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36.000 Scope of part.

This part prescribes policies and procedures for construction, which includes dismantling, demolition or removal of improvements; and architect-engineer services.

36.001 Definition.

As used in this part—

Firm as it relates to architect-engineer services, means any individual, partnership, corporation, association, or other legal entity permitted by law to practice the professions of architecture or engineering.

36.002 Policy.

(a) Agencies must require the use of a project labor agreement for Federal construction projects with a total estimated construction cost at or above \$35 million, unless an exception applies (see Part 22).

(b) Contracting officers conducting market research for Federal construction contracts valued at or above \$35 million, must ensure that the market research procedures (see Part 10) involve a current and proactive examination of the market conditions in the project area to determine national, regional, and local entity interest in participating on a project that requires a project labor agreement, and to understand the availability of unions, and unionized and non-

unionized contractors. Contracting officers may coordinate with agency labor advisors, as appropriate.

(c) The contracting officer must use one of the following acquisition procedures when contracting for the design and construction of a public building, facility, or work:

(1) Design-bid-build established under 40 U.S.C. chapter 11, Selection of Architects and Engineers.

(2) Two-phase design-build selection procedures authorized by 10 U.S.C. 3241 or 41 U.S.C. 3309.

(3) Another acquisition procedure authorized by law.

(d) Agencies must implement high-performance sustainable building design, construction, renovation, repair, commissioning, operation and maintenance, management, and deconstruction practices to ensure that—

(1) All new construction and modernization projects greater than 25,000 gross square feet are designed, constructed, and maintained to meet or exceed Government sustainable design and operations principles in accordance with the Council on Environmental Quality's Guiding Principles for Sustainable Federal Buildings and Associated Instructions (Guiding Principles) (available at https://www.sustainability.gov/pdfs/guiding_principles_for_sustainable_federal_buildings.pdf);

(2) All renovation projects of existing Federal buildings/facilities must use, to the greatest extent possible, Government sustainable design and operations principles for existing buildings in accordance with the Guiding Principles; and

(3) Rehabilitation of Federally-owned historic buildings utilizes best practices and technologies in retrofitting to promote long-term viability of the buildings.

Subpart 36.1 - Pre-solicitation

36.101 Construction.

36.101-1 Acquisition Strategy.

(a) The contracting officer will only use sealed bid procedures (see part 14) for a construction contract if the conditions in part 6 for use of sealed bidding are met. However, the contracting officer should not use sealed bidding if the contract will be performed outside the United States and its outlying areas.

(b) The following must be considered when determining the contract type and pricing structure and must be addressed in the acquisition plan.

(1) Generally, firm-fixed-price contracts must be used to acquire construction. They may be priced—

(i) on a lump-sum basis (when a lump sum is paid for the total work or defined parts of the work),

(ii) on a unit-price basis (when a unit price is paid for a specified quantity of work units), or

(iii) using a combination of the two methods.

(2) Lump-sum pricing must be used in preference to unit pricing except when—

(i) Large quantities of work such as grading, paving, building outside utilities, or site preparation are involved;

(ii) Quantities of work, such as excavation, cannot be estimated with sufficient confidence to permit a lump-sum offer without a substantial contingency;

(iii) Estimated quantities of work required may change significantly during construction; or

(iv) Offerors would have to expend unusual effort to develop adequate estimates.

(3) Fixed-price contracts with economic price adjustment may be used if such a provision is customary in contracts for the type of work being acquired, or when omission of an adjustment provision would preclude a significant number of firms from submitting offers or would result in offerors including unwarranted contingencies in proposed prices.

(4) In view of potential labor and administrative problems, cost-plus-fixed-fee, price-incentive, or other types of contracts with cost variation or cost adjustment features must not be permitted concurrently, at the same work site, with firm-fixed-

price, lump sum, or unit price contracts except with the prior approval of the head of the contracting activity.

36.101-2 Use of two-phase design-build selection procedures.

(a) As authorized by 10 U.S.C. 3241 and 41 U.S.C. 3309, the two-phase design-build selection procedures may be used when the contracting officer determines in writing that this method is appropriate, based on the following:

(1) Three or more offers are anticipated.

(2) Design work must be performed by offerors before developing price or cost proposals, and a substantial expense will be incurred in preparing offers.

(3) That the contracting officer has considered:

(i) The extent to which the project requirements have been adequately defined.

(ii) The time constraints for delivery of the project.

(iii) The capability and experience of potential contractors.

(iv) The suitability of the project for use of the two-phase selection method.

(v) The capability of the agency to manage the two-phase selection process.

(vi) Other criteria established by the agency.

(b) Phase-one of the solicitation(s) must include—

(1) The scope of work;

(2) The phase-one evaluation factors, which must include—

(i) Technical approach (excluding detailed design or technical information);

(ii) Technical qualifications, such as—

(A) Specialized experience and technical competence;

(B) Capability to perform;

(C) Past performance of the offeror's team (including the architect-engineer and construction members); and

(iii) Other appropriate factors (excluding cost or price related factors);

(3) Phase-two evaluation factors (see paragraph (d) of this section); and

(4) A statement of the maximum number of offerors that will be selected to submit phase-two proposals. Unless the contracting officer determines in writing that a number greater than five is in the Government's interest, no more than five offerors can be selected for phase-two proposals.

(c) After evaluating phase-one proposals in accordance with the solicitation, the contracting officer must select the most highly qualified offerors and request those offerors submit phase-two proposals.

(d) Phase-two of the solicitation(s) must—

(1) Be prepared and evaluated in accordance with part 15;

(2) Include phase-two evaluation factors, such as design concepts and proposed technical solutions; and

(3) Require submission of separate technical and price proposals.

36.101-3 Scope of work.

(a) A scope of work must be included in the solicitation, and must:

(1) Define the project; and

(2) Provide prospective offerors with sufficient information regarding the Government's requirements.

(b) The scope of work may include criteria and preliminary design, budget parameters, and schedule or delivery requirements.

(c) If the agency contracts for development of the scope of work, it must use the procedures in sections 36.102 and 36.202.

36.101-4 Advance notices and solicitations.

(a) A description of agency policies or procedures, in addition to that outlined in part 43, that apply to definitization of equitable adjustments for change orders under construction contracts.

(b) Data on the agency's past performance, for the prior 3 fiscal years, regarding the time required to definitize equitable adjustments for change orders under construction contracts (see part 43). Agencies must provide the data shown in the following table, or provide the address of an agency-specific, publicly accessible website containing this information.

Time to definitize after receipt of an adequate change order definitization proposal under construction contracts	Number of change order proposals definitized under construction contracts
30 days or less	
31 to 60 days	
61 to 90 days	
91 to 180 days	
181 to 365 days	
366 or more days	
After completion of contract performance via a contract modification addressing all undefinitized equitable adjustments received during contract performance	

Table 1 to Paragraph (b)

36.101-5 Liquidated damages.

During acquisition planning the contracting officer must evaluate the need for liquidated damages in a construction contract in accordance with part 11 and agency policies.

36.101-6 Government cost estimate.

(a) An independent Government estimate (IGE) of the cost of construction must be prepared for any action expected to exceed the simplified acquisition threshold. The IGE must be prepared based on a detailed analysis of the requirements.

(b) The IGE must be given to the contracting officer before receipt of any proposals. When two-step sealed bidding is used, the independent Government estimate must be prepared when the contract requirements are definitized.

36.101-7 Clauses.

(a) The contracting officer must insert the clauses in Table 1 in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated, and the contract amount is expected to exceed the simplified acquisition threshold. The Table 1 clauses may be used for contracts valued at or below the simplified acquisition threshold.

Clause	Title
52.236-2	Differing Site Conditions
52.236-3	Site Investigation and Conditions Affecting the Work
52.236-6	Superintendence by the Contractor
52.236-8	Other Contracts

Clause	Title
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
52.236-10	Operations and Storage Areas
52.236-12	Cleaning Up
Table 1 to Paragraph (a)	

(b) The contracting officer must insert the clause at 52.236-5, Material and Workmanship, in solicitations and contracts for construction.

(c) The contracting officer must insert the clause at 52.236-7, Permits and Responsibilities, in solicitations and contracts when a fixed-price or cost-reimbursement construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated.

(d)

(1) The contracting officer must insert the clause at 52.236-11, Use and Possession Prior to Completion, in solicitations and contracts when a fixed-price construction contract is contemplated, and the contract award amount is expected to exceed the simplified acquisition threshold.

(2) This clause may be inserted in solicitations and contracts when the contract amount is expected to be at or below the simplified acquisition threshold.

(e) The contracting officer must insert the clause at 52.236-13, Accident Prevention, in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated, and the contract amount is expected to exceed the simplified acquisition threshold.

(1) This clause may be inserted in solicitations and contracts when the contract amount is expected to be at or below the simplified acquisition threshold.

(2) The clause must be used with its Alternate I when a contract for services will involve:

(i) Work of a long duration or hazardous nature; or

(ii) Performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property.

(f)

(1) The contracting officer must insert the clause at 52.236-14, Availability and Use of Utility Services, in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated, the contract is to be performed on Government sites, and the contracting officer decides that—

(i) The existing utility system(s) is adequate for the needs of both the Government and the contractor; and

(ii) Furnishing it is in the Government's interest.

(2) When this clause is used, the contracting officer must list the available utilities in the contract.

(g)

(1) The contracting officer may insert the clause at 52.236-15, Schedules for Construction Contracts, in solicitations and contracts when a fixed-price construction contract is contemplated, the contract amount is expected to exceed the simplified acquisition threshold, and—

(i) The period of actual work performance exceeds 60 days; or

(ii) When work performance is expected to last less than 60 days and an unusual situation exists that warrants imposition of the requirements.

(2) Contracting officers should not insert the clause in paragraph (g)(1) of this section, in the same contract with clauses covering other management approaches for ensuring that a contractor makes adequate progress.

(h) The contracting officer may insert the clause at 52.236-16, Quantity Surveys, in solicitations and contracts when a fixed-price construction contract providing for unit pricing of items and for payment based on quantity surveys is contemplated. The clause must be used with its Alternate I if it is determined at a level above that of the contracting officer that—

(1) It is impracticable for Government personnel to perform the original and final surveys; and

(2) The Government wishes the contractor to perform these surveys.

(i) The contracting officer must insert the clause at 52.236-17, Layout of Work, in solicitations and contracts when a fixed-price construction contract is contemplated, and use of this clause is appropriate due to a need for accurate work layout and for siting verification during work performance.

(j) The contracting officer must insert the clause at 52.236-18, Work Oversight in Cost-Reimbursement Construction Contracts, in solicitations and contracts when a cost-reimbursement construction contract is contemplated.

(k)

(1) The contracting officer must insert the clause at 52.236-21, Specifications and Drawings for Construction, in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated, and the contract amount is expected to exceed the simplified acquisition threshold.

(2) The contracting officer may insert the clause in paragraph (k)(1) of this section in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be at or below the simplified acquisition threshold.

(3) When the Government needs record drawings, the contracting officer must—

(i) Use the clause with its Alternate I, if reproducible shop drawings are needed, or

(ii) Use the clause with its Alternate II, if reproducible shop drawings are not needed.

36.102 Architect-Engineer Services.

36.102-1 Public announcement.

The Government must publicly announce all requirements for architect-engineer services (see 40 U.S.C. 1101 et seq.).

36.102-2 Contracting procedures and competition.

(a) Contracting officers must acquire architect-engineer services by negotiation and select sources in accordance with this section.

(b) The procedures of this section are competitive procedures (see part 6).

(c) Agencies must encourage firms to submit annually an updated statement of qualifications and performance data on a Standard Form (SF) 330, Part II—General Qualifications.

(d)

(1) Surveying is considered to be an architectural and engineering service and must be procured pursuant to sections 36.102 and 36.202 from registered surveyors or architects and engineers. Mapping associated with the research, planning, development, design, construction, or alteration of real property is considered to be an architectural and engineering service and must be procured pursuant to sections 36.102 and 36.202.

(2) Mapping services that are not connected to traditionally understood or accepted architectural and engineering activities, are not incidental to such architectural and engineering activities or have not in themselves traditionally been considered architectural and engineering services must be procured pursuant to provisions in parts 13, 14, and 15.

36.202-3 Government cost estimate.

(a) An independent Government estimate (IGE) of the cost of architect-engineer services must be prepared based on a detailed analysis of the requirements.

(b) The IGE must be given to the contracting officer before beginning negotiations for any action expected to exceed the simplified acquisition threshold.

36.102-4 Clauses.

(a) The contracting officer must insert the clause at 52.236-22, Design Within Funding Limitations, in fixed-price architect-engineer contracts except when—

(1) The head of the contracting activity determines in writing that cost limitations are secondary to performance considerations and additional project funding can be expected;

(2) The design is for a standard structure and is not intended for a specific location; or

(3) There is little or no design effort involved.

(b) The contracting officer must insert the clause at 52.236-23, Responsibility of the Architect-Engineer Contractor, in fixed-price architect-engineer contracts.

(c) The contracting officer must insert the clause at 52.236-24, Work Oversight in Architect-Engineer Contracts, in all architect-engineer contracts.

(d) The contracting officer must insert the clause at 52.236-25, Requirements for Registration of Designers, in architect-engineer contracts, except that it may be omitted when the design will be performed—

(1) Outside the United States and its outlying areas; or

(2) In a State or outlying area of the United States that does not have registration requirements for the particular field involved.

Subpart 36.2 - Special Aspects of Contracting for Construction

36.201 Construction.

36.201-1 Limitations.

The contracting officer must not award a contract for construction—

(a) At a cost to the Government—

(1) In excess of statutory cost limitations, unless applicable limitations can be and are waived in writing for the particular contract; or

(2) Which, with allowances for Government-imposed contingencies and overhead, exceeds the statutory authorization.

(b) To the firm that designed the project or to the firm's subsidiaries or affiliates, unless approved by the agency head.

36.201-2 Standard and optional forms.

(a) Standard Form 1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair), must be used to solicit and submit offers, and award construction or dismantling, demolition, or removal of improvements contracts expected to exceed the simplified acquisition threshold, and may be used for contracts at or below the simplified acquisition threshold. In all sealed bid solicitations, or when the Government otherwise requires a noncancellable offer acceptance period, the contracting officer must insert in the blank provided in Block 13D the number of calendar days that the offer must be available for acceptance after the date offers are due.

(b) Optional Form 347, Order for Supplies or Services, may be used for construction or dismantling, demolition, or removal of improvements contracts that are at or below the simplified acquisition threshold; provided, that the contracting officer includes the clauses required (see section 36.101-7) in the simplified acquisitions (see part 13).

(c) Contracting officers may use Optional Form 1419, Abstract of Offers—Construction, and Optional Form 1419A, Abstract of Offers—Construction, Continuation Sheet, or the automated equivalents to record offers submitted in response to a sealed bid solicitation (see part 14) and may also use them to record offers submitted in response to negotiated solicitations.

36.202 Architect and engineering services.

36.202-1 Evaluation.

(a)

(1) Agencies must provide for one or more permanent or ad hoc architect-engineer evaluation boards—

(i) Which may include preselection boards when authorized by agency regulations;

(ii) Composed of members who—

(A) Collectively, have experience in architecture, engineering, construction, and Government and related acquisition matters;

(B) Are appointed from among highly qualified professional employees of the agency or other agencies; and

(C) If authorized by agency procedure, are private practitioners of architecture, engineering, or related professions.

(2) One Government member of each board must be designated as the chairperson.

(b) Under the general direction of the head of the contracting activity, an evaluation board must perform the following functions:

(1) For each proposed project, evaluate the firms' Standard Form (SF) 330, Part II—General Qualifications, together, if necessary, with data submitted on the SF 330, Part I—Contract-Specific Qualifications, either already on file with the agency or submitted regarding the proposed project.

(2) Conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

(3) Prepare a selection report for the agency head or other designated selection authority recommending, in order of preference, at least three firms that are considered to be the most highly qualified to perform the required services. The report must include a description of the discussions and evaluation conducted by the board to allow the selection authority to review the considerations upon which the recommendations are based.

36.202-2 Selection authority.

(a) The final selection decision must be made by the agency head or a designated selection authority.

(b) The final selection must be made by reviewing and considering the selection report and advice of technical and staff representatives.

(1) The final selection must be a listing, in order of preference, of the firms considered most highly qualified to perform the work.

(2) The selection authority must not add firms to the selection report.

(3) If the firm listed as the most preferred is not the firm recommended as the most highly qualified, the selection authority must provide a written explanation of the reason for the preference for inclusion in the contract file.

(4) If the firms recommended in the report are not deemed to be qualified or the report is considered inadequate for any reason, the selection authority must record the reasons and return the report for appropriate revision.

(c) All firms on the final selection list are considered selected firms with which the contracting officer may negotiate.

36.202-3 Government cost estimate.

(a) An independent Government estimate (IGE) of the cost of architect-engineer services must be prepared based on a detailed analysis of the requirements.

(b) The IGE must be given to the contracting officer before beginning negotiations for any action expected to exceed the simplified acquisition threshold.

36.202-4 Short selection process for contracts not to exceed the simplified acquisition threshold.

When authorized by the agency, either or both of the short processes described in this subsection may be used to select firms for contracts not expected to exceed the simplified acquisition threshold. Otherwise, the procedures prescribed in 36.202-1, 36.202-2, and 36.202-3 must be followed.

(a) *Selection by the board.* The board must review and evaluate architect-engineer firms in accordance with 36.202-1, except that the selection report serves as the final selection list and must be provided directly to the contracting officer. The report serves as the authorization for the contracting officer to commence negotiations in accordance with 36.202-3.

(b) *Selection by the chairperson of the board.* When the board decides that formal action by the board is not necessary in connection with a particular selection, the following procedures must be followed:

(1) The chairperson of the board must perform the functions required in 36.202-1(b).

(2) The agency head or designated selection authority must review the report and approve it or return it to the chairperson for appropriate revision.

(3) Upon receipt of an approved report, the chairperson of the board must provide a copy of the report to the contracting officer which will serve as the authorization for the contracting officer to commence negotiations in accordance with 36.202-3.

36.202-5 Standard and optional forms.

(a) Contracting officers must use Standard Form (SF) 252, Architect-Engineer Contract, to award fixed-price contracts for architect-engineer services when the services will be performed in the United States or its outlying areas.

(b) The firm's qualifications as listed in the SF 330, Part II—General Qualifications as well as the SF 330, Part I—Contract-Specific Qualifications, must be used to evaluate firms before awarding a contract for architect-engineer services:

(1) Use the SF 330, Part I—Contract-Specific Qualifications, to obtain information from an architect-engineer firm about its qualifications for a specific contract when the contract amount is expected to exceed the simplified acquisition threshold. Part I may be used when the contract amount is expected to be at or below the simplified acquisition threshold, if the contracting officer determines that its use is appropriate.

(2) Use the SF 330, Part II—General Qualifications, to obtain information from an architect-engineer firm about its general professional qualifications.

Subpart 36.3 - Postaward

36.301 Responsibilities of contracting officers.

See part 42 for performing general contract administration functions. For construction and architect-engineer services there are additional functions including:

(a) *Performance and Deliverables.*

(1) Contracting officers can, in writing, request the removal of any contractor employee deemed incompetent, careless, or otherwise objectionable (see 52.236-5).

(2) Contracting officers must provide the contractor with a list of work remaining to be performed or corrected for any portions of the work the Government intends to possess or use, prior to taking possession or using said work (see 52.236-11).

(3) Regarding schedules for construction contracts:

(i) The contracting officer may withhold approval of progress payments if the contractor fails to submit the required schedule.

(ii)

(A) The contracting officer must determine whether the work is progressing with sufficient diligence to meet the contract's specified completion time; and

(B) May terminate the contractor's right to proceed with the work, or any separable part of it, per the default terms of the contract if the contractor fails to recover lost time (see 52.236-15).

(b) *Modifications.*

(1) Upon receiving written notice of differing site conditions, the contracting officer must—

(i) Promptly investigate the site; and

(ii) Negotiate an equitable adjustment if the conditions materially differ, leading to an increase or decrease in the contractor's costs or performance time. Requests for an equitable adjustment will be allowed only if prior written notice is received or if submitted before final payment (see 52.236-2).

(2) If repairs are not made promptly to damaged existing vegetation, structures, equipment, utilities, or improvements; contracting officers may have the necessary work performed and charge the cost to the contractor (see 52.236-9).

(3) If stakes and marks are destroyed by the contractor, the contracting officer may replace them and deduct the cost from due or future payments (see 52.236-17).

(4) Regarding specifications and drawings for construction—

(i) The contracting officer must—

(A) Make a written determination in the case of a discrepancy in the figures, in the drawings, or in the specifications; and

(B) Approve or disapprove shop drawings, with reasons for disapproval if applicable.

(ii) If the contracting officer approves a shop drawing variation from the contract requirements that is minor or does not impact price or performance time, a contract modification will not be issued. For all other approved variations, the contracting officer must issue a contract modification (see 52.236-21).

(5) If a construction contract needs a modification due to architect-engineer design errors, the contracting officer must—

(i) Assess the architect-engineer's liability, with the advice of technical personnel and legal counsel;

(ii) Seek cost recovery if the amount exceeds administrative costs or if it benefits the Government; and

(iii) Include in the contract file a written statement detailing the recovery decision (see 52.236-23).

(c) Compliance and Reporting.

(1) Contracting officers must ensure compliance with the labor standards requirement of the contract (e.g., payroll reviews, on-site inspections, and employee interviews to determine compliance).

(2) Contracting officers should advise contractors to promptly execute and return any required payment and performance bonds to ensure a notice to proceed is issued to commence work in a timely manner (see part 28).

(3) Contracting officers must, if appropriate, give written consent for the contractor to abandon, without removal, temporary buildings and utilities. (see 52.236-10).

(4) If the contracting officer becomes aware of noncompliance with requirements or conditions that endanger public or Government personnel health or safety, the contracting officer—

(i) Must notify the contractor orally, then in writing, requesting immediate corrective action; and

(ii) May issue a stop-work order if the contractor fails to promptly take satisfactory corrective action. (see 52.236-13).

Part 52 - Solicitation Provisions and Contract Clauses

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[52.236-28 \[Reserved\]](#)

52.236 [Reserved]

52.236-1 [Reserved]

52.236-2 Differing Site Conditions.

As prescribed in 36.101-7(a), insert the following clause:

DIFFERING SITE CONDITIONS (DEVIATION AUG 2025)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) Latent physical conditions or subsurface conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)

(1) The Contracting Officer will investigate the site conditions promptly after receiving such a notice.

(2) If the conditions materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract an equitable adjustment must be made under this clause.

(c) No request for an equitable adjustment to the contract under this clause will be allowed, unless the Contractor has given the written notice required.

(d) No request for an equitable adjustment to the contract for differing site conditions will be allowed if made after final payment under this contract.

(End of clause)

52.236-3 Site Investigation and Conditions Affecting the Work.

As prescribed in 36.101-7(a), insert the following clause:

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION AUG 2025)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) The availability of labor, water, electric power, and roads;

(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) The conformation and conditions of the ground; and

(5) The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before

the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-4 [Reserved]

52.236-5 Material and Workmanship.

As prescribed in 36.101-7(b), insert the following clause:

MATERIAL AND WORKMANSHIP (DEVIATION AUG 2025)

(a)

(1) Equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

(2) References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

(3) The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery, mechanical, and other equipment to be incorporated into the work.

(1) When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment.

(2) When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work.

(i) When requesting approval, the Contractor shall provide appropriate and required information concerning the material or articles.

(ii) When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval are installed or used at the risk of subsequent rejection.

(c) Work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 Superintendence by the Contractor.

As prescribed in 36.101-7(a), insert the following clause:

SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION AUG 2025)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 Permits and Responsibilities.

As prescribed in 36.101-7(c), insert the following clause:

PERMITS AND RESPONSIBILITIES (DEVIATION AUG 2025)

(a) The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

(b) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

(c) The Contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 Other Contracts.

As prescribed in 36.101-7(a), insert the following clause:

OTHER CONTRACTS (DEVIATION AUG 2025)

(a) The Government may award other contracts for work at or near the site of the work under this contract. The Contractor shall cooperate and coordinate with—

(1) Other contractors; and

(2) Government employees.

(b) The Contractor shall adapt scheduling and performance of the work under this contract to accommodate the performance of other contractors. The Contractor's scheduling and performance shall not delay or interfere with the performance of work by other contractors or Government employees.

(End of clause)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.

As prescribed in 36.101-7(a), insert the following clause:

PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION AUG 2025)

(a) The Contractor shall preserve and protect structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so. If any limbs or branches of trees are broken during contract performance, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage and, in the event of damage resulting from non-compliance with this contract or failure to exercise reasonable care in performing the work, shall promptly repair existing improvements and utilities at or near the work site, on adjacent property of a third party, and on or near transportation paths and routes. The Contractor shall repair any damage, including those that are the property of a third party.

(c) If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 Operations and Storage Areas.

As prescribed in 36.101-7(a), insert the following clause:

OPERATIONS AND STORAGE AREAS (DEVIATION AUG 2025)

(a) The Contractor shall confine all activities and operations on site to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(1) Temporary buildings (e.g., storage sheds, shops, offices) and utilities—

(i) May be erected by the Contractor only with the approval of the Contracting Officer; and

(ii) Shall only be built with labor and materials furnished by the Contractor without additional expense to the Government.

(2) The temporary buildings and utilities are the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

(3) The temporary buildings and utilities may be abandoned and need not be removed, with written consent of the Contracting Officer.

(c) The Contractor shall, as prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation.

(End of clause)

52.236-11 Use and Possession Prior to Completion.

As prescribed in 36.101-7(d), insert the following clause:

USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION AUG 2025)

(a) The Government has the right to take possession of or use any completed or partially completed part of the work.

(1) Before taking possession of or using any work, the Contracting Officer will furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use.

(2) Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract.

(3) The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b)

(1) While the Government has such possession or use, the Contractor is relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities".

(2) If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 Cleaning Up.

As prescribed in 36.101-7(a), insert the following clause:

CLEANING UP (DEVIATION AUG 2025)

(a) The Contractor shall keep the work area, including storage areas, in a clean, neat, orderly condition, and free from accumulations of waste materials.

(b) Before completing the work, the Contractor shall remove from the site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government.

(End of clause)

52.236-13 Accident Prevention.

As prescribed in 36.101-7(e), insert the following clause:

ACCIDENT PREVENTION (DEVIATION AUG 2025)

(a) The Contractor shall provide and maintain work environments and procedures that—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the

work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

(3) After receiving the notice, the Contractor shall immediately take corrective action.

(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

52.236-14 Availability and Use of Utility Services.

As prescribed in 36.101-7(f), insert the following clause:

AVAILABILITY AND USE OF UTILITY SERVICES (DEVIATION AUG 2025)

(a) The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract.

(b) Unless otherwise provided in the contract, the Contractor shall pay for all utility costs.

(c) The Contractor, at its expense and in a workmanlike manner, shall install and maintain all necessary temporary connections, distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.

(d) Before final acceptance by the Government, the Contractor shall remove the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 Schedules for Construction Contracts.

As prescribed in 36.101-7(g), insert the following clause:

SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION AUG 2025)

(a)

(1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).

(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.

(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-16 Quantity Surveys.

As prescribed in 36.101-7(h), insert the following clause:

QUANTITY SURVEYS (DEVIATION AUG 2025)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(1) The Government will conduct the original and final surveys and make the computations based on them.

(2)

(i) The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys.

(ii) All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(b) Upon completing a survey, the Contractor shall promptly provide the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, which may be used by the Contracting Officer to determine the amount of progress payments.

(c) Upon completing a survey, the Contractor shall promptly provide the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, which may be used by the Contracting Officer to determine the amount of progress payments.

(End of clause)

Alternate I (APR 1984). If it is determined at a level above that of the Contracting Officer that it is impracticable for Government personnel to perform the original and final surveys, and the Government wishes the Contractor to perform these surveys, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b) The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The

Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

52.236-17 Layout of Work.

As prescribed in 36.101-7(i), insert the following clause:

LAYOUT OF WORK (DEVIATION AUG 2025)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(a) The Contractor shall lay out its work from Government-established base lines and benchmarks provided on the drawings.

(b) The Contractor shall be responsible for all measurements in connection with the layout.

(c) The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required for the layout.

(d) The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer.

(e)

(1) The Contractor shall be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them.

(2) If such marks are destroyed by the Contractor, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-18 Work Oversight in Cost-Reimbursement Construction Contracts.

As prescribed in 36.101-7(j), insert the following clause in solicitations and contracts when cost-reimbursement construction contracts are contemplated:

WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-19 [Reserved]

52.236-20 [Reserved]

52.236-21 Specifications and Drawings for Construction.

As prescribed in 36.101-7(k), insert the following clause:

SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION AUG 2025)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d)

(1) Words, such as, "directed", "required", "ordered", "designated", "prescribed", or words of like import when used, in the specifications or on the drawings are intended to mean the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer.

(2) Words, such as, "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(e) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g)

(1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.

(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i)

(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.

(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

Alternate I (APR 1984). When record shop drawings are required and reproducible shop drawings are needed, add the following sentences to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

Alternate II (APR 1984). When record shop drawings are required and reproducible shop drawings are not needed, the following sentences shall be added to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor shall furnish ____ *[Contracting Officer complete by inserting desired amount]* sets of prints of all shop drawings as finally

approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

52.236-22 Design Within Funding Limitations.

As prescribed in 36.102-4(a), insert the following clause:

DESIGN WITHIN FUNDING LIMITATIONS (DEVIATION AUG 2025)

(a) The Contractor shall accomplish the design services required under this contract to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (d) of this clause.

(1) When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation.

(2) These additional services shall be performed at no increase in the price of this contract.

(3) The Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly provide written notice to the Contracting Officer if it finds that the project will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations.

(1) Upon receipt of such written notice, the Contracting Officer will review the Contractor's revised estimate of construction cost.

(2) The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable,—

(i) Authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (d) of this clause; or

(ii) The Government may adjust such estimated construction contract price.

(c) When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(d) The estimated construction contract price for the project described in this contract is \$_____.

(End of clause)

52.236-23 Responsibility of the Architect-Engineer Contractor.

As prescribed in 36.102-4(b), insert the following clause:

RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract.

(b) The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

(d) The Contractor shall be and remain liable to the Government, in accordance with applicable law, for all damages to the Government caused by the Contractor's negligent performance of any of the services provided under this contract.

(e) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(f) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

52.236-24 Work Oversight in Architect-Engineer Contracts.

As prescribed in 36.102-4(c), insert the following clause:

WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-25 Requirements for Registration of Designers.

As prescribed in 36.102-4(d), insert the following clause:

REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

52.236-26 [Reserved]

52.236-27 [Reserved]

52.236-28 [Reserved]