(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 endence 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 implies the Subcontractor and any other subcontractor or subcontractors jointly, the Contractor shall permit them to exercise such rights

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 14** TERMINATION

#### 14.1 TERMINATION BY THE SUBCONTRACTOR

14.1.1 If the Work is stopped for a period of thirty days through no fault of the Subcontractor because the Contractor has not made payments thereon as provided in this Agreement, then the Subcontractor may without prejudice to any other remedy he may have, upon seven additional days' written notice to the Contractor, terminate this Subcontract and recover from the Contractor payment for all Work executed and for any proven loss resulting from the stoppage of the Work, including reasonable overhead, profit and damages.

## 14.2 TERMINATION BY THE CONTRACTOR

14.2.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Contract Documents or otherwise to perform in accordence with this Agreement and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice and without projudice to any other remedy he may have, terminate the Subcontract and finish the Work by whatever method he may deem expedient. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

# 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:

tim below the Appendix the Constants of the Constant [Centeral, Supplementary, and other Constants], the Drawings, the Specialistics, and any Address and integral Alternates, showing page or sheet numbers in all cases and direct where applicable. Constant on succeeding pages as required [

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

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

CONTENCTOR Crown Construction Co. of Grille, S.C. George Dailey, Project Manager Inc.

Pjedmont Sprinkler Company, Inc.

<u>Joe A. Black, President</u>

D : A:01-1978

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