

Change No. 202S(ESSApproved031710)

9-3.2 Partial and Final Payment. The Engineer will, after award of the Contract, establish a closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the Agency's payment procedure.

Each month, the Engineer will make an approximate measurement of the work performed to the closure date and as a basis for making monthly progress payments, estimate its value based on Contract Unit Prices or in accordance with 9-2. When the Work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

From each progress estimate, not less than 5 percent will be deducted and retained by the Agency. The Agency will withhold not less than 5 percent of the total Contract amount until acceptance of the Work.

If so specified in the Special Provisions, from each progress estimate, 10 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 10 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the Contractor or its Sureties will constitute a waiver of the liquidated damages specified in 6-9.

Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract.