

2. The Construction Agent agrees to insert the provisions of this article, including this paragraph, in all pertinent sub-contracts or assignment approved by the Government.

ARTICLE XVII

Definitions

1. The term "Government's authorized representative" or "authorized representative of the Government," means the Contracting Officer executing this instrument, or his successor, or such representatives of the contracting officer, as shall be designated in writing by him.

2. The term "unit" shall mean a single family living unit.

3. The term "row-type unit" shall mean a two-story single family living unit constructed in a building group of two-story single family units.

4. The term "building group" shall mean an integral group of two-story single family living units.

5. The term "Annex A", "as used herein shall mean the metes and bounds description and plan of the site available for this project."

6. The term "Annex A", "as used herein shall mean the plans, specifications and conditions under which the family housing project is to be constructed."

7. The term "Annex C", "as used herein shall mean the plans, specifications and conditions under which the Government will provide appropriated funds for the cost of certain site preparation and the construction of on-site or off-site utilities required for the family housing project."

ARTICLE XVIII

Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the Contracting Officer (or his duly authorized representative or successor) who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Construction Agent. Within thirty (30) days from the date of receipt of such copy, the Construction Agent may appeal by mailing or otherwise furnishing to the Contracting Officer (or his duly authorized representative or successor) a written appeal addressed to the Secretary of the Air Force, and the decision of the Secretary, or his duly authorized representative for the hearing of such appeals shall, unless determined by a Court of competent jurisdiction to have been fraudulent, arbitrary, capricious, or so grossly erroneous as necessarily to imply bad faith, be final and conclusive; provided that, if no such appeal is taken within thirty (30) days, the decision of the Contracting Officer (or his duly authorized representative or successor) shall be final and conclusive. In connection with any appeal proceeding under this Article, the Construction Agent shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Construction Agent shall proceed diligently with the performance of the agreement and in accordance with the Contracting Officer's (or his duly authorized representative or successor) decision.