

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.