



**Real Services,  
Inc.**

**1005 E King Street  
York, PA 17403**

**Phone-717-854-8122**

**Fax-717-845-7562**

## **Construction Subcontract**

**This Contract/Agreement is between:**

**CONTRACTOR:**

**Real Services, Inc.  
1005 E King Street  
York, PA 17403**

**AND SUBCONTRACTOR:**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contact person:** \_\_\_\_\_

**Ins. Co. & Policy #:** \_\_\_\_\_

---

---

**NOTICE:**

If Owner is also General Contractor, whenever it says "Contractor" in this Agreement, the word "Contractor" shall mean "General Contractor and Owner".

---

---

"INTENDING TO BE LEGALLY BOUND"

**DESCRIPTION OF THE PROJECT:**

Subcontractor agrees to furnish all equipment, materials, supplies, services, labor and supervision to construct and complete in a good and workmanlike manner and in accordance with all applicable labor, building, and other laws and codes and in accordance with the Building Plans and Specifications the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

on the property (hereinafter called the "Project") with the following description and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY LINES:**

Contractor will show property stakes to Subcontractor upon Subcontractor's request.

**PAYMENT:**

Contractor will pay Subcontractor at the Subcontractor's place of business the sum of \$ \_\_\_\_\_  
( \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents)

**A. In Installments:**

- \_\_\_\_ % Upon \_\_\_\_\_

**B. Or, in the alternative, 100% Upon Completion**

If Payment is agreed to be made in installments, the Payment of Installments is contingent upon the Subcontractor completing the proportionate amount of work on the Project in the time required for which installment is requested. Subcontractor understands and agrees that it has the absolute obligation to utilize the payments that it receives for it's laborers, supplies, and others involved in the Project on the Subcontractor's behalf. Contractor reserves the right to withhold retainage from each payment in an amount not to exceed \_\_\_\_\_percent. The Contractor shall not be obligated, to make the final payment, including retainage, until Subcontractor has completed all of it's obligations for the Project, including the provision of proof that it is paid in full all persons or entities furnishing labor, materials or services.

Subcontractor has delivered all guaranties warranties, and other materials and Subcontractor has taken any other reasonable Action required by the subcontractor or appropriate for the contract.

**SCHEDULE:**

Subcontractor has the right to cancel this Agreement if he/she cannot commence the work covered by this Agreement within \_\_\_\_\_ days of this subcontract.

**INSURANCE:**

Subcontractor shall maintain insurance per Paragraph 8 in amounts not less than \$500,000.00 General Liability each occurrence and \$1,000,000.00 General Aggregate or as required by specifications.

## TERMS AND CONDITIONS:

The terms and conditions are part of this contract.

**1. Plans and Specifications.** The Project shall be built according to the plans and specifications identified as

\_\_\_\_\_ and dated \_\_\_\_\_

**2. Conflict between Subcontract, Plans and Specifications.** These three documents are intended to supplement each other. However, in case of conflict, the provisions of the Contract between the Owner and Contractor shall apply. Without this provision, the plans will control the specifications and the terms of the subcontract shall control both.

**3. Labor and Material.** Subcontractor shall pay for all necessary labor and material used in the construction of the Project. However, Contractor will not require Subcontractor to pay for these charges in any period during which the Contractor is behind in making progress payments to the Subcontractor.

Contractor may pay the above-mentioned labor and material charges on behalf of the Subcontractor if Subcontractor fails to make the required payments. Subcontractor shall reimburse Contractor for the amount paid on demand, or, at the Contractor's option, Contractor may set off the amount due against Subcontractor's next progress payment. Contractor shall not, however, by means of assignment or otherwise, be entitled to collect a greater amount from the Subcontractor than the Contractor actually paid.

**4. Extra Work.** Subcontractor must give Contractor a written notice within ten (10) days after work or materials have been furnished that Subcontractor claims is extra work and should be paid for accordingly. If this notice is not given, it will be assumed that the subcontract price as specified in this contract shall be deemed to be full compensation for all work and materials furnished by the Subcontractor, even if such work and materials are not specifically called for in the contract, plans or specifications.

**5. Delays.** Subcontractor shall not be held liable for any delay in the completion of the contract if delay is caused by acts of God, bad weather, labor trouble not the fault of the Subcontractor, acts of public utilities, bodies or inspectors. In case of such delays, Subcontractor shall be granted additional time of a duration corresponding to the delay to complete its work, but no additional compensation shall be required.

**6. Right to stop work.** Subcontractor has the right to stop work if any payment is not made to the Subcontractor. The job may be kept idle until all payments have been received. Contractor has the right to direct Subcontractor to stop work if the Contractor should determine that the work on the Project is not proceeding as required by the project documents, including this Agreement, or should other reasonable cause not exist.

**7. Damage to Project.** If Project is destroyed by fire or other catastrophe, Subcontractor shall be paid for all work performed, and Subcontractor shall have no further obligations under this Contract, or, at Contractor's option, Contractor shall pay for the extra work done in rebuilding or repairing the Project as explained in section 4.

**8. Insurance.** Subcontractor will maintain in full force and effect a worker's compensation insurance policy and a comprehensive liability insurance policy in amounts not less than required by the specifications, or as noted in the section titled "Insurance", and shall furnish certificates of insurance to the Contractor before commencing work, even if Contractor is not demanding delivery of these certificates. Insurance policies shall name Contractor as an additional insured on a primary and non-contributory basis and such insurance policies shall provide that the Contractor be sent notice of cancellation not less than thirty days prior to the effective date of such cancellation.

**9. Notice.** Any notice given from one party to the other shall be deemed receiving when using regular postage prepaid mail, including notice of change of address.

**10. Bankruptcy.** If either party makes an assignment for the benefit of creditors or becomes bankrupt, the other party has the right to cancel this Agreement. Subcontractor, or his trustee in bankruptcy, shall be paid for all work already performed, and the contract shall be terminated.

**11. Assignment.** Contractor is not allowed to assign this Agreement or payment due to anyone without Contractor's written consent.

**12. Clean-Up.** Subcontractor will, upon completion of the work, remove all his construction debris and surplus material from the property and leave it in a neat and broom-clean condition. Additionally, the Subcontractor shall indemnify and hold-harmless Contractor from any and all damages and claims, including reasonable attorney's fees and costs, arising from or related to Subcontractor's work on the Project..

**13. Labor Agreement.** Subcontractor shall comply with all terms inder any Master Labor Agreement with Trade Unions, if applicable, and will do everything in his power to prevent strikes, slowdowns or other labor problems resulting from the Subcontractor doing his work on this Project.

**14. Legal Action.** All controversies arising out of this Project and this Agreement shall be resolved through mandatory, binding arbitration, which shall be had in accordance with the rules of the American Arbitration Association existing at the time the request for arbitration is filed. The arbitrator shall be empowered to decide the controversy and issue a binding award, even if one or more parties declines, neglects or refuses to participate in the arbitration. The arbitrator shall have the authority to award reasonable attorney's fees. Arbitration proceedings shall take place in York County, Pennsylvania, and Pennsylvania law shall govern.

**15. Substitution of Materials and Equipment.** Subcontractor shall not use different materials or equipment than are specified in the plans and specifications unless prior written approval has been received from Contractor.

**Contractor:**

**Subcontractor:**

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Dated:** \_\_\_\_\_