

State of _____

County of _____

City of _____

Debris Removal Subcontract

KNOWN ALL ME BY THESE PRESENTS that,

WHEREAS, Statewide Tub Grinding Inc., hereinafter referred to as (“Contractor”), was awarded a Contract for Storm Debris Services _____, dated as of _____.

WHEREAS, Contractor and _____ (hereinafter referred to as “**Subcontractor**”) have entered into an agreement upon the following terms and conditions:

- (1) **Subcontractor** agrees to perform said contract as per the terms, specifications and conditions of said contract, a copy of which are attached hereto and marked Exhibit “A” and Exhibit “B”
- (2) **Subcontractor** specifically understands and agrees that he/it must obtain insurance (general liability - \$500,000.00/occurrence, automobile - \$500,000.00/occurrence and workman’s compensations - \$500,000.00/occurrence) as requested by the above described contract, and a certificate of that insurance must be posted with Contractor before work under the agreement shall commence. If for any reason **Subcontractor** does not furnish proper insurance **Statewide Tub Grinding Inc.**, will deduct from **Subcontractor** settlement general liability and workman’s compensation insurance cost that must be paid by Contractor as a result of **Subcontractor’s** failure to have proper insurance.
- (3) **Subcontractor** agrees to do the required work in a good and workmanlike manner, as required under said contract. **Subcontractor** Management Personnel must be onsite and in charge of their assigned areas at all times.
- (4) **Subcontractor** represents that it/he is experiences with debris removal and that it/he has the necessary equipment, manpower materials and funding to perform said contract.
- (5) **Subcontractor** agrees to pay all local, state, and federal taxes incurred during the performance of said contract; and **Subcontractor** specifically agree to make all necessary withholding tax deductions from employees’ salaries for state and federal taxes and shall provide all persons employed with the necessary and appropriate 1099, and/or W/2 statements as required by law.

(6) **Subcontractor** further agrees and understands that it is in no way an agent, servant, or employee of the **Contractor** and shall in no way hold itself/himself out as being anything other than a subcontractor for **Statewide Tub Grinding Inc.**

(7) **Subcontractor** warrants that it is not a debarred contractor and understands that any infraction of the local state of federal law, or provisions of the above contract, shall mean immediate termination.

(8) **Subcontractor** shall be paid in accordance with the following schedule for the performance of said contract.

Description of Services	Cost	Unit	SWTG Rep Initial	Subcontract Rep initial
Pick-up and haul debris from public rights-of-way to Temporary Debris Storage and Removal Site (TDSRS)				
Vegetative debris removal		Cubic yard		
C & D debris removal		Cubic yard		
Pick-up and haul debris from TDSRS to FINAL DISPOSAL SITE				
Reduced vegetative debris		Cubic yard		
Reduced C & D debris		Cubic yard		
Ash		Ton		
Stump removal and hauling to Disposal Site (Stump prices are only for stumps that dug up and removed per FEMA guidelines.)				
Small stumps (24"-36" dia.)				
Med stumps (37"-48" dia.)				
Large stumps (48" dia and greater)				
Stump removal from ROW per FEMA guidelines		Cubic yard		
Site Management				
Time and Material - Pay Schedule Attached				
Other				

Payment shall be made as follows:

- a) Ninety per cent (90%) on a weekly basis. Payment will be made in arrears on the Friday following the week ending the previous Sunday.
- b) The ten per cent (10%) withheld will be paid: (1) Upon completion of the contract between **Statewide Tub Grinding Inc.**, and its customer (Exhibit "A" attached). (2) Upon **Subcontractor** completing all their obligations such as damage repairs as well as satisfactory payment and settlement with **ALL** their employees and subcontractors. If **Statewide Tub Grinding Inc.** personnel have to get involved to solve problems between **Subcontractor** and their employees and/or subcontractor(s), Subcontractor will be charges for these services (3) Upon final reconciling, release and final payment to **Statewide Tub Grinding Inc.**, from its customer.

(9) **Subcontractor's** failure to complete final cleanup in their assigned areas to the satisfaction of **Statewide Tub Grinding Inc.** and the clients will result in forfeiture if the **Subcontractor's** 10% retainage. The moneys will be used to pay other contractor's to complete the final cleanup.

(10) **Subcontractor's** failure to perform as required by the general contract (Exhibit "A" attached) shall be grounds for immediate termination of this subcontract, and **Subcontractor** agrees to hold harmless **Contractor**, and the _____, and agrees to indemnify Contractor for all damages losses, and/or expenses it occasions by **Subcontractor's** failure to perform this subcontract and the general contract as hereinabove described.

DATED this the _____ day of _____ .

Contractor:

By: _____

Its: _____

Witness: _____

Phone: _____

Subcontractor:

By: _____

Its: _____

Witness: _____

Phone: _____

Instructions for Obtaining and Sending Insurance Certificates

1. We have given you the required minimum limits according to our contract. You and all contractors, drivers, operators, etc., working for you must have insurance coverage and such coverage must meet or exceed these limits for you to be able to work under this contract: auto (\$500,000.00/per occurrence). General liability (\$500,000.00/per occurrence) and workman's comp policies (\$500,000.00/per occurrence).
2. The following must be named as certificate holders on your auto, general liability and workman's comp policies:
 - a. Statewide Tub Grinding Inc., P.O. Box 2689, Apopka, FL. 32704
 - b. The City or County where you are working and/or Name and Job number of Project. It is stated in your Subcontractor Contract.
3. Have your insurance agent fax copies of your general liability, auto liability, and worker's compensation policies to (352) 383-8320 or email at michelle@wlwconstruction.com. If you have any questions call (407) 744-1100.

Note: We must receive these certificates in a timely manner if you want to continue working.

Attention All Subcontractors:

Your check will be processed every week as follows:

1. Starting the first Monday after you begin hauling, you will need to prepare an invoice verifying tickets hauled, date hauled and the credited cubic yardage hauled for each load during that time period.
2. Time periods will run from beginning date hauled through Sunday PM.
3. Time and materials invoices will need to be invoices as well. This invoice does not need to be a formal invoice. It can either be a computer generated copy or a handwritten invoice.
4. Your invoice **must be received by Monday afternoon**, invoices can be faxed, hand delivered or emailed, but we **must** have something in hand to compare your calculated loads to our database.
5. Checks will be issued on Fridays.

This procedure will help speed up the reconciliation process between Statewide Tub Grinding Inc. and you, the subcontractor. This invoice will be compared to our database to ensure the we both are coming up with the same cubic yardage for that week. If we do have a discrepancy, we will be able to quickly identify and correct.

Thanks you all in advance for you cooperation.

EXHIBIT “A”

EXHIBIT “B”

Subcontractor Requirements List

As the **Subcontractor**, I have read and understand that following list is part of the **Subcontractor’s** responsibilities and by signing the contract, I agree to abide by the said requirements.

Subcontractor Requirements:

1. A list of all personnel and subcontractors per job site, with name and phone numbers, will be made available to **Statewide Tub Grinding Inc.**
2. All vehicles, equipment, fuel, materials, parts, tires, and clean-up in work areas will be provided by Subcontractor.
3. All equipment and trucks are serviced and maintained on a regular basis and have been checked for the following safety requirements:
 - a. Tires appear in acceptable condition
 - b. Brake lights work
 - c. Turn signals work
 - d. Reverse lights work
 - e. Backup alarm working
 - f. Horn working
 - g. Any removable components (sideboards, tailgates, etc.) are secured
 - h. Tailgate is properly secured and is a FEMA approved tailgate the opens from the side.
 - i. No false bottoms, hidden tanks, or other load altering devices are in place.
4. All trucks used to haul debris, at a minimum, are capable of rapidly dumping its load without the assistance of other equipment; and/or if equipment is needed to unload trucks, it will be provided by the Subcontractor.
5. All trucks hauling debris will have a tailgate that will effectively contain the debris during the transport and permit the truck to be filled to capacity. Tailgates should meet FEMA requirements and should not be made from plastic mesh. Metal fence gate, turkey wire or cattle wire can be used if approved by FEMA/City/County.
6. Sideboards or other extensions to the truck bed are allowable provided they meet all applicable rules and regulations, cover the front and both side, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” by 6” boards or greater and not to extend more than two feet above the metal bed sides. Use of any other types

must be approved by Statewide Tub Grinding Inc. and City/County prior to certification.

7. All truck drivers will have a valid driver's license and/or a CDL certification (if applicable).
8. Trucks will have current registration (bill of sale for new trucks, if within 30 days, will be accepted until registration is issued) in the truck at all times.
9. All trucks will have current proof on insurance in the truck at all times.
10. All traffic safety signs and equipment will be furnished by **Subcontractor**, to include but not limited to:
 - a. Traffic signs (RAOD WORK AHEAD, ONE LANE ROAD AHEAD, FLAGMAN SYMBOL, etc.) must be in acceptable condition and not homemade.
 - b. One orange vest and one hard hat for each ground crew member.
 - c. Adequate cones to place one per 20 linear feet of work zone.
 - d. Two stop/slow paddles for flagman.
 - e. First Aid Kit.
 - f. A fully functional fire extinguisher for all vehicles.
11. If crew has chainsaw operator, the following will be in place:
 - a. Chaps, hearing and ear protection for chainsaw operator.
 - b. Orange highway hard hat, vest, cap and shirt for chainsaw operator.
12. All trucks will be certified by City/County representative before hauling any loads.
 - a. All trucks will have a placard with certified number and measured cubic yardage written on it and placed on the driver's side of the truck bed and in clear view for tower personnel.
 - b. **IF for any reason the cubic yards change, the truck MUST be recertified immediately and a new certificate number will be issued.**
 - c. All trucks will have a **copy of the truck certification** with the truck at all times.
13. **Subcontractor** assures that all loads are transported without threat of harm to the general public, private property, and public infrastructure. Any debris above the top rail poses a threat to utility lines and possibly the public.