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Contract Documents between the Owner and the Contractor is inconsistent with any provisions of this Agreement, this Agreement shall govern.

12.2 SERVICES PROVIDED BY THE CONTRACTOR

12.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing his Work to avoid conflicts or interference in the Subcontractor's Work, and shall expedite written responses to submittals made by the Subcontractor in accordance with Paragraphs 11.2, 11.9 and 11.10. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor a copy of the estimated progress schedule of the Contractor's entire Work which the Contractor has prepared and submitted for the Owner's and the Architect's information, together with such additional scheduling details as will enable the Subcontractor to plan and perform his Work properly. The Subcontractor shall be notified promptly of any subsequent changes in the progress schedule and the additional scheduling details.

12.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Any additional costs to the Subcontractor resulting from the relocation of such facilities at the direction of the Contractor shall be reimbursed by the Contractor.

12.3 - COMMUNICATIONS

12.3.1 The Contractor shall promptly notify the Subcontractor of all modifications to the Contract between the Owner and the Contractor which affect this Subcontract and which were issued or entered into subsequent to the execution of this Subcontract.

12.3.2 The Contractor shall not give instructions or orders directly to employees or workmen of the Subcontractor except to persons designated as authorized representatives of the Subcontractor.

12.4 PAYMENTS TO THE SUBCONTRACTOR

12.4.1 ~~The Contractor shall pay to the Subcontractor as progress payment the amount of the Subcontractor's bills rendered by the Subcontractor in accordance with the provisions of Paragraph 12.5.1. The Contractor shall not be required to pay to the Subcontractor any amount until the Contractor has received payment from the Owner in full for the amount of the bills rendered by the Subcontractor to the Contractor. The Contractor shall not be required to pay to the Subcontractor any amount until the Contractor has received payment from the Owner in full for the amount of the bills rendered by the Subcontractor to the Contractor. The Contractor shall not be required to pay to the Subcontractor any amount until the Contractor has received payment from the Owner in full for the amount of the bills rendered by the Subcontractor to the Contractor.~~

12.4.2 The Contractor shall permit the Subcontractor to request directly from the Architect information regarding the percentages of completion or the amount certified on account of Work done by the Subcontractor.

12.4.3 If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a

progress payment computed as provided in Subparagraph 12.4.1 or the final payment as provided in Article 6.

12.5 CLAIMS BY THE CONTRACTOR

12.5.1 The Contractor shall make no demand for liquidated damages for delay in any sum in excess of such amount as may be specifically named in this Subcontract, and liquidated damages shall be assessed against this Subcontractor only for his negligent acts and his failure to act in accordance with the terms of this Agreement, and in no case for delays or causes arising outside the scope of this Subcontract, or for which other subcontractors are responsible.

12.5.2 Except as may be indicated in this Agreement, the Contractor agrees that no claim for payment for services rendered or materials and equipment furnished by the Contractor to the Subcontractor shall be valid without prior notice to the Subcontractor and unless written notice thereof is given by the Contractor to the Subcontractor not later than the tenth day of the calendar month following that in which the claim originated.

12.6 CONTRACTORS' REMEDIES

12.6.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due the Subcontractor, provided, however, that if such action is based upon faulty workmanship or materials and equipment, the Architect shall first have determined that the workmanship or materials and equipment are not in accordance with the Contract Documents.

**ARTICLE 13
ARBITRATION**

13.1 All claims, disputes and other matters in question arising out of, or relating to, this Subcontract, or the breach thereof, shall be decided by arbitration, which shall be conducted in the same manner and under the same procedure as provided in the Contract Documents with respect to disputes between the Owner and the Contractor, except that a decision by the Architect shall not be a condition precedent to arbitration. If the Contract Documents do not provide for arbitration or fail to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

13.2 Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law,

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