.

(c) When the work is substantially completed, the *Contracting Officer shall* retain an amount considered adequate for the protection of the Government and, at the *Contracting Officer's* discretion, *may* release all or a portion of any excess amount.

(d) In further consideration of performance, the Contractor *shall* receive title to all property to be dismantled or demolished that is not specifically designated as being retained by the Government. The title *shall* vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished after award, upon the Government's issuance of a notice to proceed with the work. The Government *shall* not be responsible for the condition of, or any loss or damage to, the property. If the Contractor does not wish to remove from the site any of the property acquired, the *Contracting Officer may*, upon written request, grant the Contractor permission to leave the property on the premises. As a condition to the granting of this permission, the Contractor agrees to waive any right, title, *claim*, or interest in and to the property.

(e) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government *shall* make final payment of the amount due the Contractor under this contract. If requested, the Contractor *shall* release all *claims* against the Government arising under this contract, other than any *claims* the Contractor specifically excepts, in stated amounts, from operation of this release.

(End of clause)

*Alternate I* (Apr 1984). If the *contracting officer* determines that the Government *shall* retain all material resulting from the dismantling or demolition work, delete paragraph (d) from the basic

clause and renumber the remaining paragraphs.

**Parent topic:** [52.237 \[Reserved\]](#)