DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:
CEPR-P (715)

06 APR 2000

MEMORANDUM FOR COMMANDERS/DIRECTORS, ALL USACE COMMANDS

SUBJECT: PARC Instruction Letter 2000-8

1. In accordance with EFARS 1.201-100, this PARC Instruction Letter (PIL), is issued to amend and revise the language in the EFARS.

2. Substitute the enclosed pages as follows:

Remove pages(s)	Insert page(s)
36-0 through 36-9	36-0 through 36-9

3. If the subordinate command prefers to rely on a printed EFARS book (as opposed to the electronic EFARS on the PARC homepage), each substituted page is to be stamp dated on the bottom of the page with the corresponding date of this memorandum. Upon completion of the page removals, addressees are to post the PIL with the regulation. Addressees are also to ensure distribution of this PIL to all staff elements as necessary (i.e. engineering, construction, and legal offices).

4. Questions concerning this PIL should be directed to the EFARS Coordinator, LTC Martin R. Tillman at (202) 761-5452.

FOR THE COMMANDER:

Encl.

BUNNATINE H. GREENHOUSE
Principal Assistant Responsible
for Contracting

CF: Directors/Chiefs of Contracting

PART 36 — CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

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PART 36 — CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

SUBPART 36.1 — GENERAL

36.102 Definitions.

"Metric Ombudsman" as defined by Public Law 104-289, Savings in Construction Act of 1996 is the advocate responsible for reviewing and responding to complaints from prospective bidders, subcontractors, suppliers, or their designated representatives regarding the use of metric standards and materials.

36.104 Policy.

The deputy Assistant Secretary of the Army (OASA(I,L&E)) in a 19 May 1997 memorandum, appointed the USACE PARC (CEPR-ZA) as the DA Metric Ombudsman and the Chief of Contracting Policy Division, Office of the PARC (CEPR-P), USACE as the alternate DA Metric Ombudsman. This responsibility extends to the U.S. Army Reserve (USAR) and the Army National Guard (ARNG) projects under the execution of USACE. The Metric Ombudsman is to enforce PL 104-289 and both DOD metric design policy by offering prime contractors the option of using metric concrete masonry units and recessed lighting fixtures or inch-pound substitutes so that the selection can be based on the total installation price.

SUBPART 36.2 — SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION

36.201 Evaluation of contractor performance.

(a) Preparation of Performance Evaluation Reports.

(1) The contracting officer shall notify the contractor at the pre-construction conference of the elements that will be used to evaluate performance. This notification shall be documented in the contract file. Documentation to support the evaluation shall be collected and evaluated throughout the span of the contract.

(3)(a) An interim performance evaluation shall be prepared on contracts where a contractor's performance has been generally unsatisfactory for any element for a period of three months, or as appropriate. A new evaluation need not be prepared if unsatisfactory performance continues for additional periods, but the files should be fully documented. An interim performance evaluation shall also be prepared whenever the contractor's performance has been unsatisfactory for any period that could affect overall contract performance. An interim performance evaluation shall be submitted in the same manner as for completed contracts.

(b) Prior to issuance of an interim unsatisfactory evaluation, the contractor shall be advised of the basis for the evaluation and offered an opportunity to submit comments.

(c) After the issuance of an interim unsatisfactory rating, the ACO shall continue to document and to re-evaluate the contractor's performance. Documentation used in the re-evaluation process shall address all new instances of unsatisfactory performance, as well as efforts made by the contractor to improve performance deficiencies. Should the contractor's performance on any evaluation element change, the original interim rating may be amended with a written addendum which reflects the change.

(d) The final report may be supplemented or amended as necessary through the contract closeout and warranty period to reflect changes in the evaluation of performance elements caused by resolution of contractor claims or compliance with warranty requirements.

(e) Following issuance of a final unsatisfactory evaluation, the contracting officer shall promptly assess the circumstances to determine whether pursuit of a suspension or debarment action under FAR Subpart 9.4 is appropriate. The contracting officer's rationale for or against such an action shall be documented in writing.

36.203 Government estimate of construction costs

a. The Office of the Assistant Secretary of the Army (Research, Development and Acquisition) granted USACE a class deviation (96-DEV-8, dated 02 Dec 1996) raising the threshold for independent government estimates (IGE) for construction modifications from $25,000 to $100,000. An IGE

shall be prepared for all construction modifications below $100,000 or more. An IGE for construction modifications below $100,000 is optional. This deviation is approved for three years from the above date or until FAR 36.203 is changed, whichever comes first.

36.203-100 Civil works contracts.

(a) Government estimates shall be based on the estimated comparable cost of doing the work by Government plant (see 33 USC 624) under the following conditions:

(1) if suitable Government plant is reasonably available for use within the time limits that would be allowed a contractor, or

(2) if, in the judgment of the commander, the work could be done at a reasonable cost with plant purchased or leased for the project and if the commander is prepared, if bids are rejected, to recommend doing the work with Government plant and labor.

(b) In estimating the cost of doing the work under (a)(1) above, proper charges for labor and materials, plant depreciation, all supervision and overhead expenses, and interest on the capital invested in the Government plant shall be taken into account (the rate of interest shall not exceed the maximum prevailing rate being paid by the Government on current issues of bonds).

(c) Under any other conditions, Government estimates shall be based on the fair and reasonable estimated cost of a well-equipped contractor doing the work. Proper charges for labor and materials, plant depreciation, all expenses for supervision, overhead, worker's compensation, general liability insurance, and interest on capital invested in plant shall be taken into account. An allowance for profit shall not be included.

36.203-102 Revision of Government estimate.

When the Government estimate is changed during or subsequent to conferences or negotiation, the basis for the revision or changes in price or prices shall be fully explained and documented in the price negotiation memorandum.

36.205 Statutory cost limitations.

(a) In accordance with 33 U.S.C. 622 and 624, no civil works construction contract shall be awarded if the contract price exceeds the Government estimate prepared in accordance with 36.203-100 by more than 25 percent.

36.205-100 Cost limitations in military construction contracts.

(a) Award of a contract for military construction shall be approved by the District Commander when the lowest qualifying bid exceeds the Government's estimate by more than 15 percent. The estimate shall include an allowance for contractor profit.

(b) Military installation support for O&M construction. Installation Commander or designee approval shall be obtained prior to award of a contract if the proposed contract price exceeds (1) the Government estimate by more than 15 percent, or (2) the funds initially made available by the installation.

36.209 Construction contracts with architect-engineer firms.

Division commanders are authorized to approve the award of a construction contract to the firm that designed the project. Approval must be obtained prior to publicly announcing the required A-E services and the announcement must state that a construction contract may be awarded to the firm that designed the project, its subsidiaries or affiliates. Approval, but not public announcement, is required to modify an A-E contract to correct a construction deficiency resulting from the A-E firm's design error or omission.

36.213 — Special procedures for sealed bidding in construction contracting

36.213-2 Presolicitation notices.

(a) Effective 1 January 2000, Federal Acquisition Regulation 36.213-2, Presolicitation

Notices are waived for all construction contracts which are synopsized electronically through the online Commerce Business Daily (CBD) and/or District web pages posted on the internet.

36.271 Cost-plus-fixed-fee contracts.

Requests to use cost-plus-fixed-fee contracts for construction or A-E services funded by annual military construction appropriations shall be forwarded to HQUSACE, ATTN: CEPR, through normal command channels. See FAR 16.306(c)(2) and DFARS 236.271.

SUBPART 36.5 — CONTRACT CLAUSES

36.516 Quantity surveys.

36.516-100 Hydrographic quantity surveys.

The clause at FAR 52.236-16 shall be used for dredging or underwater material placement when payment is to be based on quantity surveys. Alternate I of clause 52.236-16 may be used only in exceptional circumstances with the prior approval of the Commander. The preferred methods of performing hydrographic quantity surveys (in descending order) are as follows:

(1) The Government shall perform quantity surveys by using qualified in-house survey crews, if available.

(2) The Government shall provide quantity surveys by contracting directly with qualified independent hydrographic survey contractors.

(3) The Government shall permit, in exceptional circumstances only, the use of the dredging contractor's surveys if the contracting officer determines that such surveys are adequate and reasonable for payment purposes, and a Government inspector, qualified in hydrographic surveying, is present during the collection of the survey data.

36.570 Additional provisions and clauses.

(b)(2) Director/Chief of Contracting are hereby authorized, without power of redelegation, to approve the use of either of the clauses at DRARS 252.236-7003 (Payment for Mobilization and Preparatory work), or DRARS 252.236-7004 (Payment for Mobilization and Demobilization) in solicitations and contracts for construction.

36.5100 Plant and material removal after contract termination.

Insert the clause at 52.236-5000, Plant and Material Removal after Contract Termination, in solicitations and contracts when a civil works "continuing contract" (see 32.703-2-100) that also contains the clause at DFARS 252.236.7003, Payment for Mobilization and Preparatory Work, is contemplated.

SUBPART 36.6 — ARCHITECT-ENGINEER SERVICES

36.600-90 Authority for architect-engineer contracting.

Only operating divisions, centers and districts are authorized to procure A-E services. Other USACE commands will obtain contracting support for A-E services from a center or district.

36.601 Policy.

36.601-3 Applicable contracting procedures.

(S-100) The Directors/Chiefs of Contracting may, at their discretion, designate individuals to purchase A-E services by Government credit card. Only small business firms may be used (provided there are at least three highly qualified small businesses that can perform the work) and A-E selection must be conducted in accordance with FAR 36.602 and its supplements. The short selection process in 36.602-5 may be used.

36.601-3-90 Applicable contracting procedures.

(a) Indefinite delivery contracts (IDCs) for A-E services may only be used if one or more of the following conditions applies --

(1) The cost to procure the required A-E services individually through normal selection procedures is

uneconomical compared to the cost of the A-E services themselves;

(2) The time required to procure the required A-E services individually through normal selection procedures will cause an unacceptable delay in fulfilling the requirements;

(3) Technical continuity among related requirements is essential; or

(4) Significant cost savings in contract price and/or contract administration will accrue by having a single A-E contractor perform several similar requirements.

(b) Each contracting office will develop an annual acquisition strategy covering A-E IDCs. The strategy will compare the anticipated workload (which may be based on historical trends) to the capabilities and remaining capacities of current IDCs, and demonstrate the need for new IDCs and include the analysis in (e) below. The strategy will assure a mix of large and small IDCs of various types to provide meaningful opportunities for small business A-E firms to compete. The strategy will be fully staffed (see 7.102). See 16.504(c)(1)(S-100) regarding multiple awards of A-E IDCs. Multiple awards should not be made unless all firms are technically equal and ranked as most highly qualified.

(c) The scope of each IDC will be as specific as possible, rather than a broad range of A-E services, to permit a proper Brooks A-E Act selection of the most highly qualified firm.

(d) The contract amount for the base period and any option period shall not exceed $1,000,000 each. The contract base period and any option period(s) shall not exceed one year each.

(e) The contract amount should not be arbitrarily fixed at the maximum authorized amounts. Rather, the contract amount should be established on a case-by-case analysis considering the type of work, anticipated workload, effects on competition, and, in coordination with the deputy for small business, the ability of small business A-E firms to compete for the contract. Document this analysis and coordination in the contract file for the particular IDC or in the annual IDC acquisition strategy.

(f) Individual task orders shall not exceed the annual contract amount. In addition, for any task order expected to exceed $500,000, document the contract file to justify why a task order was used instead of publicly announcing the requirement. A task order shall provide for a complete and usable product.

(g) Oral orders ordinarily should not be used (see FAR 16.505(a)(4)).

(h) When two or more A-E IDCs contain the same or overlapping scopes of work such that a particular task order might be issued under more than one of the contracts, the public announcement and the contracts shall state the criteria to be used in allocating orders among the contracts. Appropriate criteria include performance and quality of deliverables under the current IDCs, current capacity to accomplish the order in the required time, uniquely specialized experience, equitable distribution of work among the contractors, and other relevant factors. Price shall not be used as a criterion. Document the contract file to justify the basis for issuing a task order under a particular IDC when two or more IDCs contain the same or overlapping scopes of work. See 16.505(b)(4).

(i) The contracting officer may include options (see FAR 17.2 Options) for up to two additional periods (up to four additional periods for surveying and mapping services in direct support of a single construction contract) provided --

(1) The option(s) is publicized with the basic contract requirement in accordance with FAR Part 5;

(2) The scope of work under the option(s) is specified in the basic contract;

(3) The prices for services under the option(s) are specified in the basic contract; and

(4) There is a reasonable anticipation of the need for similar services beyond the basic contract period.

(j) Requests for individual or class waivers to the monetary limits and number of option periods in (d) or (i) may be submitted for approval, provided --

(1) The basis for the waiver is justified by a formal or informal acquisition plan (see 7.103(c)(S-100)) and is supported by quantitative information concerning specific anticipated requirements.

(2) The approval is obtained prior to the due date for SFs 254 and 255.

(3) For waivers of the limit on the number of option periods only, the need for continuity of services for the additional period(s) clearly outweighs the adverse impacts on competition.

(k) Waivers may be approved prior to the due date for SFs 254 and 255 as follows:

(1) By the Division Director of Contracting, for increases in the contract amount up to 100 percent.

(2) By the PARC, for greater increases in the contract amount or for any increases in the number of option periods.

(l) Waivers approved after the issuance of the CBD announcement must be reflected in an amended or reissued CBD announcement.

(m) Waivers after the due date for SFs 254 and 255 require J&As in accordance with FAR 6.303 and 6.404.

(n) Neither a waiver nor a J&A is required to exercise a contract option before the expiration of the base contract period (or preceding option period), if the contract amount for the base period (or preceding option period) has been exhausted or nearly exhausted, and this possibility is so indicated in the public announcement and the contract.

(o) See EFARS 16.504 (a)(1) regarding the minimum quantity for IDC.

(p) The USACE procuring contracting officer shall provide written instructions to the installation contracting officer and facilities engineering personnel regarding the limitations and procedures for the negotiation, issuance and administration of task orders. These instructions will address USACE and installation responsibilities under FAR 36.604, 36.605, 36.606, 36.608, 36.609-1, and 36.609-2, and DFARS 236.606-70.

36.601-4 Implementation.

(a)(4)(A) In USACE "surveying and mapping services" includes activities associated with measuring, locating and preparing maps, charts, or other graphical or digital presentations depicting natural and man-made physical features, phenomena, and legal boundaries of the earth, such as:

(1) Topographic Engineering Surveying, which includes acquisition of topographic oriented surveying and mapping data for design, construction, master planning, operations, as-built conditions, precise structure stability studies utilizing conventional and electronic instrumentation, photogrammetric, remote sensing, inertial, satellite, and other survey methods as applicable.

(2) Hydrographic Engineering Surveying, which includes acquisition of hydrographic oriented surveying and mapping data for design, construction, dredging, master planning, operations, and as-built conditions utilizing conventional and electronic instrumentation, and photogrammetric, remote sensing, inertial, satellite, side scan sonar, subbottom profiling, and other surveying methods as applicable.

(3) Land Surveying, which includes property and boundary surveys, monumentation, marking and posting, preparation of tract descriptions, etc., utilizing conventional, electronic instrumentation, photogrammetric, inertial, satellite, and other survey methods as applicable.

(4) Geodetic Surveying, which includes 1st, 2nd, and 3rd order horizontal and vertical control surveys, geodetic astronomy, gravity and magnetic surveys utilizing conventional, electronic instrumentation, photogrammetric, inertial, satellite, and other survey methods as applicable.

(5) Cartographic Surveying, which includes acquisition of topographic and hydrographic oriented surveying and mapping data for construction of

maps, charts, and similar products for general use other than those for engineering, construction, and/boundary or geodetic purposes - utilizing conventional and electronic instrumentation, photogrammetric, inertial, satellite, and other survey methods as applicable.

(6) Mapping, charting, and related geospatial database development, which includes the design, compilation, digitizing, attributing, scribing, drafting, printing and dissemination of printed or digital map, chart, and related geospatial database products associated with planning, engineering, operations, and related real estate activities utilizing photogrammetric, geographic information systems, and other manual and computer assisted methods as applicable.

(7) Technical Operations, such as aerial photography, are not considered surveying and mapping services unless they are an integral part of a broader-scoped contract that results in a surveying or mapping product.

(B) The performance of surveying and mapping services will not be limited to registered or licensed architect-engineer firms, but will also include surveying and mapping professionals such as licensed surveyors, geodesists, and cartographers.

36.602 Selection of firms for architect-engineer contracts.

(S-100) Advance selection process.

(i) General. If two or more architect-engineer (A-E) contracts for the same type of work are reasonably anticipated in a given period in a particular geographic area, a single synopsis and selection process covering that type of work may be conducted prior to receiving specific authorization for any work of that type. The contracts must have similar requirements such that generally the same firms would have been interested and selected if the contracts were synopsized and selected individually. Contracts resulting from such a synopsis may be awarded for a period of up to one year after the date of selection approval.

(ii) Synopsis and Selection. The synopsis will indicate that none of the projects are yet authorized and that funds are not presently available. All of the selected firms must be technically equal, based on the primary selection criteria (professional qualifications, specialized experience and technical competence, knowledge of the locality, capacity and past performance). The ranking of the selected firms must be based only on secondary factors (geographic proximity, extent of small business participation and equitable distribution of work). The selected list of firms must be used for all work of the designated type during the period stated in the public announcement. Separate synopsis for the specific contracts for this type of work shall not be issued later unless specifically identified as excluded in the advance selection synopsis.

(iii) Negotiation. When the first contract for the designated type of work is authorized, negotiations shall begin with the top ranked firm. When a subsequent contract is authorized or negotiations on a previously authorized contract have not been successful, negotiations shall begin with the next ranked firm that has not been offered a contract for negotiation. If the list of ranked firms is exhausted, the negotiations cycle shall begin again with the top ranked firm.

36.602-2 Evaluation boards.

(a) USACE commanders are authorized to appoint preselection and selection evaluation boards for all contracts, but only preselection boards for medical and medical research facilities. The Chief, Engineering Division, Directorate of Military Programs, HQUSACE, is authorized to appoint selection boards for medical and medical research facilities. All USACE Federal and non-Federal customers may be invited to nominate representatives as members of the evaluation boards for their projects. The customer representative(s) shall be appointed by the respective evaluation board chairperson, and voting representative(s) shall meet the qualifications in FAR 36.602-2(a).

(S-100) The purpose of a preselection board is to recommend to the selection board only the highly qualified firms that have a reasonable chance of being

considered as most highly qualified by the selection board.

36.602-4 Selection authority.

(a)(i) The Director of Military Programs, HQUSACE, shall be the selection authority for all medical and medical research facilities.

(ii) Division commanders and deputy division commanders shall be the selection authority for all contract actions except medical and medical research facilities. This authority may only be redelegated as follows:

(a) Division commanders may redelegate their selection authority to the division director of engineering or comparable position.

(b) Division commanders may redelegate their selection authority to district commanders and deputy district commanders for all contract actions where the estimated contract price, including options, does not exceed $3,000,000.

(c) District commanders may redelegate their selection authority to the district chief and assistant chief of engineering for all contract actions where the estimated contract price, including options, does not exceed $500,000.

(iii) Selections approved in accordance with this section comply with the special approval requirements of DFARS 236.602-4(a)(ii).

36.602-5 Short selection process for contracts not to exceed the simplified acquisition threshold.

(a) Selection by the Board. One person with the appropriate expertise may constitute the selection board for an A-E selection which does not exceed the micro-purchase threshold. A brief selection report (1 paragraph) will be prepared for the file listing at least three most highly qualified firms that were considered and the reason(s) the firm selected for negotiations was the highest qualified.

36.603 Collecting data on and appraising firms's qualifications.

(b) All SFs254 and 255 received from firms in response to a CBD synopsis or other public announcement shall be retained at least 30 days after the last debriefing is held. Only the SFs 254 and 255 of the selected firms (see FAR 36.602-4(b)) need to be retained in the contract files to satisfy the requirements of FAR 4.803(a)(10).

36.604 Performance evaluation.

(a) The performance evaluation process shall be discussed in detail with an A-E firm during contract negotiations and this discussion recorded in the price negotiation memorandum. A firm shall be kept apprised of the quality of its work throughout contract performance by means of discussions, correspondence, and interim evaluations.

(S-100) Indefinite-delivery contracts. Prepare an interim cumulative evaluation at the end of each contract period, but at least annually, that covers all task orders completed under the contract to date. Prepare a final evaluation when all task orders have been completed, or within 6 months of the contract expiration, whichever occurs first. An evaluation shall be prepared for any individual task order over $500,000, including after construction if applicable.

(3) An interim evaluation should be prepared at any time the A-E's performance is unsatisfactory (overall rating below average or poor) during the design or construction phases. Any interim evaluation shall be sent to the Architect-Engineer Contract Administration Support System (ACASS; see DFARS 236.201(c)). Interim unsatisfactory evaluations in ACASS will be replaced by the final evaluation for that phase of work. The final evaluation will record the issuance of the interim evaluation(s) and the actions taken by the firm to remedy the deficiencies.

(4) The contracting officer shall notify a firm in writing of the Government's intent to issue an interim or final unsatisfactory performance evaluation. Include the proposed evaluation with documentation supporting the basis for the evaluation and offer an opportunity to comment. The firm shall also be advised of its right to appeal its evaluation in accordance with ER 715-1-17, Architect-Engineer Performance Evaluations. The firm may appeal an

unsatisfactory rating to the District Commander (or the Director of Engineering for an operating division or center). If the District Commander determines that a rating of below average is appropriate, the rating is final. If the District Commander determines that a rating of poor is appropriate, the firm may appeal the determination to the Division Commander. The determination of the Division Commander is final. Unsatisfactory interim or final evaluations that are contested by a firm shall not be sent to ACASS until the appeal process has been completed.

(c) A copy of each performance evaluation shall be sent to the firm, to ACASS, and included in the official contract file.

36.605 Government cost estimate for architect-engineer work.

(a) The intent of a Government estimate is to determine a price for the required work that is fair and reasonable to the Government. Except for a task order, an estimate shall be prepared independently of any cost or pricing data provided by the firm, and will use labor and overhead rates representative of the class of A-E firms that have been selected as most highly qualified to perform the required work. Class factors include firm size, market area, specialization and capabilities. For example, rates for national "top 100" firms would be used for the design of a major military command headquarters, while the rates for local, medium-to-small size firms would be used for the design of a maintenance building. A Government estimate for a task order will use the labor, overhead and other rates established in the indefinite delivery contract.

36.606 Negotiations.

36.606-70 Statutory fee limitation.

(c) The following are examples of services that, for the purpose of this section only, are not considered an integral part of the preparation of designs, plans, drawings, and specifications, and may be excluded from the A-E fee when determining compliance with the statute.

(i) Initial site visits.

(ii) Field, topographic, property, boundary, utility, and right-of-way surveys.

(iii) Subsurface explorations and borings; soils and materials testing and resultant reports.

(iv) Feasibility, functional, and economic studies.

(v) Flow gaugings, model testing.

(vi) Preparation or verification of as-built drawings.

(vii) Preparation of general and development criteria.

(viii) Preparation of general and feature design memoranda.

(ix) The services of consultants, where not specifically applied to the preparation of designs, plans, drawings or specifications.

(x) Preparation of environmental impact assessments, statements, and supporting data.

(xi) Construction phase services.

(xii) Models, renderings, or photographs.

(xiii) Reproduction of designs for review purposes.

(xiv) Travel and per diem allowances in connection with services that are not directly related to the preparation of designs, plans, drawings, or specifications.

36.607 Release of information on firm selection.

(a) The selection board chairperson shall notify, in writing or electronically, all firms of their selection status within 10 days after approval of the selection. Notifications shall not be made after a preselection board. The notification shall indicate to the firm that it is:

(i) The hightest rated,

(ii) Among the most highly qualified firms but not the highest rated, or

(iii) Not among the most highly qualified firms.

The notification shall also inform each firm that it may request a debriefing in accordance with paragraph (b) below. Within 10 days after contract award, all remaining most highly qualified firms shall be so notified.

(b) A written or electronic request for a debriefing must be received by the selection chairperson within 10 days after the date on which the firm received the notification. Debriefing should occur within 14 days after receipt of the written request, unless impractical and the reason is documented in the contract file. Debriefing will be conducted by the selection board chairperson or his/her designee.

36.609 Contract clauses.

36.609-1 Design within funding limitations.

(c) Insert this clause in indefinite-delivery contracts, when applicable. In place of a specific construction funding limitation, insert "as specified in individual task orders."

(c)(1) Commanders are authorized to make the determination.

36.609-2 Redesign responsibility for design errors or deficiencies.

(b) Insert this clause in indefinite-delivery contracts.

36.609-3 Work oversight in architect-engineer contracts.

Insert this clause in Indefinite-delivery contracts.

36.609-4 Requirements for registration of designers.

Insert this clause in indefinite-delivery contracts.

36.702 Forms for use in contracting for architect-engineer services.

(a) Use Standard Form 252 also to award indefinite-delivery contracts for architect-engineer services.