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Subpart 36.6—Architect-Engineer Services

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Subpart 36.7—Standard and Optional Forms for Contracting for Construction, Architect-Engineer Services, and Dismantling, Demolition, or Removal of Improvements.

- 36.700 Scope of subpart.
- 36.701 Standard and optional forms for use in contracting for construction or dismantling, demolition, or removal of improvements.
- 36.702 Forms for use in contracting for architect-engineer services.

AUTHORITY: 40 U.S.C. 121(c); 10 U.S.C. chapter 137; and 42 U.S.C. 2473(c).

SOURCE: 48 FR 42356, Sept. 19, 1983, unless otherwise noted.

36.000 Scope of part.

This part prescribes policies and procedures peculiar to contracting for construction and architect-engineer services. It includes requirements for using certain clauses and standard forms that apply also to contracts for dismantling, demolition, or removal of improvements.

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Subpart 36.1—General

36.101 Applicability.

(a) Construction and architect-engineer contracts are subject to the requirements in other parts of this regulation, which shall be followed when applicable.

(b) When a requirement in this part is inconsistent with a requirement in another part of this regulation, this part 36 shall take precedence if the acquisition of construction or architect-engineer services is involved.

(c) A contract for both construction and supplies or services shall include (1) clauses applicable to the predominant part of the work (see subpart 22.4), or (2) if the contract is divided into parts, the clauses applicable to each portion.

[48 FR 42356, Sept. 19, 1983, as amended at 57 FR 55471, Nov. 25, 1992; 58 FR 12140, Mar. 2, 1993]

36.102 Definitions.

As used in this part—

Contract is intended to refer to a contract for construction or a contract for architect-engineer services, unless another meaning is clearly intended.

Design means defining the construction requirement (including the functional relationships and technical systems to be used, such as architectural, environmental, structural, electrical, mechanical, and fire protection), producing the technical specifications and drawings, and preparing the construction cost estimate.

Design-bid-build means the traditional delivery method where design and construction are sequential and contracted for separately with two contracts and two contractors.

Design-build means combining design and construction in a single contract with one contractor.

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

Plans and specifications means drawings, specifications, and other data for and preliminary to the construction.