

(2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, his employee or his consultant. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under the prevailing arbitration law.

13.3 The Contractor shall permit the Subcontractor to be present and to submit evidence in any arbitration proceeding involving his rights.

13.4 The Contractor shall permit the Subcontractor to exercise whatever rights the Contractor may have under the Contract Documents in the choice of arbitrators in any dispute, if the sole cause of the dispute is the Work, materials, equipment, rights or responsibilities of the Subcontractor; or if the dispute involves the Subcontractor and any other subcontractor or subcontractors jointly, the Contractor shall permit them to exercise such rights jointly.

13.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

13.6 This Article shall not be deemed a limitation of any rights or remedies which the Subcontractor may have under any Federal or State mechanics' lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by him.

#### ARTICLE 15

##### MISCELLANEOUS PROVISIONS

15.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

15.2 The Contract Documents, which constitute the entire Agreement between the Owner and the Contractor, are listed in Article 1, and the documents which are applicable to this Subcontract, except for Addenda and Modifications issued after execution of this Subcontract, are enumerated as follows:

*List below the Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and any Addenda and accepted Amendments, showing page or sheet numbers in all cases and dates where applicable. Continue on succeeding pages as required.*

1. Agreement AIA Document A101, dated June 4, 1979.
2. Project manual "A Community Residence for South Carolina Department of Mental Retardation, Greenville, S.C."
3. Drawings A1-A11, P1 & P2, H1, E1, F1 and Revision 0.
4. Addendum #1, dated May 1, 1979.
5. Addendum #2, dated May 3, 1979.

This Agreement entered into as of the day and year first written above.

CONTRACTOR  
*George Dailley*  
 Crown Construction Co. of Greenville, S.C.  
 George Dailley, Project Manager

SUBCONTRACTOR  
*Joe A. Black*  
 Piedmont Sprinkler Company, Inc.  
 Joe A. Black, President