

3536.571

3532.111(a)(7), the clause at 3552.232-72, Presentation of Statement of Release from Claims, as prescribed at 3532.806(a), and the clause at 3552.232-73, Invoices, as prescribed at 3532.111(a)(8);

(k) The clause at 3552.236-73, Scope of Work, in all solicitations and contracts for construction;

(l) In addition to FAR clause 52.236-10, Operations and Storage Areas, the clause at 3552.236-74, Work Sites, Yards, Shops, and Offices, when a fixed-price construction contract is contemplated;

(m) The clause at 3552.236-75, Work Time Limitations, in all solicitations and contracts for construction;

(n) In lieu of FAR clause 52.236-13, Accident Prevention, insert the clause at 3552.236-76, Accident Prevention, when a fixed-price construction contract is contemplated;

(o) The clause at 3552.236-77, Working in Confined Spaces, when the contracting officer anticipates that the contractor may have to work in confined or enclosed spaces;

(p) The clause at 3552.236-78, Safety Sign, when the contracting officer determines that the location of the work site warrants its inclusion;

(q) The clause at 3552.236-79, Protection of Material and Work, in all solicitations and contracts for construction;

(r) The clause at 3552.236-80, Toilet Facilities, when the contracting officer determines that the location of the work site warrants its inclusion;

(s) The clause at 3552.236-81, Drinking Water, when the contracting officer determines that the location of the work site warrants its inclusion;

(t) In addition to FAR clause 52.236-15, Schedules for Construction Contracts, the clause at 3552.236-82, Contract Bid Breakdown, when a fixed-price construction contract is contemplated and the period of actual work performance is expected to exceed 60 days;

(u) In addition to FAR clause 52.236-21, Specifications and Drawings for Construction, and FAR clause 52.236-5, Material and Workmanship, the clauses at: 3552.236-83, Descriptive Data and Correspondence, 3552.236-84, Instruction Books, and 3552.236-85, Record Drawings, when a fixed-price construction contract is contemplated;

48 CFR Ch. 35 (10-1-00 Edition)

(v) The clause at 3552.236-86, Restricted Areas, when the contracting officer anticipates that any portion of the contract work may have to be performed in a restricted area;

(w) The clause at 3552.243-70, Modification Proposals—Price Breakdown, as prescribed at 3543.205;

(x) The clause at 3552.244-70, Subcontractors, in all solicitations and contracts for construction;

(y) The clause at 3552.236-87, Surplus Space, in all solicitations and contracts for construction. The clause may also be used in solicitations and contracts for supplies or services if the contracting officer determines that its use is appropriate.

(z) The clause at 3552.209-71, Organizational Conflict of Interest, as prescribed at 3509.508-2.

3536.571 Special Panama Canal Commission form.

Panama Canal Form 3062, Submittal Data For Approval, shall be used by contractors as a transmittal document when data and/or samples are to be submitted for the contracting officer's approval pursuant to FAR clause 52.236-5 or clause 3552.236-83 of this regulation.

Subpart 3536.6—Architect-Engineer Services

3536.602 Selection of firms for architect-engineer contracts.

3536.602-2 Evaluation boards.

(a) The Panama Canal Commission Architect-Engineer Evaluation Board is established as a central board within the Commission under authority delegated to the Director, Engineering and Construction Bureau. The Board shall perform all Commission architect-engineer evaluations, data collection, and files maintenance. The Commission Board shall be composed of not less than three nor more than five voting members and one non-voting advisory member from the contracting office. The following constitutes the minimum composition of the Board:

(1) Member and Chairman—A designee of the Chief, Engineering Division;

Panama Canal Commission

3536.606-70

(2) Member—A professional engineer or architect from a division of one of the Commission's other bureaus, to be designated by the Chairman;

(3) Member—A program official initiating the requirement or a designated representative; and

(4) Advisory Member—A contracting officer or representative.

(b) The Chief, Engineering Division may appoint additional voting members as may be appropriate for a particular project.

(c) In the event of an emergency or extended absence, a member may designate, in writing, with the concurrence of the Chairman, an alternate experienced in architecture, engineering, or construction to serve in the member's absence.

(d) The duties of the advisory member shall include, but not be limited to, assuring that—

(1) The criteria set forth in the public notice are applied in the evaluation process; and

(2) Actions taken during the evaluation process do not compromise subsequent procurement actions.

3536.602-4 Selection authority.

The Director, Engineering and Construction Bureau shall serve as the Commission's selection authority for the evaluation board.

3536.602-5 Short selection processes for contracts not to exceed \$10,000.

Both short selection processes permitted by FAR 36.602-5 are authorized.

3536.604 Performance evaluation.

Evaluation of architect-engineer contracts shall be in accordance with the procedures prescribed in 3536.201, except that SF 1421, Performance Evaluation (Architect-Engineer), shall be used in lieu of SF 1420, and that a copy of the performance evaluation shall be provided to the Architect-Engineer Evaluation Board for its files pursuant to FAR 36.604(c).

3536.605 Government cost estimate for architect-engineer work.

(b) The overall amount of the Government's cost estimate shall not be disclosed under any circumstance to persons other than Government per-

sonnel whose official duties, in the judgment of the contracting officer, require knowledge of the estimate.

3536.606 Negotiations.

(a) Negotiations shall be conducted with the first selected architect-engineer until a price which is fair and reasonable and not in excess of the Government estimate, revised to correct errors of fact or judgment, has been obtained. When the negotiations result in a price in excess of the Government estimate, as revised, the contracting officer shall terminate the negotiations and request a proposal from the architect-engineer next in order of preference.

(1) In no event shall a contract for architect-engineer services for the preparation of designs, plans, drawings and specifications exceed the statutory limitation of six percent (6 percent) of the estimated construction costs of the project. If the contract also covers any type of services other than the preparation of designs, plans, drawings and specifications, the part of the contract price for such other services shall not be subject to the six percent (6 percent) limitation.

3536.606-70 Modifications.

When a modification involves work not initially included in the contract, the limitation on the total contract price set forth in 3536.606(a)(1) is applicable, as applied to the revised total estimated construction costs. When redesign is required and the contract is modified, the following method shall be used to insure that the six percent (6 percent) statutory limitation is not exceeded:

(a) The estimated construction cost of the redesigned features will be added to the original estimated construction cost;

(b) The contract cost for the original design will be added to the contract cost for redesign; and

(c) The total contract design cost obtained by paragraph (b) of this subsection will be divided by the total construction cost obtained by paragraph (a) of this subsection. The resulting percentage may not exceed the six percent (6 percent) statutory limitation.