

GENERAL CONDITIONS
FOR CONTRACTED WORK WITH
SPARTANBURG HOUSING AFFILIATE AGENCIES

ARTICLE 1
DEFINITIONS

- 1.1 CONTRACT:** The contract shall consist of the construction contract, the General Conditions, the drawings (if any), the project specification, the Request for Bid, the contractor's bid proposal, the Notice to proceed, the International Residential Code for one and two family local codes and any written changes to any of the foregoing documents.
- 1.2 SHAA:** Refers to the affiliate agencies and its officers and employees who have responsibilities in administering the home repair programs with the Spartanburg Housing Authority, Spartanburg Leased Housing, and Spartanburg Housing Develop, and the agents and designees of such officers and employees.
- 1.3 OWNER:** Then is the client whose home is to receive repairs under the home repair programs. All sections of the General Condition apply to the contract for home repair. The owner is provided a copy of and agrees to the General Conditions.
- 1.4 GOVERNING LAW:** The governing law of the contract shall be the law of the location where there rehabilitation work takes place.
- 1.5 PARTIES:** The parties of this contract shall be the owner and the contractor for home repair programs; SHAA and the contractor for rehabilitation programs.

ARTICLE 2
EXECUTION AND INTENT

The contract shall be signed by the owner and the contractor for home repair programs; the contract documents are complementary and what is called for any on document shall be as binding as if called for by all. The intention of the contract is to include all labor, materials and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract document as being necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3
AUTHORITY OF SHAA

- 3.1** SHAA shall have authority to make periodic inspections of the work site during construction to familiarize itself with the progress and quality of the work. The owner expressly understands and agrees, however, that SHAA shall not be responsible for the contractor's failure to accomplish work in accordance with the contract terms.
- 3.2** SHAA shall have the right to stop work wherever such stoppage may be reasonably necessary to insure proper execution of the contract.

3.3 SHAA shall be, in the first instance, the interpreter of the terms and conditions of the contract. Within 14 days of such notification, SHAA shall investigate and resolve the issue and notify both parties in writing of its decision.

3.4 If agrees to meet in good faith to resolve the dispute with a SHAA Housing Rehabilitation Specialist.

ARTICLE 4 OWNER

The owner shall make their home available to contractors during regular working hours and shall permit the contractor to use, at not cost, existing utilities at the site such as light, heat, power and water necessary to the carrying out and completion of the contract work. The owner shall also facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary.

ARTICLE 5 CONTRACTOR

5.1 The contractor shall supervise and direct the work using his best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

5.2 Unless otherwise specifically noted, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment/machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

5.3 The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

5.4 The contractor warrants to the owner (contract for home repair) that all materials and equipment incorporated in the work will be new unless otherwise specified. All work shall be performed by craftsmen skilled in the trade by which such work items would appropriately be performed. All work shall be performed in accordance with the best practices of the trade and shall be of good quality, free from faults and defects.

5.5 The contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

5.6 The contractor shall give notices and comply with all laws, ordinances, rules, regulations, and orders of any government authority bearing on the performance of the work, and shall notify the owner if the drawings and bid proposal are at variance therewith. In particular, the contractor shall comply with applicable local building codes. The contractor shall insure that all of its subcontractors likewise comply with governing law.

5.7 The contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the contractor.

5.8 The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all

his waste materials and rubbish from and about the project as well as his tools, construction equipment. Machinery and surplus materials, and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent; except as otherwise specified.

5.9 Subcontracts:

- a. The contractor shall not enter into any subcontract with any subcontractor who has been debarred from performing work by and agency of the United States Government or of the State in which the work is to performed.
- b. The Contractor shall be as fully responsible for the acts or omissions of subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. Nothing contained in this contract shall create a contractual relation between any subcontractor and the Spartanburg Housing Affiliate Agencies.
- d. The contractor shall insert appropriate provisions in all subcontracts to bid subcontractors to the agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law

Terms of the contract documents insofar as they are applicable to the work of the subcontractor, and to require the subcontractors to assume toward contractor all the obligations and responsibilities which the Contractor by these documents, assumes towards the owner.

**ARTICLE 6
CONTRACTOR'S GUARANTEE**

The contractor hereby guarantees all work performed for a minimum period of one (1) year from the date of final acceptance of all the work required by the contract. All materials and equipment furnished by the contractor under this contract shall be new, unless otherwise specified. They shall be of good builder's quality and free of defects. All manufacturers' and suppliers' written guarantees and warranties covering such materials and equipment shall be furnished to the owner or the weatherization hose hold. The contractor agrees to correct any defects due to faulty workmanship, materials or equipment and shall pay for or repair a damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the contract work. To owner agrees all warranties and guarantees are between the contractor and owner.

**ARTICLE 7
COMMENCEMENT OF WORK**

7.1 The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges and agrees further that neither it nor any other person, firm or corporation shall have any right to lien upon the premises or anything appurtenant thereto.

**ARTICLE 8
COMMENCEMENT OF WORK**

8.1 The contractor's bid proposal shall be accepted or rejected by the owner (repair program) within 30 days from the date established by SHAA for its receipt, provided that the contract is subject to issuance of a written Notice to Proceed order by SHAA. No work shall be commenced by the contractor until a Notice to Proceed order is signed by SHAA.

8.2 In general, SHAA shall issue a Notice to Proceed to the contractor within 30 days of acceptance of the contractor's proposal.

8.3 The contractor must contact the homeowner within 15 days and complete all work within 90 days of issuance of the Notice of Proceed.

**ARTICLE 9
PROTECTION OF WORK AND PROPERTY**

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work site and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site of adjacent thereto. He shall comply with all applicable laws, ordinances rules, regulations, and orders of any governmental authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the contractor, except damage or loss attributable to faulty drawings or to the acts or omissions of the owner or SHAA or anyone employed by either of them.

**ARTICLE 10
INDEMNIFICATION**

10.1 The contractor shall protect, defend, indemnify and hold harmless the owner and SHAA its offices, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), its officers, officials, employees.

10.2 The Contractor's obligations under this section shall include, but not be limited to,

1. The duty to promptly accept tender of defense and provide defense to the owner and at the contractor's own expense.

2. To indemnify and defend the owner and SHAA from any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. The forgoing duty is of any of its employees, or agents. The forgoing duty is specifically and expressly intended to constitute a waiver of the contractor's immunity as respects the owner and only, and only to the extent necessary to provide each party with a full and complete indemnity and defense of claims made by the contractor's employees. The parties acknowledge that these provisions were mutually negotiated by them.

3. To the maximum extent permitted by law, the contractor shall indemnify and defend the SHAA from and be liable for all damages and injury which shall be caused to owner of property

in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract, whether or not such injury or damage is caused by negligence of the contractor or caused by the inherent nature of the work specified.

10.3 SHAA, at its sole discretion, may (1) withhold amounts sufficient to pay the amount of the claim for injury, and /or (2) pay any claim for injury of which SHAA may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this contract. Any amount withheld will be held until the contractor secures a written release from the claimant, obtain a court decision the such claim is without merit, or satisfies any judgment on such claim. In addition, the contractor shall reimburse and otherwise be liable for claim cost incurred by SHAA including, without limitation, cost for claims adjusting services, attorneys, engineering and administration.

10.4 In the event SHAA incurs any judgment, award and/or costs arising there from, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the contractor.

10.5 Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this contract.

ARTICLE 11 INSURANCE

11.1 By the date of the execution of this contract, the contractor shall procure and maintain for the duration of his contract insurance against injuries to persons and damages to property which may arise out of, or in connection with, the performance of work under this contract. The contractor shall furnish evidence of Commercial General Liability and Automobile Liability. Coverages must contain limits for automobile liability of not less than \$500,000 combined single limit and for combined single limit and for Commercial General Liability \$1,000,000 combined single limit and \$1,000,000 aggregate, The contractor shall add SHAA agency as designated to the contractor's policy (s) as an additional insured and shall provide a certificate of insurance and policy endorsement as evidence of coverage.

11.2 Additional contractor insurance requirement shall be updated periodically and noted on the cover letter to these General Conditions.

11.3 Unless otherwise provided, the owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Any insured loss is to be adjusted with the owner and made payable to the owner as trustee for the insureds, as their interest may appear, subject to the requirement of any mortgage clause. The owner and contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The contractor shall require similar waivers by his subcontractors.

11.4 By requiring such minimum insurance coverage, SHAA or the owner shall not be deemed or construed to have assessed the risks that may be applicable to the contractor under this contract. The contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

11.5 Nothing within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent

provided by the terms and conditions of the policy(s) . Nothing contained within this provision shall affect and /or alter the application of any other provision contained within this contract.

ARTICLE 12 WORKERS' COMPENSATION

The Contractor certifies that he will remain in compliance with the South Carolina Workers' Compensation laws through the duration of his working relationship with SHAA. The SHAA reserves the right to request verification of the Contractor's current status with the South Carolina State Department of Labor and Industries.

ARTICLE 13 CHANGES IN THE WORK AND TIME

13.1 Changes in the work, consisting of additions, deletions, or modifications, the contract sum and the contract time, shall take place only upon approval of the owner (home repair programs) and SHAA (team). All such changes in the work shall be documented on SHAA changes in the work shall be documented on SHAA change order forms and signed by the owner (home repair programs) and the contractor, and authorized by SHAA.

13.2 The Contract sum and the contract time may be changed only by change order. The cost or credit associated with a change order. The cost or credit associated with a change in the work shall be determined by mutual agreement.

13.3 If the contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the contractor's control, or by any cause which SHAA may determine justifies the delay, then the contract time shall be extended by change order for such reasonable time as SHAA may determine.

ARTICLE 14 CORRECTION OF WORK

The contractor shall correct any work that fails to conform to the requirement of the contract documents where such failure to conform appears during the progress of the work ,and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final acceptance of the contract work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents. The provisions of the Article apply to work done by subcontractors as well as to work by direct employees of the contractor.

ARTICLE 15 PAYMENTS

15.1 Upon completion of the work, the contractor shall submit to SHAA his invoice and the Contractor's Warranty and Release of Liens/Homeowner's Release of Final Payment, signed by the owner (home repair programs). SHAA (all programs) and the own (home repair program) shall inspect the work and, if satisfactory approve payment of the invoice. The contractor shall

be paid the contract sum as specified in the Notice to Proceed. Payment shall be issued by the appropriate SHAA agency.

15.2 Payment may be withheld on account of (1) defective work not remedied; (2) claims file; (3) failure of the contractor to make payment properly to subcontractors or for labor, materials or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by the contractor.

ARTICLE 16 ASSIGNMENT

The contractor shall not assign any part of the contract without the prior written consent of the owner (home repair programs) and SHAA. The request for assignment must be addressed by the contractor to SHAA.

ARTICLE 17 TERMINATION BY CONTRACTOR

If SHAA fails to issue a certificate of payment for a period of 30 days through no fault of the contractor, or if the owner (home repair programs) fails to make or approve payment thereon for a period of 30 days, the contractor may, upon 7 days written notice to the owner and SHAA terminate the contract and recover from the owner payment for all work SHAA causes for termination, SHAA shall provide a written response to the contractor within 14 days of receipt of the contractor's findings.

ARTICLE 18 TERMINATION BY THE OWNER

If the contractor defaults or neglects to carry out the work on home repair programs in accordance with the contract documents or fails to perform any provision of the contract, the owner may, with written consent of SHAA, and after 7 days written notice to the contractor, without prejudice to any other remedy they have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at their option, may terminate the contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of the finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference to the owner.

ARTICLE 19 TERMINATION BY SHAA

If the contractor defaults or neglects to carry out the work on home repair or in accordance with the contract documents or fails to perform any provision of the contract, SHAA may, after 7 days written notice to the contractor, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at SHAA's option, may terminate the contract and take possession of the site and

of all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of the finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference SHAA.

ARTICLE 20 NON-DISCRIMINATION

If the contract price is \$10,000 or more the contractor shall comply with following nondiscrimination and affirmative action requirements:

20.1 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

20.2 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to their race, color, religion sex, or national origin.

20.3 The Contractor shall sent to each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

20.4 The contractor shall comply with all provision of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, which include furnishing required information and reports, and permitting access to his books, record, and accounts.

20.5 Noncompliance with this Article may result in cancellation, termination, or suspension in whole or in part and such other remedies as authorized by law.

20.6 The contractor shall include paragraphs 20.1 through 20.5 of this Article in every subcontract or purchase order unless exempted by rules, regulations, or purchase order as the owner or the Secretary of Housing and Urban Development (HUD) may direct as a means of enforcing such provisions, including sanctions for noncompliance

ARTICLE 21 LEAD BASE PAINT REGULATION

21.1 No paint containing more than six one-hundredths of one percent lead by weight shall be used in the performance of any work specified in this contract. The abatement, removal, and disposing of lead-base paints shall be in conformance with HUD's Final Ruling

21.2 Federal regulations associated with the use of home repair require particular care when making repairs to or installing weatherization measures in dwellings that may contain lead-based paint. Lead-based paint is presumed to exist unless (1) the building was constructed on or after 11/78, and/or (2) the building has been determined to be lead-based paint free. Both the building owner and SHAA have the option to test the building for lead based paint. Where lead based paint does exist or is presumed to exist, the following applies:

- 1) Worker must utilize the HUD safety protocol, Safe Work Practices (SWP), while undertaking work, which may disturb lead-based paint.
- 2) All workers, whose work may disturb lead-based paint surfaces, must have received HUD approved training in SWP.
- 3) Home repair and weatherization activities must be undertaken in compliance with the following federal and state requirement:
 - a) HUD Rule, 24 CFR Part 35, titled "Lead Based Paint Poisoning Prevention in Certain Residential Structures." This section clarifies the requirement for utilizing SWP and sets the "de minimums" levels.
 - b) OSHA Rule 29 CFR Part 1926 (and corresponding WISHA Rule WAC 296-62). This clarifies worker exposure levels, exposure monitoring medical surveillance and training.
 - c) EPA's Rule, 40 CFR Part 745, titled "Lead: Requirement for Hazard Education before Renovation of Target Housing." Weatherization providers, including those who fund and /or install weatherization measures, are required to give a copy of the EPA booklet "Protect Your Family from Lead in Your Home" prior to the start of work.
 - d) EPA's Office of Solid Waste memorandum to RCRA Senior Policy Advisor. This notes that lead-based paint debris must be handled in a way that shall not generate or discharge the debris to the environment, either at the tenant's home or in transporting to a disposal site.

21.3 The contractor, whose workers may disturb lead paint, shall not undertake this work without receiving SHAA special approval for working with lead based paint. Approval shall be based upon contractor submittals to SHAA documenting (!) EPA certifications and /or worker SWP training and (2) pollution liability insurance, if required (see Article 10, Insurance).

21.4 SHAA shall monitor contractor compliance with federal regulations at the work site. Failure to comply may lead to work stoppage, immediate clearance testing and possible relocation of residents. The contractor shall be responsible for costs of these activities, which arise out of his failure to utilize SWP while performing his work. The contractor may also be exposed to legal claims of occupants and/o workers.

ARTICLE 22 DISCLOSURE STATEMENT

This disclosure statement to the customer is provided when any contractor agrees to perform a contract for the repair, alteration, or construction of four or fewer residential units or accessory structures on a residential property and when the bid or contract price totals One Thousand and No/100 (\$1,000.00) dollars or more:

"Notice to Customer"

“The contractors for this project are registered with the state of South Carolina and carry and have posted with the state an appropriate bond. This bond may not be sufficient to cover a claim, which might arise from the work done under your contract. If any supplier of materials used in your construction project, or any employee of the contractor or subcontractor on your job is not properly compensated, your property may lien to force payment. If you wish additional protection, you may request the contractor to provide you with original “lien release” document from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor Industries.”

**ARTICLE 23
SEVERABILITY**

The invalidity of any article, clause, part or provision of this contract shall not affect the validity of the remaining portions thereof.

**ARTICLE 24
SOUTH CAROLINA STATE ENEGY CODE**

The contractor shall comply with all applicable standard of “South Carolina State Energy Code”. The purpose of this code is to provide minimum standards for new or altered buildings and structures thereof to achieve efficient use of energy.

**ARTICLE 25
COPELAND “ANTI-KICKBACK” ACT**

Compliance with the provisions of the Copland “Anti-Kickback Acts (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) Applies to all contractors and subcontractors performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or pubic work where the federally funded contract is in excess of \$2,000 and federally compensation to which he or she is entitled under his or her contract of employment. The Act contains provisions for weekly wage statements for federally assisted contracts that are subject to federal wage standards.

**ARTICLE 26
CLEAN AIR/WATER ACT**

The Contractor/Subcontractor shall comply with all applicable standard orders, or requirement issued under Section 306 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clean Water Act (33 USC 1386). Executive Order 11728, and Environmental Protection Agency regulations (40 CFR Part 15).

**ARTICLE 27
INTEREST OF MEMBERS, OFFICERS, OR
EMPLOYEES AND FORMER MEMBERS,
OFFICERS OR EMPLOYEES**

No member, officer, or employee of the SHAAS, no member of the governing body of the locality in which a project is situated, no member of the governing body of the locality in which the SHAA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

ARTICLE 28
LIMITATIONS ON PAYMENT MADE TO
INFLUENCE CERTAIN FEDERAL
FINANCIAL TRANSACTION

28.1 The contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

28.2 The contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

Indian tribes (except those chartered by States) and Indian organizations as defined in Section 4 of the Indian Self Determination and Education Assistance Act (25 USC 4500 B) are exempt from the requirements of this clause.

ARTICLE 29
EXAMINATION AND RETENTION OF
CONTRACTOR'S RECORDS

29.1 The SHAA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after payment under any contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other record involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

29.2 The contractor agrees to include in first-tier subcontracts under each contract a clause substantially the same as paragraph (a) above. "Subcontract" as used in this clause, excludes purchase order not exceeding \$100,000.

29.3 The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of each contract, (2) litigation or settlement of claims arising from the performance of the contract, or (3) costs and expenses of the contract to

which the SHAA HUD, or Comptroller General or any of their duly authorized representatives has take exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

Contractor:

Name of Contractor

Address of Contractor

Signature

Name

Date

Telephone