

## **1. EXCEPTION TO PAYMENT TERMS - PROGRESS PAYMENTS FOR ARCHITECT ENGINEERING SERVICES (Clause H-4.1) (January 2022)**

The article entitled "Invoices, Discounts and Payments" of document 1602-01-13 is hereby deleted and replaced with the following:

Estimates shall be made monthly of the amount and value of the work accomplished and services performed by Seller under this purchase order/contract. The estimates shall be prepared by the Seller and accompanied by any supporting data required by the Buyer.

Upon approval of the estimate by the Buyer, payment upon properly executed vouchers shall be made to the Seller, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Buyer determines that performance has been satisfactory. Also, whenever the Buyer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of Buyer and the Government, the Buyer may release the excess amount to the Seller.

Upon satisfactory completion by the Seller and acceptance by the Buyer of the work done by the Seller under the purchase order/contract, the Seller will be paid the unpaid balance of any money due for work under the purchase order/contract, including retained percentages.

Before final payment under the purchase order/contract, or before final settlement upon termination of the purchase order/contract, and as a condition precedent thereto, the Seller shall execute and deliver to the Buyer a release of all claims against the Buyer and the Government arising under or by virtue of this purchase order/contract, other than any claims that are specifically excepted by the Seller from the operation of the release in amounts stated in the release.