

Company Name: **Company Legal Name**
Vendor ID No: **XXXXXXX**
Contact: **First & Last**
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ADVANCED BUILDING CONCEPTS

UNIVERSAL SUBCONTRACT STANDARD FORM OF AGREEMENT BETWEEN ADVANCED BUILDING CONCEPTS AND SUBCONTRACTOR

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification

This Universal Subcontract, made as of the **xth day of Month, 2009** between **Subcontractor** of **Street address** (herein after referred to as "the Subcontractor") and **ABC Building Corp, DBA Advanced Building Concepts 1077 Aquidneck Ave. Middletown, RI 02842** (herein referred to as "ABC").

This Universal Subcontract represents the entire and integrated agreement between the parties and supersedes all prior representations, negotiations and Subcontracts.

WHEREAS, the Subcontractor desires to furnish labor, materials, equipment and /or services (Work) included under one or more of ABC's contracts. This Universal Subcontract provides the general terms and conditions that will govern all Work furnished by the Subcontractor to ABC pursuant to written agreements (Job Scopes) for each specific project (Project). The terms and conditions of this Universal Subcontract shall also apply to any Work furnished by the Subcontractor before execution of the Job Scope.

THEREFORE, the Parties agree as follows:

ARTICLE 1 **THE JOB SCOPE**

- 1.1 The Job Scope shall be signed and dated by authorized representatives of ABC and the Subcontractor and shall contain the following particular information, terms and conditions; Project name; Owner, Architect; applicable Contract Documents: Description of the Work; Subcontract Sum; Start Date of the Work; Completion Date of the Work; and any other Project specific provisions.

ARTICLE 2
THE WORK

2.1 Scope of Work

The Subcontractor agrees to furnish all labor, materials, taxes, applicable permits, supervision, equipment, supplies, tools, scaffolding, hoisting, unloading, handling, cleanup, safety and everything else required to install and complete the work included in ABC's Contract, in accordance with the Contract, Plans and Specifications for the Project, including the General, Supplementary General, Special and any other Conditions of the Specifications and including all Addenda and also all modifications issued after execution of the Contract and agreed to by the parties to this Universal Subcontract, collectively, "Contract Documents". The Subcontractor and all subcontractors of lower tiers agree to comply with all Federal and State hiring practices. These obligations shall be called the "Subcontractor's Work" or the "Work".

2.2 Coordination

It is the Subcontractor's responsibility to carefully review the Work for the portion set forth in the Contract, to review carefully the scope of work for the other subcontractors of the Project, and to notify ABC of any additional work which would or could be necessary to complete all work which would or could be included in or be ancillary to the Work for the Project because of a gap or omission between the Work described herein or in the Job Scope and the Contract. It is the intention of this Universal Subcontract that all work that is ancillary to or which could be related to the Work for the Project will be the responsibility of the Subcontractor and is included within the work of this Universal Subcontract notwithstanding the provisions of any other Universal Subcontracts or Job Scopes for Work on the Project.

ARTICLE 3
SUBCONTRACTOR BOUND TO ABC

- 3.1 The Subcontractor shall be bound to ABC by the terms of the Contract Documents, and assumes to ABC, with respect to the Subcontractor's Work, all obligations ABC has assumed to the Owner except insofar as those provisions are, by their terms, applicable only to ABC. A copy of the Contract between ABC and the Owner is available for review at ABC's office.

ARTICLE 4
SCHEDULES

- 4.1 ABC shall give the Subcontractor a forty-eight (48) hour notice to proceed with the Subcontractor's Work upon which the Subcontractor will man the Project in accordance with ABC's schedules which may be amended from time to time. Subject to authorized amendments, the Subcontractor's Work will be completed no later than the Completion Date. Time is of the essence and the Work must be pursued in a continuous and timely fashion at the direction of, and as scheduled by, ABC's Superintendent. The Subcontractor agrees to perform, punctually and diligently, all parts of its Work including, but not limited to, make timely submission of shop drawings, coordination drawings, samples and product submittals at the time and as scheduled by ABC, which shall be subject to change as ABC deems necessary for the overall progress of the Project. The Subcontractor agrees that it will keep itself continually informed of the progress of the Project and will, on its own initiative, confer with ABC to plan its Work and coordinate its sequence and required progression with the work of ABC and of other subcontractors expeditiously undertaking and performing its Work with adequate forces. This Universal Subcontract includes the cost of any overtime or work shifts necessary for completion of the Work of the Job Scope and the Project in accordance with ABC's schedules.

ABC shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Work.

If, in ABC's opinion, the Subcontractor falls behind in furnishing the necessary labor and/or materials to meet construction needs in accordance with ABC's current schedule then, upon ABC's direction, the Subcontractor shall, at its own expense, increase its labor force or work such overtime as may be required to complete its

Work in accordance with ABC's schedule. The costs for added project supervision by ABC shall be the responsibility of the Subcontractor. ABC's decision in this matter will be final.

ARTICLE 5 **SUBCONTRACTOR'S LABOR**

- 5.1 Subcontractor shall employ labor that is compatible with the labor of other subcontractors and shall take all steps necessary to avoid labor disputes. The Subcontractor shall be responsible for any delays or damages to ABC or Owner caused by labor disputes.
- 5.2 This Universal Subcontract or the Job Scope shall not be assigned in whole or in part by Subcontractor without prior written consent of ABC. This Universal Subcontract shall be governed by and construed in accordance with the law in the state of the project. No waiver of any provision of this Universal Subcontract shall be construed as a subsequent waiver of the same, or waiver of any other provision. No invalidity of any provision of this Universal Subcontract shall invalidate the other provisions, which shall remain in full force and effect.
- 5.3 Subcontractor shall provide on the Project a competent and fully authorized full time superintendent or foreman and sufficient skilled workmen to complete the Work in accordance with the Job Scope. The Subcontractor's superintendent or foreman must speak and understand the English language.
- 5.4 Lower Tier Subcontractors. Subcontractor shall provide the following information for all subcontractors of lower tiers:

Evidence of Doing Business:

- W-9
- List of References/Prior Work
- Proof of RICRB registration

Evidence of written contract with subcontractor, including representation as to independent contractor status and indemnification to higher tier parties and owner.

Evidence of Insurance:

- General Liability
- Motor Vehicle

Worker's Compensation Coverage:

- Evidence of Self-Coverage, including Employer Liability OR
- Evidence of Employer's Liability excluding Principal AND
- Notice and Agreement, duly completed

ARTICLE 6 **PAYMENT**

- 6.1 Payment. The Subcontract Sum shall be paid in monthly progress payments as follows: Ninety percent (90%) of the value of the Subcontractor's Work properly performed during the previous month for which ABC has received payment from the Owner. Receipt of progress and final payment by ABC from the Owner for the work of the Subcontractor shall be a condition precedent to the Subcontractor's right to receive its share of payment from ABC notwithstanding any other provision of this subcontract, bonds, the Contract Documents or of any lien laws. Prior to the initial application for payment being submitted by the Subcontractor, Subcontractor will submit a schedule of values which will be reviewed and if acceptable to ABC, approved. Payment will not be made to Subcontractor until this approval is made. All requisitions for payment shall be submitted by the day of the month stated in the Job Scope, shall be in a form ABC approves and shall be supported by such data showing the Subcontractor's right to payment as the Contract Documents require, including an affidavit in a form ABC approves, certifying under oath, that all subcontractors, laborers and material men of the Subcontractor have been paid through the date of the most

recent partial payment. As a further condition precedent to any payment, ABC requires that the Subcontractor provide executed partial releases and releases of lien from itself and each of its subcontractors of lower tiers and material men.

- 6.2 Payment or Approval Not Acceptance. No payment or approval of work for payment shall constitute, or constitute evidence of, acceptance by ABC of any of the Subcontractor's Work that is not in accordance with this Universal Subcontract, the Job Scope, the Contract Documents, or the final Construction Documents.
- 6.3 Time for Payment. Subject to payment to ABC as provided in Article 6.1 above, ABC will pay the Subcontractor within ten (10) days after receipt of payment by ABC from the Owner. When the Subcontractor's Work is substantially completed, and all warranties, guarantees, including also the Subcontractor's written guarantee that it will honor and abide by guarantee and warranty obligations required of its subcontractors and suppliers, and as-built drawings, operating manuals, etc. are submitted in accordance with the Contract Documents and accepted by ABC, the Owner, and the Owner's Agents, ABC will, on the Subcontractor's application, apply to the Owner for a reduction of retainage on account of the Subcontractor's Work. Subject to the condition precedent provisions in Article 6.1 above, all amounts paid by the Owner to ABC for the Subcontractor's Work shall be paid to the Subcontractor, less amounts determined for incomplete or improper work and unsettled claims of ABC. Final retainage shall be paid within ten (10) days after ABC receives it from the Owner all subject to payment to ABC as a condition precedent. Any payments not paid by ABC in accordance with this Subcontract shall bear interest from the date due at the prime rate as published in the Wall Street Journal. Funds received by the Subcontractor shall be received in trust and used first, to satisfy the indebtedness owed by the Subcontractor to and on behalf of any person furnishing labor or materials, including taxes and fringe benefits used in performing the Work. The Subcontractor shall pay all applicable federal, state and local taxes, licenses, fees and sales taxes imposed upon the labor, material or other items used in performance of the Work.
- 6.4 Final Payment Conditions. Final payment shall not be due until the Subcontractor has completed all its obligations and furnishes ABC: (a) a final release and lien waiver of all claims of the Subcontractor against ABC and Owner, (b) an affidavit in a form ABC approves, listing all subcontractors of lower tiers and material men certifying by the Subcontractor's chief executive officer under oath that there are no liens or rights to lien, claims or demands by any of them, (c) final waivers of lien from the Subcontractor's lower tier subcontractors and material suppliers, (d) all warranties and applicable guarantees, and (e) approved maintenance manuals and as-built drawings for the Subcontractor's Work. The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner and ABC to the Subcontractor.
- 6.5 Submissions. The following items must be submitted with acceptance of this Universal Subcontract by the Subcontractor & prior to the submission of the first request for payment:
- a. Sales Tax information.
 - b. W-9.
 - c. RICRB Registration
 - d. Out of State company non-resident Contractor's tax form (if applicable).

Within ten (10) days of acceptance of the Job Scope, the following items will be submitted:

- a. Lead times for all manufactured items.
- b. A list of critical items & milestones, performed by others, which will have an impact on the Subcontractor's performance.
- c. Schedule of values on a form approved by ABC.
- d. Bona fide insurance certificate in the amounts of coverage listed below.
- e. Ten hour OSHA training evidence (if applicable). All municipal construction projects valued over \$100,000.00 require all field personnel to have completed a ten hour OSHA safety training course & to have proof of said training.
- f. Submittal Schedule with dates for all items requiring approval including samples.

ARTICLE 7
QUALITY OF WORK

- 7.1 The Subcontractor agrees to perform the Work in a good and workmanlike manner to the satisfaction of the Owner, Owner's Agent and ABC and in compliance with ABC's schedules as they are amended from time to time, so it does not delay, interfere or obstruct other work. The Subcontractor will be responsible for all its Work until the Owner accepts ABC's work as finally complete. The Subcontractor will have no claim for delay, or hindrance of any kind no matter how it is caused. If the Subcontractor is delayed in performing its work, it may be entitled to a time extension if it provides ABC proper written notice within 24 hours of the event causing the delay, and as required by the Contract Documents so that ABC has sufficient time as provided by its Contract to notify the Owner, and if the Owner agrees to such time extension.
- 7.2 Cleanup. The Subcontractor shall follow ABC's cleanup and debris removal directions. The Subcontractor shall, at its own expense, keep the premises free from unsafe conditions at all times; regularly and not less than daily, remove the accumulation of waste materials and rubbish caused by its operations from the site; broom clean each work area prior to discontinuing work in that area; thoroughly clean all surfaces, fixtures, equipment and materials, when directed by ABC; and remove all its waste materials and rubbish from and about the Project as well as all its tools, construction equipment, temporary structures, machinery and surplus materials on the completion of the Work. ABC shall have the right, but shall have no obligation, to direct the Subcontractor's cleanup activities. If the Subcontractor fails to commence cleanup duties within twenty-four (24) hours after written notification of non-compliance to its on-site representative, ABC may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.
- 7.3 Authority to Reject Work. The Owner's Agent, ABC and/or the Owner will have full authority to reject work that does not conform to the Contract Documents. The Subcontractor will, within forty-eight (48) hours or within such additional time as ABC may, in its discretion, determine is reasonable, repair or replace any of its work which is rejected by the Owner's Agent, ABC or the Owner as defective or failing to conform to the Contract Documents, at its own expense whether the defect is observed before or after completion and whether the work is fabricated, installed or completed. In addition, the Subcontractor shall bear all costs for the repair of work by others caused by or growing out of such defective work.

ARTICLE 8
COMPLIANCE WITH LAWS

- 8.1 The Subcontractor agrees that all the Work the Subcontractor performs will comply with all applicable laws, statutes, building codes and regulations without limitation, and that it will comply with all provisions of the Contract Work Hours and Safety Standards Act, Statutory Right to Know Laws, OSHA Regulations and the most stringent of the safety requirements of ABC, the applicable laws, ordinances and/or regulations.

ARTICLE 9
SAFETY

- 9.1 Before starting the Work, the Subcontractor and any subcontractors of lower tiers approved by ABC shall establish and furnish ABC for its approval, a safety program, hazardous communications policy, MSDS (Material Safety Data Sheets), and complete a pre-construction safety conference implementing measures, policies and standards conforming to those required or recommended by authorities having jurisdiction and by ABC, including requirements imposed by the Contract Documents and ABC's safety program. The Subcontractor shall, immediately upon notification from ABC, take whatever steps are necessary to correct any unsafe conditions. ABC's failure to notify the Subcontractor of any unsafe practices shall not relieve the Subcontractor of its responsibility. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility. The Subcontractor shall report all accidents immediately and furnish ABC copies of accident reports, in form and content approved by ABC, reporting any injury or accident to any employee of the Subcontractor or subcontractors of lower tiers while working on the Project within twenty-four (24) hours of any accident. The Subcontractor shall provide a safe workplace for its workmen, material suppliers, subcontractors of lower tiers, and consultants engaged to perform any of the Work, both on-site

and at any off-site location. The Subcontractor is solely responsible for the safety of its workers, material suppliers, subcontractors of lower tiers, and consultants.

ARTICLE 10
CHANGES IN THE WORK

- 10.1 ABC will have the right to make changes in the Subcontractor's Work consisting of additions, deletions or other revisions. Adjustments in the Subcontract Sum as a result of changes shall be made in the manner provided by the Contract Documents. All changes in the Subcontractor's Work shall be in writing, signed by an officer or duly authorized representative of ABC. Before commencement of changed work, and no later than ten (10) calendar days after receipt of a request for a proposal, the Subcontractor shall submit to ABC a written cost or credit proposal and schedule impact if any, with substantiation in form acceptable to ABC, the Owner's representatives and the Owner. Any attempt to reserve the right to subsequent claims for either additional payment or extension of time not quantified on such proposal shall be null and void. ABC will have no responsibility for the costs of any additional work which is not authorized in writing before performance pursuant to the terms of this Universal Subcontract.
- 10.2 In the event that the Contract Documents do not provide a method for calculating a change in the work, ABC and the Subcontractor shall negotiate a method for that particular project only. In the event that the parties are unable to agree on a method, the Subcontractor agrees to provide the work under a Construction Change Directive and the parties agree to resolve the dispute regarding the value of the work pursuant to Article 15 of this Universal Subcontract.

ARTICLE 11
INDEMNITY

- 11.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless ABC, the Owner, Owner's Agent, their respective agents, officers and employees and any other persons or entities required by the Contract Documents (collectively "Indemnities") from and against all claims, damages, losses, expenses (including, but not limited to, attorney's fees), liabilities, interest and judgment which (i) are attributable to injury, sickness, disease or death or to injury or destruction or damage to property, other than the Work itself, including loss of use therefrom, and (ii) are caused in whole or in part by, arising out of, or occurring in connection with the performance of the Work, any default, negligent act, or omission of the Subcontractor, any subcontractors of lower tiers or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor's Workers or Workmen's Compensation, Disability Benefit Act or other employee benefit acts. The Subcontractor shall provide in the policy of comprehensive general public liability insurance required by this Universal Subcontract, a contractual indemnity endorsement which insures the Subcontractor's liability under the provisions of this Paragraph, but such insurance will not limit the amount of any recovery. This obligation shall not be construed to negate, abridge or in any way reduce any other right or obligation of indemnity otherwise existing as to any party described in this Paragraph.

ARTICLE 12
INSURANCE

- 12.1 Prior to starting work, the Subcontractor and any subcontractors of lower tiers approved by ABC shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located and shall furnish satisfactory evidence to ABC that the Subcontractor has complied with the requirements of this Article 12 with an insurer or insurers ABC approves. The insurance coverages written on an occurrence basis shall be maintained without interruption from date of commencement of the Work until date of final payment and continuation of any coverage required to be maintained after final payment. ABC shall furnish to the Subcontractor insurance required of ABC and/or the Owner by the Contract Documents. ABC, the Subcontractor and any subcontractors of lower tiers waive all

rights against each other and against the Owner, Owner's Agent, separate contractors and all other subcontractors for damages caused by fire or other perils to the extent it is covered by property insurance provided under the Contract Documents, except such rights as they may have to the proceeds of such insurance. Unless the Contract Documents require insurance in greater amounts, the following is required:

Workers' Compensation	Statutory Benefits
Commercial General Liability.	Combined Single Limit including broad form CGL extensions.
.....	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$1,000,000 products-comp/op aggregate
	\$1,000,000 personal and advertising injury
	\$100,000 fire damage (any one fire)
	\$5,000 medical expenses (any one person)
Automobile Combined Single Limit including scheduled, non-owned, and hired automobile liability coverage	\$1,000,000
Umbrella Liability in excess of the above liability limits	\$1,000,000
Completed Operations Coverage	One Year

Special coverages for explosion, collapse and underground property damage coverage, asbestos, pollution or hazardous waste or exposures will be carried by the Subcontractor if the scope of work encompasses these items of work.

These insurance requirements apply to all subcontractors of lower tiers of the Subcontractor.

- 12.2 Insurance certificates indicating that the above coverages are in place shall be submitted to ABC prior to commencement of Work at the Project site. Any policy exclusions shall be stated on the certificates. Each insurance certificate must contain, as evidence of the required endorsements, the following: (1) Advanced Building Concepts and other interested parties as designated by ABC and/or the Contract Documents, is (are) "additional insured" on a primary and non-contributing basis on general liability, automobile and excess (umbrella) policies; and (2) waiver of subrogation in favor of Advanced Building Concepts applies on all policies. The Subcontractor's current Worker's Compensation Experience Modifier (MOD) must be included on the certificate.
- 12.3 The insurance required above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under this Universal Subcontract. The certificates of insurance shall contain a provision that coverage afforded under the applicable policies will not be canceled, affected, amended, or otherwise terminated, until at least thirty (30) days prior written notice has been given to ABC. This thirty (30) day notice requirement must also appear, by endorsement, on all the Subcontractor's policies. The Subcontractor and all subcontractors of lower tiers shall submit copies of its complete insurance policies to ABC, certified if requested, which evidence coverage required by this Subcontract, in addition to the requirement that the Subcontractor supply certificates of insurance prior to starting the Work.
- 12.4 The Subcontractor shall name ABC and/or the Owner and/or any other interested parties as designated by the Contract Documents, as additional insured on all liability policies of the Subcontractor, throughout the duration of the Project, and for (1) year after acceptance of ABC's completed Work by the Owner or for such additional time as is required by the Contract Documents. At all times, and under all conditions, the Subcontractor and all subcontractors of lower tiers are solely responsible for any and all of their equipment, tools, materials, and the like, which is not intended to be incorporated into the Work, which is used in performing the Work, whether it is owned, leased, or borrowed. If Advanced Building Concepts and/or other interested parties is (are) damaged by the failure or neglect of the Subcontractor or its subcontractors of

lower tiers to purchase and maintain the insurance described herein, then the Subcontractor shall bear all costs properly attributable thereto.

ARTICLE 13
TERMINATION FOR CONVENIENCE

- 13.1 ABC may at any time, and for any reason, terminate the Subcontractor's services and Work for ABC's convenience. Termination shall be by written notice. Upon receipt of such notice, the Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of the Universal Subcontract and/or Job Scope, and shall, if requested, make its best effort to procure cancellation of all existing orders or contracts upon terms satisfactory to ABC or at ABC's option, assign those orders or contracts to ABC. The Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work in progress and the material and equipment on or in transport to the job site.

Upon such termination, the Subcontractor shall be entitled to payment for the unpaid value of the Work completed in conformity with and measured by the percentage of completion of the Subcontract Work and proven damages caused by the termination. The Subcontractor shall not be entitled to any additional claim or claim of lien against ABC or the Owner for compensation or damages in the event of such termination. In no event shall the Subcontractor receive profit for uncompleted work or an amount exceeding the Subcontract Sum.

ARTICLE 14
TERMINATION FOR CAUSE

- 14.1 If the Subcontractor at any time defaults in any of its obligations under this Universal Subcontract and/or Job Scope, neglects to carry out the Work in accordance with the Contract Documents, fails to supply a sufficient number of properly skilled professionals, workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain ABC's job schedules which may from time to time be changed, ABC may, after seventy two (72) hours' written notice to the Subcontractor and without prejudice to any other remedy it may have, (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor, or (ii) terminate the employment of the Subcontractor and take possession of all materials and equipment, including, without limitation, all materials stored on or off site, and employ any other persons to finish the Work and provide materials for it in any way ABC sees fit. If ABC terminates this Universal Subcontract and/or Job Scope as provided in this Paragraph, the Subcontractor shall not be entitled to receive any further payments.

In the event ABC undertakes to correct the Subcontractor's deficiencies pursuant to (i) above and not terminate this Universal Subcontract and/or Job Scope, an appropriate Contract (Change Order) shall be issued, deducting from the payment then or later due (a) all ABC's direct and indirect costs of correcting such deficiencies or completing the Work, including but not limited to its attorneys fees, and (b) the cost to ABC of any delays caused by the Subcontractor's default, neglect or failure. If the cost of remedial action under (i) or (ii) above shall exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall, within 30 days after demand, pay such differences to ABC, including its costs and attorney's fees.

ARTICLE 15
DISPUTES

- 15.1 All claims and disputes between the parties on any matter relating to this Universal Subcontract will be decided and determined as follows:
- 15.2 If the claim or dispute cannot be settled at the project manager/project executive level, then upon the written demand of either party, the chief executive officers of the Subcontractor and of ABC shall meet alone at the construction site within 14 days of the demand for a minimum of uninterrupted good faith discussions of at least two hours. The meeting shall be a condition precedent to mediation;

- 15.3 If at the meeting between the chief executive officers in 15.2 above, or within such additional time as the parties may agree on, the parties do not settle the dispute, either party may, 14 days after the meeting or expiration of such additional time, submit the dispute to the American Arbitration Association for mediation under its then current Mediation Rules. The parties shall share all the costs of the mediation, which unless the parties and the Mediator cannot otherwise agree, shall be held in the city or town where the Project is located. Mediation shall be a condition precedent to arbitration or court action;
- 15.4 If the parties are unable to settle the dispute in mediation, the claimant may, 30 days after the mediation has concluded, file a demand for arbitration of the dispute with the American Arbitration Association. Except for disputes in excess of \$80,000, all disputes between the parties on any matter relating to the Universal Subcontract shall be subject to Arbitration in accordance with the Rules of the Association, and unless the parties otherwise agree, at the city or town of the Project. All disputes or claims in excess of \$80,000 will be decided by arbitration only if ABC agrees. If ABC does not agree, such matters shall be determined by the Court, but with both parties waiving any right to trial by jury.

ARTICLE 16
BONDS

- 16.1 If requested and paid for by ABC, the Subcontractor shall furnish a 100% Performance Bond, a 100% Labor and Material Bond and a Lien Bond, each in a sum equal to the Subcontract Sum as stated in the Job Scope in favor of ABC and issued by a surety ABC approves and which is authorized to do business in the jurisdiction where the project is located. The Subcontractor's failure to deliver satisfactory Bonds within ten (10) days after the signing of the Job Scope, or ABC's demand will be deemed a material breach of this Universal Subcontract.

ARTICLE 17
FINANCIAL INFORMATION

- 17.1 From time to time throughout the project, if requested by ABC, Subcontractor shall provide updated financial information including but not limited to accountant's letter, balance sheet(s), income statement(s), and notes to financial statements.

ARTICLE 18
DIFFERENCES IN CONTRACT PROVISIONS

- 18.1 In the event of any difference between any provisions of this Universal Subcontract and the provisions of the other Contract Documents, the more stringent provisions shall govern.

ARTICLE 19
SUBCONTRACT SUPERSEDES PRIOR AGREEMENTS

- 19.1 This Universal Subcontract supersedes all prior quotations, correspondence and agreements whether written or oral. This Universal Subcontract, including all documents incorporated by reference, constitutes the complete Agreement between the parties and cannot be altered in any respect except by a writing duly executed by both parties.

ARTICLE 20
SEPARABILITY

- 20.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available under it, except for those provided in Article 15, shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision of this Universal Subcontract be invalid as a matter of law, such invalidity shall affect only such provision and shall not invalidate or affect remaining provisions of this Universal Subcontract.

ARTICLE 21
JURISDICTION

21.2 The validity, interpretation and performance of this Universal Subcontract shall be governed by the laws of the jurisdiction of the Project.

ARTICLE 22
WRITTEN NOTICE

22.1 All notices shall be in writing addressed to the parties at the addresses indicated in this Universal Subcontract unless subsequently changed in conformance with this provision and shall be considered as delivered on the third business day after the date of mailing if sent certified mail, or when received in all other cases, including telegram, facsimile, other printed electronic medium, personal delivery, or recognized overnight delivery.

23.1 The titles given to the Articles or Paragraphs of this Universal Subcontract are for ease of reference only. Titles are not to control the meaning or affect of the terms of the Articles or of other Articles.

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

CONTRACTOR

Advanced Building Concepts

1077 Aquidneck Ave.

Middletown, RI 02842

Signature
John Brooks
President

Date

SUBCONTRACTOR

Subcontractor

Street

City/Town, State Zip

Signature

Date

Name _____

Title _____