52.236-21 Specifications and Drawings for Construction.

As prescribed in 36.521 , insert the following clause:

Specifications and Drawings for *Construction* (Feb 1997)

(a) The Contractor *shall* keep on the work site a copy of the drawings and specifications and *shall* at all times give the *Contracting Officer* access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, *shall* be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications *shall* govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter *shall* be promptly submitted to the *Contracting Officer*, who *shall* promptly make a determination *in writing*. Any adjustment by the Contractor without such a determination *shall* be at its own risk and expense. The *Contracting Officer shall* furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it *shall* be understood that the "direction," "requirement," "order," "designation," or "prescription," of the *Contracting Officer* is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import *shall* mean "approved by," or "acceptable to," or "satisfactory to" the *Contracting Officer*, unless otherwise expressly stated.

(c) Where "as shown," "as indicated," "as detailed," or words of similar import are used, it *shall* be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein *shall* be understood to mean "provide complete in place," that is "furnished and installed."

(d) *Shop drawings* means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a *construction* contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.,* fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, *descriptive literature*, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government *may* duplicate, use, and disclose in any manner and for any purpose *shop drawings* delivered under this contract.

(e) If this contract requires *shop drawings*, the Contractor *shall* coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and *shall* indicate its approval thereon as evidence of such coordination and review. *Shop drawings* submitted to the *Contracting Officer* without evidence of the Contractor's approval *may* be returned for resubmission. The *Contracting Officer* will indicate an approval or disapproval of the *shop drawings* and if not approved as submitted *shall* indicate the Government's reasons therefor. Any work done before such approval *shall* be at the Contractor's risk. Approval by the *Contracting Officer shall* not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If *shop drawings* show variations from the contract requirements, the Contractor *shall* describe such variations *in writing*, separate from the drawings, at the time of submission. If the *Contracting Officer* approves any such variation, the *Contracting Officer shall* issue an appropriate *contract modification*, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor *shall* submit to the *Contracting Officer* for approval four copies (unless otherwise indicated) of all *shop drawings* as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all *shop drawings*, will be retained by the *Contracting Officer* and one set will be returned to the Contractor.

(End of clause)

Alternate I (Apr 1984). When record *shop drawings* are required and reproducible *shop drawings* are needed, add the following sentences to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor *shall* furnish a complete set of all *shop drawings* as finally approved. These drawings *shall* show all changes and revisions made up to the time the equipment is completed and accepted.

Alternate II (Apr 1984). When record *shop drawings* are required and reproducible *shop drawings* are not needed, the following sentences *shall* be added to paragraph (g) of the basic clause:

Upon completing the work under this contract, the Contractor *shall* furnish _____ *[Contracting Officer complete by inserting desired amount]* sets of prints of all *shop drawings* as finally approved. These drawings *shall* show changes and revisions made up to the time the equipment is completed and accepted.

Parent topic: 52.236 [Reserved]