

FA465923R0003 - ADD/REPAIR CDC FOR COMPLIANCE AND RECAPITALIZATION B168, Grand Forks AFB, ND F&O – Additional Clauses

NFC 46-21 -- Warranty of Construction.

Warranty of Construction (Mar 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph

(i) of this clause, that work performed

under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship

performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the

NAFI takes possession of any part of the

work before final acceptance, this warranty shall continue for a period of 1 year from the date the NAFI takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the

Contractor's expense any damage to NAFI-owned or controlled real or personal property, when that damage is the result of --

(1) The Contractor's failure to conform to contract requirements; or (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to

work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the NAFI shall have the right to

replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished

under this contract, the Contractor shall --

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the NAFI, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the NAFI, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the NAFI may bring suit at its expense to enforce a

subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair

of any defects of material or design furnished by the NAFI nor for the repair of any damage that results from any defect in NAFI-furnished material or

design.

(j) This warranty shall not limit the NAFI's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross

mistakes, or fraud.

(End of Clause)

CLAUSES INCORPORATED BY REFERENCE

NFC-202-1 Definitions

NFC-203-2 Certificate of Independent Price Determination

NFC-203-3 Gratuities

NFC-203-5 Covenant Against Contingent Fees

NFC-203-7 Anti-Kickback Procedures

NFC-203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity

NFC-203-10 Price or Fee Adjustment for Illegal or Improper Activity

NFC-203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

NFC-203-12 Limitation on Payments to Influence Certain Federal Transactions

NFC-203-13 Contractor Code of Business Ethics and Conduct

NFC-203-16 Preventing Personal Conflicts of Interest.

NFC-203-17 Contractor Employee Whistleblower Rights and Requirement to Inform appraisals

NFC-204-3 Taxpayer Identification

NFC-204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper

NFC-204-9 Personal Identity Verification of Contractor Personnel

NFC-204-12 Data Universal Numbering System Number Maintenance

NFC-204-19 Incorporation by Reference of Representations and Certifications

NFC-209-2 Prohibition on Contracting with Inverted Domestic Corporations - Representation.

NFC-209-5 Certification Regarding Responsibility Matters

NFC-209-6 Protecting the NAFI's Interest When Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment

NFC-209-9 Updates of Publicly Available Information Regarding Responsibility Matters

NFC-210-1 Market Research

NFC-211-10 Commencement, Prosecution, and Completion of Work

NFC-211-13 Time Extensions

NFC-215-2 Audit and Records--Negotiations

NFC-215-6 Place of Performance

NFC-215-8 Order of Precedence--Uniform Contract Format

NFC-222-1 Notice to the NAFI of Labor Disputes

NFC-222-4 Contract Work Hours and Safety Standards-Overtime Compensation

NFC-222-5 Employment Eligibility Verification.

NFC-222-6 Construction Wage Rate Requirements.

NFC-222-7 Withholding of Funds.

NFC-222-8 Payrolls and Basic Records

NFC-222-9 Apprentices and Trainees.