52.246-12 Inspection of Construction.

As prescribed in 46.312 , insert the following clause:

Inspection of *Construction* (Aug 1996)

(a) *Definition*."Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of *components*.

(b) The Contractor *shall* maintain an adequate *inspection* system and perform such *inspections* as will ensure that the work performed under the contract conforms to contract requirements. The Contractor *shall* maintain complete *inspection* records and make them available to the Government. All work *shall* be conducted under the general direction of the *Contracting Officer* and is subject to Government *inspection* and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government *inspections* and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this- section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the *Contracting Officer*'s written authorization.

(e) The Contractor *shall* promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient *inspections* and tests as *may* be required by the *Contracting Officer*. The Government *may* charge to the Contractor any additional cost of *inspection* or test when work is not ready at the time specified by the Contractor for *inspection* or test, or when prior rejection makes reinspection or retest necessary. The Government *shall* perform all *inspections* and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests *shall* be performed as described in the contract.

(f) The Contractor *shall*, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor *shall* promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government *may*-

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed

work by removing it or tearing it out, the Contractor, on request, *shall* promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor *shall* defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the *Contracting Officer shall* make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government *shall* accept, as promptly as practicable after completion and *inspection*, all work required by the contract or that portion of the work the *Contracting Officer* determines can be accepted separately. Acceptance *shall* be final and conclusive except for *latent defects*, fraud, gross mistakes amounting to fraud, or the Government's rights under any *warranty* or guarantee.

(End of clause)

Parent topic: 52.246 [Reserved]