

3.2.2.3-60 Specifications, Drawings, and Material Offers (July 2004)

[Text \(Click here to see RTF document including Clause Extended Text\)](#)

(a) If either the specifications or the drawings (but not both) mention tasks, the Contractor (you) must assume that the tasks are in both. If the drawings and specifications differ, the specifications govern. If there is a discrepancy in the figures, in the drawings, or in the specifications, submit the matter promptly to the Contracting Officer (CO), who will promptly determine which governs, and notify you in writing. Any adjustment you make without the CO's determination is at your own risk and expense. From time to time the CO will provide necessary detailed drawings and other information, unless otherwise provided.

(b) Wherever in the specifications or the drawings TSA (we, our) uses "directed," "required," "ordered," "designated," "prescribed," or similar words, they refer to the CO's requirements. Similarly, "approved," "acceptable," "satisfactory," or similar words refer to the CO's approval, unless otherwise expressly stated. You must have a complete set of plans and specifications on site and available for our use.

(c) Where we use "as shown," "as indicated," "as detailed," or similar words, they refer to the drawings accompanying this contract, unless stated otherwise. The word "provided" means "provided and installed."

(d) Omissions from the drawings and specifications or the erroneous description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, does not relieve you from performing those omitted or erroneously described details of the work. You must perform them as if fully and correctly set forth and described in the drawings and specifications.

(e) You must check all drawings we provide to you before starting work and must promptly notify the CO of any discrepancies. In general you should follow figures marked on drawings, rather than scale measurements. In general, large scale drawings have precedence over small scale drawings. You must compare all drawings and verify the figures before laying out the work. If you do not verify the figures, you will be responsible for any errors you might have avoided had you verified them.

(f) "Shop drawings" means drawings, you or any subcontractor submit to us under a construction contract, showing in detail the proposed fabrication and assembly of structural elements and the installation (that is, form, 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 you provided to explain in detail specific portions of the work the contract requires.

TSA may duplicate, use, and disclose in any manner and for any purpose shop drawings you deliver under this contract.

(g) If this contract requires material offers (for example, shop drawings, catalog cuts, certificates of conformance), you must coordinate all of your offers, and review them for accuracy, completeness, and compliance with contract requirements. You must provide evidence that you approve the submittals. If you submit materials to us without this evidence, we may return them and ask you to resubmit them. The CO will indicate whether he or she approves or disapproves your offer, and if the CO does not approve it as submitted, will indicate our reasons for rejecting it. Any work done before the CO's approval is at your risk. The CO's approval does not relieve you from responsibility for any errors or omissions in the submittals, nor from responsibility for complying with the contract requirements, except as described under (h).

(h) If your submittals vary from the contract requirements, you must describe the variations in

writing, separate from the submittal, when you submit them. Send this description, a copy of the offer, and a proposal to incorporate it into the contract directly to the CO. If the CO approves a variation, the CO must issue an appropriate contract modification, unless the variation is minor or does not involve a change in price or in time of performance.

(i) You must submit to the CO for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. The CO will keep three sets (unless otherwise indicated) of all offers and will return one set to you.

(j) You must insert this clause, with appropriate changes in the designation of the parties, in all subcontracts.

(End of clause)

[\(Click here to see RTF document including Clause Extended Text and Prescription\)](#)

PRESCRIPTION

The CO should use this clause in contracts for fixed price construction.

****Note to CO:** If you use this clause with Clause 3.2.2.3-33, Order of Precedence, you may create a conflict in precedence of documents. To avoid this, assure that the drawings are listed in the SIR or contract as attachments to the specifications and not separately as "other documents, exhibits, and attachments". This will clarify that the specification takes precedence over the drawings.