

3552.236-84

file or for a manufacturer, the Contractor shall submit sufficient additional samples to permit the desired distribution. Samples approved or rejected will be returned to the Contractor only at the Contractor's request and expense.

(v) Samples selected will be tested in accordance with the requirements of the applicable material specifications. If a sample fails to meet specification requirements, the cost of testing shall be at the expense of the Contractor. Failure of samples to pass specified requirements will be sufficient cause for refusal to consider for this work any further samples from the manufacturer whose materials have failed to pass the required tests.

(c) *Submittals*: Each submittal shall be accompanied by the required number of Panama Canal Form 3062, Submittal Data For Approval, fully executed and certified by the Contractor. When possible, a single transmittal shall be used for all work of a section of the specifications, but in no instance shall a transmittal include work of more than one section. Each copy of each item submitted for approval shall also be properly identified as to the subject matter indicated thereon, the item of equipment or material to which it pertains, and the contract number under which it is submitted. Each point of difference between the proposed equipment or material and the specified equipment or material shall be clearly indicated on the submittal. The submittals shall be complete and shall be checked by both the materials or equipment supplier and the Contractor, and shall contain all required and necessary detailed information. Fabrication of the equipment and construction where involved shall not start until the submittals have been approved.

(d) If approved by the Contracting Officer, each copy of the submittal will be identified as having received such approval by being stamped either "Approved" or "Approved as Noted", and one set will be returned to the Contractor. Such approved submittals need not be resubmitted. If, however, the set returned to the Contractor is stamped "Disapproved", such submittal shall be resubmitted as expeditiously as possible. If the Contractor desires to have more than one copy returned for the Contractor's use, the Contractor must increase the number of copies submitted accordingly and must so indicate on the transmittal form.

(e) The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that, in general, the materials, equipment, system, arrangement, detailing and method of construction are satisfactory. Approval will not relieve the Contractor of the responsibility for any error or omission which may exist, and the Contractor shall be responsible for the dimensions and design of adequate connections, details, satisfactory construc-

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

tion, installation and operation of all work in accordance with the contract provisions. Approval shall be subject to final, in-place inspection of the work.

(End of clause)

3552.236-84 Instruction Books.

As prescribed in 3536.570(u), insert the following clause:

INSTRUCTION BOOKS (JAN 1990)

The Contractor shall deliver to the Contracting Officer nine (9) copies (unless otherwise specified) of all instruction books as called for under the various sections of the Technical Conditions. The instruction books shall be submitted and approved before work can be started on installation of the equipment to which they pertain. Each copy of the instruction books shall provide legible, complete and clear instructions, descriptions and data for installation, operation, maintenance and repair of the equipment as well as replacement parts lists. Each copy of an instruction book shall be bound in separate durable covers. Method of binding shall be post type or equivalent to permit insertion of replacement pages. Ring or spiral type loose leaf binders are not acceptable. Each copy shall be properly and indelibly identified with the name of the project, the contract number, and the name and location of the equipment to which it pertains.

(End of clause)

3552.236-85 Record Drawings.

As prescribed in 3536.570(u), insert the following clause:

RECORD DRAWINGS (JAN 1990)

The Contractor shall, during the progress of the work, keep a careful and current record, on a separate set of contract drawings, of all changes and corrections from the layouts shown on the drawings. These drawings shall be available for inspection at all times at the work site indicated by the drawings. If the Contracting Officer determines that the record drawings are seriously out of date, the Contracting Officer may require the Contractor to cease physical work on the portion of the work covered by the drawings until the drawings are brought up to date. Any costs of delays resulting from such actions by the Contracting Officer shall be borne by the Contractor. Upon completion, the Contractor shall revise one set of prints of contract drawings, furnished by the Contracting Officer, showing the work as actually constructed. These drawings shall be delivered to the Contracting Officer within 14 calendar days after receipt of the "Acceptance of Work" letter. All revisions made to

Panama Canal Commission

3552.244-70

the contract drawings shall be shown so that they stand out against the unchanged items in the drawing.

(End of clause)

3552.236-86 Restricted Areas.

As prescribed in 3536.570(v), insert the following clause:

RESTRICTED AREAS (JAN 1990)

(a) If any of the work is located within a restricted area (such as locks areas, power stations, water purification plants, pump stations, and industrial areas), installation clearances, at no cost to the Contractor, will be required for all employees who must work in the restricted area. The Contractor shall submit to the Contracting Officer a listing of all employees to be cleared. The listing should be submitted at least 15 days before the anticipated starting date and should include the full name and cedula or identification card number of each employee and must be in alphabetical order.

(b) Employees of the Contractor must carry their cedulas or identification cards at all times and produce them upon request of authorized personnel. The Contractor shall ensure that the Contractor's employees remain in the immediate area of work and do not wander indiscriminately about the restricted areas.

(End of clause)

3552.236-87 Surplus Space.

As prescribed in 3536.570(y), insert the following clause:

SURPLUS SPACE (JAN 1990)

Surplus space in Commission buildings, facilities, or land areas may be rented by Commission contractors, or by subcontractors through and in the name of a Commission contractor, for use in support of contract performance upon a written request by the Contractor to the Contracting Officer. The request shall include specific information regarding the location desired, the number of square feet required, and the type of activities to be conducted. If the request is accepted, the space assignment will be administered under the terms of a "Letter of Authorization" (LOA). Failure by the Contractor to comply with any of the terms of the LOA, or to completely remove itself from the rented space after the Contracting Officer has advised the Contractor that the LOA is terminated, shall be construed as a violation of this contract clause and shall entitle the Contracting Officer to take whatever action is appropriate under the con-

tract, including termination for default and the withholding of final payment.

(End of clause)

3552.243-70 Modification Proposals—Price Breakdown.

As prescribed in 3543.205 insert the following clause:

MODIFICATION PROPOSALS—PRICE BREAKDOWN (JAN 1990)

The Contractor shall furnish an itemized price breakdown, as required by the Contracting Officer, with the Contractor's proposal in connection with a contract modification. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract and overhead costs as well as profit, and shall cover all work involved to accomplish the modification, whether deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by such date as may be specified by the Contracting Officer.

(End of clause)

3552.244-70 Subcontractors.

As prescribed in 3536.570(x), insert the following clause:

SUBCONTRACTORS (JAN 1990)

If subcontracts have been awarded for work under this contract, the Contractor shall submit to the Contracting Officer, within 30 calendar days after the date of award, a statement on the Commission's standard "Subcontractors" form setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a description of subcontractor's previous experience in related work. If, at any time, the Contracting Officer determines that any subcontractor's performance is unsatisfactory, the Contracting Officer will notify the contractor accordingly, and steps will be taken immediately for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between the subcontractor and the Commission. Subcontractors and their employees shall be considered to be employees of the Contractor.