



REGIONAL DISTRICT of Fraser-Fort George

SCRAP METAL RECYCLING SERVICES

INVITATION TO TENDER ES-09-07

Prepared by:
Regional District of Fraser-Fort George
Environmental Services



Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
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<http://www.rdffg.bc.ca>

TABLE OF CONTENTS

INVITATION TO TENDER.....	1
INSTRUCTIONS TO TENDERERS	2
TERMS OF REFERENCE.....	5
ACKNOWLEDGEMENT LETTER	8
BIDDER CHECKLIST	9
TENDER FORM	10
SCHEDULE OF PRICES – TENDERED PRICE.....	12
SCHEDULE OF PRICES – FORCE ACCOUNT WORK.....	13
LIST OF CONTRACTOR’S PERSONNEL	14
LIST OF SUB-CONTRACTORS.....	15
LIST OF EQUIPMENT.....	16
TENDERER’S EXPERIENCE IN SIMILAR WORK.....	17
GOODS AND SERVICES TAX INFORMATION	18
IRREVOCABLE COMMERCIAL LETTER OF CREDIT	19
CONTRACT AGREEMENT	20
GENERAL CONDITIONS.....	22
1. DEFINITION OF TERMS.....	23
2. INTENT OF CONTRACT DOCUMENTS	24
3. LOCAL CONDITIONS	24
4. MANAGER’S STATUS.....	25
5. SUPERVISOR AND LABOUR	25
6. CHARACTER OF WORKERS	25
7. ASSIGNMENT OF CONTRACT.....	25
8. PROVISIONS FOR TERMINATION OF CONTRACT BY THE OWNER	26
9. CONTRACTOR’S TERMINATION OF CONTRACT.....	26
10. SUSPENSION OF WORK BY THE OWNER.....	26
11. SUBCONTRACTS.....	26
12. OWNER’S RIGHT TO CORRECT DEFICIENCIES	27
13. INDEMNITY AND RELEASE BY CONTRACTOR	27
14. IRREVOCABLE COMMERCIAL LETTER OF CREDIT	27
15. PERMIT AND REGULATIONS	27
16. INJURY OR DAMAGE TO PERSONS OR PROPERTY	27
17. OCCUPATIONAL HEALTH AND SAFETY	28
18. CHANGES IN THE WORK.....	28
19. PAYMENT	28
20. GOODS AND SERVICES TAX (G.S.T.)	28



21.	FINANCIAL PENALTY	29
22.	REMOVAL OF LIENS.....	29
23.	RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT	29
24.	INSURANCE	29
25.	DURATION OF CONTRACT.....	31
26.	WORKSAFEBC	31
27.	DISPUTED WORK	31
28.	RIGHTS OF WAIVER.....	31
29.	SEVERABILITY	31
	NOTICE OF PROTEST	32
	OPERATIONAL SPECIFICATIONS	33

INVITATION TO TENDER

The Regional District invites public tender submissions for the sorting, pickup, removal and sale for recycling of scrap metal and white goods from Regional District waste management facilities.

Sealed Tenders, will be received by Diane Hiscock, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC up to 2:00 p.m. on November 24, 2009. Tenders must be returned in a sealed envelope labelled "SCRAP METAL RECYCLING SERVICES Contract ES-09-07". Responding organization or individual must have their name and full mailing address clearly marked on the outside of the tender envelope. Tenders will be opened in public at 2:15 p.m. on November 24, 2009 at the Regional District Offices at 155 George Street.

The work to be performed under this Contract is described as the scrap metal compaction, trucking and sale services.

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca , or
- B) In a hard copy format on or after Monday, November 2, 2009, from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory holidays. The cost for each hard copy tender package is twenty-five dollars (\$25) (GST included) and is non-refundable.

The lowest or any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders. Facsimile Tenders and Electronic Tenders will NOT be accepted.

For further information please contact:

Dana Ferguson, Operations Leader
Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8

Phone: 250-960-4400 / Toll Free: 1-800-667-1959 / Fax: 250-562-8676
Email: dferguson@rdffg.bc.ca

For information concerning other Prince George regional public sector bidding opportunities, please visit our Regional Marketplace web page at <http://www.marketplacenorth.ca>

INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
SCRAP METAL RECYCLING SERVICES
Contract ES-09-07
from December 1, 2009 to November 30, 2012

Tenders not submitted in strict accordance with these instructions or not complying with the requirements laid down in the documents may be rejected.

Tender Documents

Tender Documents may be obtained:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca, or
- B) In a hard copy format on or after Monday, November 2, 2009 from the Regional District of Fraser-Fort George, Service Centre, 155 George Street, Prince George, BC between the hours of 8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory Holidays. The cost of each hard copy tender package is twenty-five (\$25) (GST included) and is non-refundable.

It is the sole responsibility of the respondent to ascertain that they have received a full set of Tender documents. Upon submission of their bid, the respondent will be deemed conclusively to have been in possession of a full set of Invitation to Tender documents.

Inquiries relating to this Tender must be directed to Dana Ferguson, Operations Leader, phone 250-960-4400 / Fax: 250-562-8676 / Email: dferguson@rdffg.bc.ca

Acknowledgement Letter

Upon receipt of these documents, a potential respondent will sign one copy of the Acknowledgement Letter and either mail or fax the signed copy to the attention of Dana Ferguson, Operations Leader. No respondent who signs and returns the Acknowledgement Letter is obligated to submit a Tender.

Any respondent who does not submit the Acknowledgement Letter will not be sent any amendments or addenda and may be disqualified.

Closing Date and Opening of Tenders

Sealed Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, up to 2:00 p.m. local time on Tuesday, November 24, 2009 to be opened in public at 2:15 p.m. in the Regional District Office at 155 George Street, Prince George, BC.

The Tender documents will be enclosed and sealed in a labelled envelope marked:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
SCRAP METAL RECYCLING SERVICES
Contract ES-09-07
from December 1, 2009 to November 30, 2012

Your organization's name and full mailing address must also be marked on the envelope. Facsimile Tenders and Electronic Tenders will NOT be accepted.

Any Tender received after the closing date and time (Tuesday, November 24, 2009 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

Regional District's Right to Reject Tender

The Regional District reserves the right to reject any and all Tenders; the lowest will not necessarily be accepted.

The Regional District reserves the right, in its sole discretion, to waive informalities in Tenders, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District.

No Tenderer shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation to Tender.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a bid, a Tenderer agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing its bid for matters relating to the Agreement or in respect of the competitive process, and the Tenderer, by submitting a bid, waives any claim for loss of profits if no agreement is made with the Tenderer.

If a Tender contains a defect or fails in some way to comply with the requirements of the Tender Documents, which in the sole discretion of the Owner is not material, the Owner may waive the defect or accept the Tender.

The Owner reserves the discretion to reject any tender submitted by a bidder, where one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of that bidder (or in the case of a tender submitted by a bidder who is an individual person, where that individual) is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting this tender the bidder further confirms that neither the bidder (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the bidder is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

Introduction

The Regional District of Fraser-Fort George is pleased to provide an opportunity for qualified and experienced contractors to submit tenders for a scrap metal recycling service. The service will provide collection, processing and marketing services for scrap metal collected at a variety of waste management sites throughout the Regional District. It is the intent of the Regional District to enter into a contract with one operator to provide a scrap metal recycling service for a period of three (3) years beginning December 1, 2009.

It is the intent of the Regional District to maintain a viable scrap metal recycling service based on terms which minimize risk to the successful contractor and maximize cost efficiencies and waste diversion from landfill. A scrap metal recycling service should provide viable collection systems and a reliable processing schedule.

The Regional District of Fraser-Fort George provides local government services to approximately 100,000 people in four municipalities and seven electoral areas covering a geographic area of 52,000 km². Approximately 75% of the population lives in the City of Prince George with an additional 8,000 people residing in the municipalities of Mackenzie, McBride and Valemount. The remainder resides in seven Electoral Areas.

The Regional District is governed by a 14-member Board consisting of seven directors appointed by four municipalities and seven electoral directors elected by voters in seven electoral areas. Each municipality or electoral area participates in a variety of regional or local services, paid for through 100 individual budgets and a variety of cost sharing formulas.

The Regional District website (www.rdffg.bc.ca) provides additional information concerning its services.

Background

The Regional District operates a network of solid waste collection facilities throughout the Regional District (see attached map). A number of these facilities have areas for marshalling scrap metal until the recyclable material can be collected by a recycler. A few facilities provide temporary storage by way of roll-off bins where the material is hauled to a marshalling area for longer term storage.

The Regional District currently provides temporary storage for scrap metal at nine facilities. The largest facility is Foothills Boulevard Regional Landfill, located within the municipal boundaries of the City of Prince George. The majority of scrap metal is old appliances and hot water tanks, defined as "white goods" that have had ODS removed from refrigeration systems by others. The remainder consists of miscellaneous ferrous and non-ferrous metallic materials, including, but not limited to, sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable, bath tubs, fencing, bicycle frames, automotive parts, machinery, metal furniture, tire rims and rolled steel shapes.

The following table provides the weight of scrap metal collected at our facilities over the past three years.

Any quantities provided or described by the Regional District are approximate only and do not constitute a warranty or guarantee as to the actual quantities available.

FACILITY	2007	2008	2009 (January 1st to September 1st)	AVERAGE
Foothills Boulevard Regional Landfill	0	2,022,540	167,380	729,973
Robson Valley (Valemount Transfer Station, Legrand Landfill)	620,580	0	2,754,520	1,125,033
Mackenzie Regional Landfill	1,287,360	1,698,480	0	995,280
Rural Transfer Stations/ Landfills*	439,480	0	0	146,493
TOTAL WEIGHT (metric tonnes)	2,347	3,721	2,921	2,996 Average/Year

* diverted directly to Foothills Marshalling Area now.

Terms of Reference

The successful tender submission will enter into a contract to carry out work under this Invitation to Tender. The Regional District recognizes the necessity of providing our customers with a reliable, and economical metals management system and has the following expectations:

1. That the successful contractor provides reliable, consistent service to the Regional District.
2. That all materials collected are processed and recycled into a new metal product.
3. That the successful contractor will be able to provide proof, satisfactory to the Regional District, that all materials collected are recycled.
4. That the successful contractor will pay the Regional District revenue for all scrap metals collected by the proponent for recycling.

The Regional District commits to the following:

1. To provide a suitable place for the collection of all metals at the disposal sites.
2. To remove all Freon from all appliances at each facility prior to processing.
3. To stockpile metal in a location as required by the contractor.
4. That all metal received at the landfill are for the sole use of the successful vendor during the contract period.

The scrap metal storage areas are segregated in each landfill and transfer station and the deposit of contaminants is not permitted. It is however anticipated that some contaminants can be expected and that the contractor will not be compensated extra to remove contaminants, nor shall the Regional District be subject to any damages that may result due to contaminants.

Any non-recyclable contaminants found in the scrap metal storage area are to be set aside by the Contractor in a single pile for later removal by the Regional District.

Tenders will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

All documents, including proposals, submitted to the Regional District in relationship to this project become the property of the Regional District. The Regional District will provide a debriefing for individual proponents at their request subject to the *Freedom of Information and Protection of Privacy Act*.

Proof of Ability

The Tenderers will be competent and capable of performing the work. The Tenderer is required to provide evidence of previous experience and financial responsibility before the contract is awarded.

A complete list of the equipment, which the Tenderers will make available for the completion of the contract, will be included with each Tender.

Security Deposit

A certified cheque, bank draft or money order in the amount of Two Thousand Five Hundred Dollars (\$2,500) must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within sixty (60) days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Two Thousand Five Hundred Dollars (\$2,500) Security Deposit.

Irrevocable Commercial Letter of Credit

The successful bidder will be required to provide an Irrevocable Commercial Letter of Credit provided in the amount of Twenty Thousand Dollars (\$20,000) on award of contract. The Irrevocable Commercial Letter of Credit will be kept current for the life of the Contract plus sixty (60) days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the Security Deposit.

Discrepancies or Omissions

Tenderers finding discrepancies or omissions in the specifications or other documents or having any doubts on the meaning or intent of any part thereof, should immediately request in written form, either by fax, by Email or by mail, clarification from Petra Wildauer, General Manager of Environmental Services. Upon receipt of the written request for clarification, the General Manager will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions will be done at the Contractor's risk.

Addenda issued during the time of Tendering will be signed by the Contractor and included with the Tender and will become a part of the Tender documents.

Examination of Contract Documents and Site

The Contractor will satisfy themselves as to the practicability of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the site.

The Contractor will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and

equipment necessary for the completion of the work, and the means of access to the site, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

The Contractor will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the prices stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the Supply of all labour, equipment, material, supervision, services, taxes and assessments, together with the Contractor's overhead and profit, except where otherwise provided elsewhere in this Contract.

Bid Prices

Tender prices must remain open for acceptance for a period of sixty (60) days from time of Tender opening, unless otherwise stated by the Regional District.

Tenders will be evaluated on the ability of the Tenderer to comply with Contract requirements, the Tendered Price and experience. Where bid prices are the same, the Regional District will consider experience in similar Work beyond the minimum standards established in the Contract.

The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender.

Start and Duration of Contract

The Contract will begin on December 1, 2009 at 12:01 a.m. and the Contract will stay in force until midnight November 30, 2012. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates to the maximum of two (2) years. The Contract duration will not exceed five (5) years.

Location of Site

The Foothills Boulevard Regional Landfill is located at 6595 Foothills Boulevard within the City of Prince George is the main site. The Regional District also has numerous other site such as Mackenzie, Bear Lake, Valemount, Legrand, Dome Creek and Sinclair Mills.

Tender Submissions

Tenderers will complete pages 10 through 18 and submit these pages, along with their Security Deposit, in a sealed envelope.

Submissions which contain qualifying conditions or otherwise fail to conform to these instructions may be disqualified or rejected.

The Regional District of Fraser-Fort George will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a tender is the tenderer's responsibility.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

Date

We presently intend to _____ provide/ _____ not provide a Tender as requested.

Return immediately to:

Dana Ferguson, Operations Leader
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Fax Number: 250-562-8676

BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- Has the Tender Form been signed, sealed and witnessed? _____
- Has the Security Deposit requirement been met? _____
- Is the Schedule of Prices completed? _____
- Are the following pages included:
 - › Schedule of Prices – Tendered Price? _____
 - › Schedule of Prices – Force Account Work? _____
 - › List of Contractor's Personnel? _____
 - › List of Sub-Contractors? _____
 - › List of Equipment? _____
 - › Tenderer's Experience in Similar Work? _____
- Are the documents complete? _____

Note: *Your proposal may be disqualified if ANY of the applicable foregoing points have not been complied with.*

Ensure that the proposal is returned in the envelope supplied clearly marked on the outside with:

- Attention Diane Hiscock, General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC
V2L 1P8
- REGIONAL DISTRICT OF FRASER-FORT GEORGE
SCRAP METAL RECYCLING SERVICES
CONTRACT ES-09-07
- Responding Organization's name and address.

TENDER FORM

Date: _____

Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

ATTENTION: Diane Hiscock, General Manager of Financial Services

Dear Madam:

Having carefully examined the Instructions to Tenderers, Form of Tender, Irrevocable Commercial Letter of Credit, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written addenda (if any), and having visited the site(s) for purposes of examining site conditions and having become familiar with all conditions that affect the execution of the work, and having satisfied themselves as to the sufficiency of the Tender the undersigned agrees to sorting, pickup, removal and sale for recycling of scrap metal and white goods from Regional District waste management facilities as specified, in accordance with the contract documents.

The Tenderer agrees that in consideration of having its Tender considered for the unit rate shown on the Schedule of Prices, the Tendered price is open for acceptance within sixty (60) days of the Tender closing and will not be withdrawn during that period of time.

The Tendered price excludes GST, but includes all duties and all other additional charges on any or all materials, equipment and labour, and it is understood that payment will be made for the completion of all work specified in the Contract on the basis of the price Tendered only and that any approved extras or refunds will be made by mutual agreement between the Regional District and the Contractor.

The undersigned agrees that the sub-contractor(s) employed will be as listed and further agrees that no changes or additions will be made to this list without written approval of the Regional District.

If the undersigned be notified in writing of the acceptance of this proposal, they agree that within fourteen (14) days of the date of the acceptance notice they will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of two thousand five hundred dollars (\$2,500).

It is understood that the security deposit for the successful Tender will become the property of the Regional District as liquidated damages if the Tenderer fails or refuses to execute a contract and provide the Irrevocable Commercial Letter of Credit within fourteen (14) days after notification that they are the successful Tenderer.

The undersigned agrees that the Regional District of Fraser-Fort George reserves the right to waive informalities in tenders, reject any or all tenders, or accept the tender deemed most favourable in the interests of the Regional District.

Signed, Sealed and Delivered by:

Name of Tenderer (Company) and
Corporate Seal

In the presence of:

Signature of Individual Tenderer

(Witness to individual Tenderer or authorized
signing officers of Corporate Tender)

Address of Tenderer

SCHEDULE OF PRICES – TENDERED PRICE

To Supply all necessary equipment, labour, materials, supervision and all things necessary to sorting, pickup, removal and sale for recycling of scrap metal and white goods from Regional District waste management facilities in accordance with the attached General Conditions of Contract and Operational Specifications.

The tender price A. below will be amount paid to the Regional District as recycling revenue.

Tender Price

- A. Weight Based Unit Price to
be paid to the Regional District
for metal \$ _____ per tonne

These bids B, C, D are to be recognized as monthly rentals and services and can be cancelled with one month notice.

- B. Supply bins to Vanway Transfer Station
- Bin rental per month (excluding GST) \$ _____
- Per service to haul bins from Vanway
to metal recycle yard or Foothills Boulevard
Regional Landfill stockpile. (excluding GST) \$ _____

- C. Supply bins to Quinn Street Transfer Station
- Bin rental per month (excluding GST) \$ _____
- Per service to haul bins from Quinn Street
to metal recycle yard or Foothills Boulevard
Regional Landfill stockpile. (excluding GST) \$ _____

D. Optional

The Regional District is interested in considering pricing for collection of scrap metal from the Chief Lake Regional Transfer Station. The scope of work would be consistent with that to be provided at City transfer stations which include the supply and transportation of collection containers.

Tenderers are not required to complete part D. of this page and inclusion of this service will be at the sole discretion of the Board of Directors of the Regional District of Fraser-Fort George.

Service provision for Chief Lake Regional Transfer Station

- Bin rental per month (excluding GST) \$ _____
- Per service to haul bins from Chief Lake
Regional Transfer Station to metal recycle
yard or Foothills Boulevard Regional Landfill
stockpile. (excluding GST) \$ _____

LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will be made in writing to the Regional District.

Name of Employee	Employee's Experience / Qualifications

LIST OF SUB-CONTRACTORS

The Contractor agrees that the Sub-Contractors employed by them will be as listed below and further agrees that no changes or additions will be made to their list without the written approval of the Regional District.

Name of Sub-Contractor	Address of Sub-Contractor	Work to Be Performed by Sub-Contractor

LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use on the site. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in event of breakdown of above, and where it will be drawn from.

Primary Equipment	Size	Model	Make	Type of Engine	Year	Weight

Secondary Standby Equipment	Size	Model	Make	Type of Engine	Year	Weight

TENDERER'S EXPERIENCE IN SIMILAR WORK

Year	Work Performed	Reference Contact (name and phone number)	Value

GOODS AND SERVICES TAX INFORMATION

Supplier: _____
Name _____
Address _____
City _____ Province _____
Postal Code _____ Phone Number _____

Are you a GST Registrant? Yes _____ No _____

If YES, please indicate your registration number: _____

If NO, Please fill in the following (check appropriate box):

Supplier qualifies as a small supplier under s.148 of the legislation

Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to provide Scrap Metal Recycling Services to the Regional District of Fraser-Fort George under Contract ES-09-07 Scrap Metal Recycling Service, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Contractor) up to an aggregate amount of _____ Dollars (\$ _____) available on demand for 100% value:

Pursuant to the request of our customer _____ we the _____ Bank hereby establish and give you an Irrevocable Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we will honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing to _____ (name of bank).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Regional District of Fraser-Fort George has the right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to sixty (60) days after termination of the Contract.

DEMANDS MUST NOT BE MADE LATER THAN THE _____ day of _____.

The Demands made under this Credit are to be endorsed hereon and will state on their face that they are drawn under _____ (name and address of bank), Letter of Credit No. _____.

Yours truly,

Manager
(On behalf of Name of Bank)

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year of 2009 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____ hereinafter called the "Contractor".

WITNESSETH: That the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:
 - (a) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Scrap Metal Recycling Services" Contract ES-09-07 from December 1, 2009 to November 30, 2012 and;
 - (b) Commence to actively proceed with the Work of the Contract on December 1, 2009.
2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.
3. The Instructions to Tenderers, executed Tender Form, Schedule of Prices, List of Sub-Contractors, General Conditions of Contract, Irrevocable Commercial Letter of Credit, Contract Agreement and other Securities, Specifications, and all addenda are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of and be binding upon the parties hereto and their successors, executors, administrators, and assigns.
4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or form any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are and will be the only contract, covenants and agreements on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Agreement will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram as follows:

Contractor

The Regional District of Fraser-Fort George at
155 George Street
Prince George, BC V2L 1P8

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2009.

CONTRACTOR

(Signature)

(Name and Title - *please print*)

(Signature)

(Name and Title - *please print*)

REGIONAL DISTRICT OF FRASER-FORT GEORGE

Chair

General Manager of Corporate Services

General Conditions

1.	DEFINITION OF TERMS.....	23
2.	INTENT OF CONTRACT DOCUMENTS	24
3.	LOCAL CONDITIONS	24
4.	MANAGER'S STATUS	25
5.	SUPERVISOR AND LABOUR.....	25
6.	CHARACTER OF WORKERS.....	25
7.	ASSIGNMENT OF CONTRACT.....	25
8.	PROVISIONS FOR TERMINATION OF CONTRACT BY THE OWNER.....	26
9.	CONTRACTOR'S TERMINATION OF CONTRACT	26
10.	SUSPENSION OF WORK BY THE OWNER	26
11.	SUBCONTRACTS	26
12.	OWNER'S RIGHT TO CORRECT DEFICIENCIES	27
13.	INDEMNITY AND RELEASE BY CONTRACTOR	27
14.	IRREVOCABLE COMMERCIAL LETTER OF CREDIT	27
15.	PERMIT AND REGULATIONS.....	27
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25.	DURATION OF CONTRACT	31
26.	WORKSAFEBC	31
27.	DISPUTED WORK	31
28.	RIGHTS OF WAIVER	31
29.	SEVERABILITY	31

General Conditions

1. DEFINITION OF TERMS

"BROKER" means any individual or organization in the business of buying and selling Processed Materials for the purpose of Recycling.

"CITY" means the City of Prince George.

"CONTRACT DOCUMENTS" or "CONTRACT" means and includes the complete and completed set of all documents, specifications, schedules and addenda incorporated therein, as listed in the Table of Contents.

"CONTRACTOR" means the successful Proponent who enters into the Contract.

"END USER" means any mill and other industrial facility where secondary materials are converted or prepared for conversion into a new material or product.

"EQUIPMENT" means anything and everything except persons used by the Contractor in performance of the work.

"FACILITY" means a Regional District or City of Prince George solid waste receiving facility that is used for the deposit of municipal solid waste and may be used for the temporary storage of source separated residual materials.

"FLOOR PRICE" means the minimum price paid to the Regional District by the Contractor for the sale of processed recyclable materials.

"HEREIN" and "HEREOF", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

"MANAGER" means the General Manager of Environmental Services of the Regional District of Fraser-Fort George or his authorized representative.

"MARKETABLE" means Recyclable Materials and Processed Materials that can be consigned to an end user for the purpose of Recycling.

"MARKETING" means the sale of Processed Materials to a recognized End User or Broker for the purpose of Recycling.

"MARSHALLING AREA" means a Regional District solid waste receiving facility that is used for the temporary arranged storage of source-separated residual materials.

"MATERIAL RECOVERY FACILITY" or "MRF" means a building that is equipped and operated by the Contractor for the acceptance, sorting, processing, and marketing of Recyclable Materials.

"PROCESSED MATERIAL" means any recyclable material that has been processed at the Contractor's MRF.

"PROCESSED or PROCESSING" means the handling, sorting, crushing and/or bailing of Recyclable Materials to Marketable standards recognized by the Recycling industry.

"PROPOSAL DOCUMENTS" means the same as "CONTRACT DOCUMENTS" or "CONTRACT".

"RECYCLABLES" or "RECYCLABLE MATERIAL" means all discarded scrap metal materials placed in or at a Facility and any materials added at a future time that can be recycled.

"RECYCLING" means the process of manufacturing or converting processed material into a new product.

"REGIONAL DISTRICT" means the Regional District of Fraser-Fort George

"REVENUE" means the gross revenue received for the sale of processed materials to recognized brokers and end users.

"SCRAP METAL" means ferrous and non-ferrous metallic materials including , but not limited to, sheet metal, siding, roofing, rebar, flashing, pipes, window frames, doors, furnaces, ducts, wire, cable, bathtubs, fencing, bike frames, automotive parts, machinery, metal furniture, tire rims, hot water tanks and old appliances.

"SUB-CONTRACTOR" means any person, firm or corporation approved by the Regional District having a contract for the execution or a part or parts of the Work included in this Contract.

"SUPPLY" or "PROVIDE" means supply and pay for and provide and pay for.

"UNMARKETABLE" means materials or processed materials that cannot be consigned to a broker or end user for the purpose of recycling due to the composition or contamination of the materials or due to the processing method employed.

"VEHICLE" means a motorized carrier and/or trailer, as defined in the *Motor Vehicle Act* of British Columbia.

"WORK" or "WORKS" means, unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. INTENT OF CONTRACT DOCUMENTS

The intent of the Contract Documents is that the Contractor will provide all materials, supervision, labour, equipment and all else necessary for, or incidental to, the proper execution to the Work described in the Tender documents or as directed by the Owner and all incidental Work to complete the project.

3. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and the quantities, quality and practicability of the work and of their methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

4. MANAGER'S STATUS

The Manager will be the Owner's representative during the period of operation and will observe the Work in progress on behalf of the Owner for the purpose of ensuring that the Contractor maintains the landfill site in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as they consider necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitle the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

5. SUPERVISOR AND LABOUR

The Contractor **will keep on the Work at all times during its progress**, a competent supervisor. The supervisor is to have industry certification and experience. The supervisor will be on site during the operating hours of the facility as per the schedule. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to him will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District representative and have the authority to act on contractual obligations without prejudice on behalf of the Contractor. The supervisor will have a daily meeting with the designated Regional District employee at the beginning and end of the day.

The Contractor will keep on the Work at all times sufficient personnel to carry out the Work required by the Contract.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under or in relation to the Contract. The Contractor will make proof of payment available to the Manager when requested.

6. CHARACTER OF WORKERS

All workers must have sufficient knowledge, skill and experience to perform properly the Work assigned to them and to be tactful and courteous in dealing with the public and the Owner's staff. Any supervisor, equipment operator, or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Manager, does not perform their Work in a competent manner, appears to act in a disorderly or intemperate manner, is intoxicated or wilfully negligent will at the written request of the Manager, be removed from the site of the Work immediately and will not be employed again in any portion of the Work without the approval of the Manager.

7. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for assignment to a bank of the payments to be received hereunder.

8. PROVISIONS FOR TERMINATION OF CONTRACT BY THE OWNER

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions and agreements contained in the Contract to be performed or stoppage under Article 4, the Regional District reserves the right to take corrective actions. The Owner may also deduct from the payments due to the Contractor or deduct from the Irrevocable Commercial Letter of Credit any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

Any salvaging by the Contractor, their employees or sub-contractors will be considered a breach of Contract and may result in termination of the Contract.

For unsatisfactorily performed Work, the Contractor will, with written notice, have 24 hours to correct Deficiencies. If not completed within 24 hours, under section 11, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor or deduct from the irrevocable line of credit. After three such written notices, the Contract will be terminated.

The Owner will have the right to terminate the Contractor's rights to continue with the Work if the Contractor at any time becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Owner giving notice thereof.

9. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor will have the right to terminate the Contract for any of the following reasons:

- a. In the event of an Order of any Court or other public authority, other than the Owner, causing the Work to be stopped or suspended, when the period of such stoppage or suspension exceeds ninety (90) days, and when such stoppage or suspension occurs through no act or fault of the Contractor, their agents or servants, the Contractor will receive from the Owner payment for the Work completed. The Owner will not be liable for any loss of profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension. Such termination will be effective upon the Contractor giving notice thereof.
- b. In the event the Owner fails to pay for the Work performed, except as provided in the Contract documents, within thirty (30) days from this specified date of payment and fails to remedy such default within ten (10) days of the Contractor's written notice to do so, the Contractor will receive from the Owner payment for the Work completed. Such termination will be effective, upon the Contractor giving notice thereof.

10. SUSPENSION OF WORK BY THE OWNER

The Owner may, at any time, suspend the Work, or any portion thereof, provided they give the Contractor two (2) days written notice of suspension.

11. SUBCONTRACTS

The Sub-Contractors named in the Tender Form will not be changed nor will additional Sub-Contractors be employed except with the written approval of the Manager. The Contractor is responsible to the Owner for the acts and omissions of their Sub-Contractors and of their

employees to the same extent that they are responsible for the acts or omissions of the Contractor's employees. Nothing in the Contract Documents will create any contractual relations between any Sub-Contractor and the Owner. The Contractor will bind every Sub-Contractor to the terms of the Contract Documents.

12. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after written notice to the Contractor, or without notice if any emergency or danger to the Work or public exists, or where the Owner may be found to be out of compliance of the Permit or Operating Certificate requirements, the Owner may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Owner in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

13. INDEMNITY AND RELEASE BY CONTRACTOR

The Contractor will indemnify and save harmless the Regional District from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of any kind brought or recovered against either of them by reason of any act or omission of the Contractor, its Sub-Contractors, agents or employees arising out of the entering of the Contract or the carrying out of the Work, whether on lands owned by the Regional District and whether arising from statutory liability or not.

14. IRREVOCABLE COMMERCIAL LETTER OF CREDIT

To ensure the faithful execution and proper fulfilment of this Contract, the Irrevocable Commercial Letter of Credit provided to the Owner by the Contractor, as specified in the Instruction to Tenderers, will be held by the Owner and may be drawn upon at any time up to sixty (60) days following completion of the Contract.

15. PERMIT AND REGULATIONS

The Owner will acquire and retain landfill and composting site operating permits or operational certificates issued by the Ministry of Environment and will acquire relevant Open Burning authorization as required.

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work, save in so far as the Contract Documents specifically provide otherwise.

16. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omission, neglect or default of the Contractor, or their employees, Sub-Contractors or agents and indemnify and save harmless the Regional District in this regard.

17. OCCUPATIONAL HEALTH AND SAFETY

The Foothills Boulevard Regional Landfill is a multi-employer work site as defined in the provincial *Workers' Compensation Act*. The Regional District of Fraser-Fort George is recognized as the prime contractor and is responsible for coordinating the occupational health and safety programs of all employees working at the Facility. The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees or agents not complying with the Regional District's health and safety expectations will be required to stop Work and will not be allowed to resume Work until the safety requirements are met.

The Contractor will use due care and take all necessary precautions to assure the protection of persons and property at the Facility and will comply with the *Workers' Compensation Act* of the Province of British Columbia.

18. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work. The Contractor will proceed with the Work as changed and the Work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Owner will entertain no payment for extra work or changes in any Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, will be decided by the Regional District. The Regional District will use one or more of the following methods in deciding such value:

- a. by lump sum submitted by the Contractor and accepted by the Owner;
- b. on a force account basis as specified in these General Conditions.

19. PAYMENT

Payment shall be based upon the unit price structure as presented in Schedule A. The Contractor's payment to the Regional District, if any is required by the Contract, will be provided to the Regional District upon completion of Work at each Facility. Works completed at the two City of Prince George Facilities will be paid monthly to the Regional District.

20. GOODS AND SERVICES TAX (G.S.T.)

Federal law states that five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Regional District is liable to pay this amount to the Contractor.

21. FINANCIAL PENALTY

The Regional District will notify the Contractor in writing of the agreed upon date on which to service the sites within the duration of the Contract. The Regional District may impose a financial penalty of \$3,000 per day for each day the Contractor fails to commence the Works after the agreed upon date. Penalty can be drawn from Irrevocable Commercial Letter of Credit.

22. REMOVAL OF LIENS

The Contractor will forthwith remove at their own expense, liens filed or registered against the Landfill Property, and the Contractor will indemnify and save harmless the Owner from liability arising out of any such claims of lien.

23. RELEASE OF IRREVOCABLE COMMERCIAL LETTER OF CREDIT

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within sixty (60) days following the termination of the Contract where:

- a. no affidavits or claims of lien have been filed against the lands and premises on which the work was done, and
- b. WorkSafeBC has, at the request of the Contractor, filed with the Regional District certification that all assessments payable by the Contractor during the Contract term have been paid, and
- c. no actions, suits, claims for damages, charges under provincial or federal status have been initiated, and
- d. the Contractor has submitted the Statutory Declaration.

24. INSURANCE

The Contractor will, at their own expense, provide the following insurance. Each policy will contain a clause stating that:

"this policy will not be changed or amended in any way, nor cancelled or materially changed without the Insured giving at least thirty (30) days notice by registered mail to the Owner."

Certified copies of these policies will be filed by the Contractor with the Owner prior to commencement of the Work. The Contractor will provide to the Owner, upon renewal of these policies, certified copies. In all policies of insurance called for under this Contract (except automobile insurance on vehicles owned by the Contractor), the Regional District will be named as Additional Insured and all such insurance will contain a provision that the insurance will apply as though a separate policy had been issued to each named insured.

24.1 Liability Insurance

The Contractor will buy and keep in force at their expense until completion of the Contract Personal Injury and Property Damage Liability Insurance. Such insurance will be in the name of the Contractor and the Owner, and will include a Cross Liability or Severability of Interest clause. Such insurance will be in a form, and with an insurer, acceptable to the Owner. Both Personal Injury and Property Damage sections are to provide coverage on an "Occurrence Basis."

The term "Personal Injury" will include:

- (a) Bodily injury, sickness or death resulting therefrom.
- (b) Libel, slander or defamation of character.
- (c) Malicious prosecution.
- (d) Invasion of privacy or wrongful entry.

Exclusions pertaining to the following operations are to be deleted:

- (a) Excavation
- (b) Operations that could cause the accidental pollution or contamination of any property, land, air or water.
- (c) Use of any industrial machine such as a forklift, crane, front-end loader, grader, earth mover or road building machine that is licensed, specially licensed or operating under permit.
- (d) Use of any machinery or equipment such as hydraulic cranes, compressors, lift gates or winches that may be attached to or mounted on a licensed motor vehicle when such use is not insured by any form of automobile insurance specified in this article.

Such insurance will include, by endorsement, contingent employer's liability insurance in the name of the Contractor for the limit specified in this section.

Such insurance will indemnify the Contractor for claims arising out of all premises, operations, and products and for all liability for personal injury or property damage assumed by the Contractor under any Contractor agreement (including this Contract).

Such insurance will be for the following minimum limits:

Personal Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

24.2 Automobile Insurance

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard automobile policy covering all licensed vehicles owned by them, registered in their name, or leased to them, such insurance will include Liability Insurance for the following minimum limits:

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

24.3 Non-Owned Automobile Insurance

The Contractor will buy, and keep in force at their expense until all conditions of the Contract have been fully complied with, a standard non-owned automobile policy.

Bodily Injury and Property Damage – Five Million Dollars (\$5,000,000) inclusive.

24.4 Contractor's Equipment Insurance

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner will not be liable for any loss or damage to Contractor's equipment including loss of use thereof.

25. DURATION OF CONTRACT

The duration of the Contract will be from 12:01 a.m., December 1, 2009 to midnight, November 30, 2012. The Contract may be renewed on a period-by-period basis at the Owner's discretion. Each period of renewal will be as per the Schedule of Prices at the tendered rates as adjusted annually in accordance with Article 18.

26. WORKSAFEBC

Prior to undertaking any of the Work in this Contract, the Contractor is to provide the Regional District with their WorkSafeBC number and to keep all assessments required to be paid in relation to the Contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work and every six (6) months after that during the term of the Contract.

The Contractor will comply with the requirements of the *Workers' Compensation Act*.

27. DISPUTED WORK

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires them to do, whether at the discretion of the Regional District or otherwise, they will, within five (5) days, deliver to the Owner a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of direction given by the Owner or the time at which the Contractor determines that they are required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

28. RIGHTS OF WAIVER

A waiver of any breach of or provision of this Agreement will not constitute or operate as a waiver or any other breach of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

29. SEVERABILITY

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void, the validity of the remaining paragraphs hereof will not be affected.

NOTICE OF PROTEST

TO: General Manager
Regional District of Fraser-Fort George

FROM: (Contractor)

DATE:

SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.
(Set out details of work).
(Include dates where applicable)

The additional costs and claim for this work is as follows:
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

OPERATIONAL SPECIFICATIONS

1.0	GENERAL.....	34
1.2	COLLECTION OF RECYCLABLES	37
1.3	PROCESSING.....	39
1.4	MARKETING OF RECYCLABLES	40
	APPENDIX.....	41

Operational Specifications

1.0 GENERAL

1.1.1 SCOPE OF THE WORK

In accordance with this Contract, the Contractor shall provide all facilities, equipment and personnel necessary to operate a Scrap Metal recycling service which includes the responsibility for collecting, receiving, Processing and Marketing Recyclable Materials. The Contractor shall perform such services as required by Contract and shall not be entitled to receive any remuneration from the Regional District or the City other than that specified by the Contract.

1.1.1.1 In general, the responsibilities of the Contractor will be to:

- Collect Recyclable Materials through temporary storage Facilities within the Regional District;
- Process Recyclable Materials that conform to end user specifications;
- Market Processed Materials and arrange transportation of Processed Materials to markets;
- Provide all administrative support and equipment necessary to support the Contractor's operation; and
- Operate in conformance with the Specifications and General Conditions of the Contract.

1.1.1.2 The Contractor alone, shall at all times be responsible for the safety of the general public, its employees in the Work and service provided, and for the safety, adequacy, efficiency and sufficiency of its office, MRF, machines, apparatus and equipment and the performance of the Work and the providing of service under this Contract.

1.1.1.3 It is the intent of this Contract that all collected Recyclable Materials are to be recycled.

1.1.2 PERSONNEL

1.1.2.1 The Contractor shall, at all times during the term of this Contract, have a local manager or a supervisor charged with the responsibility of supervising the operations of the Contract and at all times throughout the duration of this Contract shall maintain a local office in Prince George and a staffed telephone during all working hours.

1.1.2.2 The Manager shall be provided with the address and telephone numbers of the Contractor's representatives who may be contacted and available within reasonable notice 24 hours a day, 7 days a week, on matters relating to this Contract and who shall have overall responsibility for the Contract.

1.1.2.3 The Contractor shall have on duty on all collection days, sufficient and qualified supervisors, each having a telephone or two-way radio-equipped vehicle so as to

ensure a courteous, prompt and efficient service for handling public complaints and inquiries.

1.1.2.4 The Contractor shall employ a sufficient number of properly qualified and trained equipment operators, labourers and supervisory staff for the performance of the Work. Failure or delay in the performance of the Work due to the Contractor's inability to obtain personnel of the number and skill required shall constitute a default of the Contract.

1.1.2.5 The Contractor acknowledges that its employees, agents and sub-contractors will be dealing with the public in the execution of this Contract, and that it is of primary importance to the Regional District that excellent relations with the public be maintained, and that all persons under the control of the Contractor conduct themselves in a safe, courteous and respectful manner conducive to good public relations.

1.1.7 SITE MAINTENANCE AND CLEAN-UP

At the completion of each Facility service, the Contractor shall clean-up the Facility, make a neat pile of any non-recyclable contaminants and carefully pass a magnet over the storage area to remove any metal which may damage the tires of delivery or service vehicles.

1.1.8 ILLEGAL WEIGHTS

The collection and transportation trucks provided or employed by the Contractor shall not exceed the legal weight limits prescribed by law.

1.1.9 CONTRACTOR'S RECORDS

The Contractor shall maintain books and records relating to the performance of the Work in accordance with the following minimum requirements:

1.1.9.1 The Contractor shall maintain all ledgers, books of accounts, invoices, as well as all other records and documents evidencing or relating to any charges for the Work, and all costs, expenditures or disbursements to be paid by the Regional District for a period of five (5) years, or for any longer period required by law, from the date of final payment pursuant to this Contract.

1.1.9.2 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during the regular business hours, on written request by the Manager. Unless an alternative is mutually agreed upon, the records shall be available at the Contractor's address indicated for receipt of notices in the Contract. The Contractor shall cooperate fully with the Regional District during any such audit or review.

1.1.9.3 If the Manager has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of the Contractor's business, the Regional District may, by written request, require that custody of the records, or copies of all such records, be transferred to the Regional District. Access to such documents shall be granted to any party authorized by the Contractor.

1.1.10 REPORTING REQUIREMENTS

The Contractor will be required to keep records and submit records to the Regional District as specified in this Contract. The following minimum reporting requirements include:

1.1.10.1 Quarterly Program Status Report - The Contractor shall submit quarterly program status reports to the Regional District for each quarter of each year during the term of the Contract. Quarterly program status reports will be due within fifteen (15) business days after the close of the quarter being reported. At a minimum, these reports shall include the following information in respect of the quarter being reported:

- i. verification and certification that Processed Materials have been received or used by a recognized Recycling Broker or End User, to the satisfaction of the Manager;
- ii. progress or problems encountered in meeting any applicable Work schedules;
- iii. discussion of problems and noteworthy experience in program operation and suggested approaches to mitigating identified problems; and
- iv. a total weight summary in tonnes of all Recyclable Materials material collected by source and Facility and dates of shipments to markets.

1.1.10.2 Annual Reports: The Contractor shall submit annual reports to the Regional District for each year of the term of the Contract. These annual reports will be due within thirty (30) days after the end of each calendar year being reported. At a minimum, these reports shall be to the satisfaction of the Manager and will include the following information in respect of the year being reported:

- i. an annual weight summary in tonnes of all collected, received and Processed Recyclable Materials handled by the Contractor under this Contract;
- ii. changes, if any, in Marketing of recyclable commodities;
- iii. a description of highlights, problems and measures taken to resolve problems and increase efficiency;
- iv. suggested improvements to the program that can result in increased recovery of Recyclable Materials and/or result in program cost savings to the Regional District;
- v. any additional information or comments the Contractor may wish to include; and
- vi. included with the annual report, the Contractor will provide the Manager with a Certificate of Insurance confirming that the required insurance policies are continuously in effect and comply with the requirements of the Contract.

1.1.11 UNITS OF MEASUREMENT

In all cases, where imperial measurements are used under this Contract, the Contractor shall be responsible for their accurate conversion to metric units. All reports and other communications with the Regional District pursuant to this Contract shall be prepared using metric units of measurement.

1.1.12 ACCIDENT REPORTING

1.1.12.1 All vehicle collisions occurring while conducting Work related to the Contract will be reported to the Manager immediately.

1.1.12.2 All incidents involving residents will be reported to the Manager immediately.

1.1.12.3 Copies of all claims and reported damages must be submitted to the Manager for each occurrence.

1.1.13 INSPECTION OF WORKS

1.1.13.1 The Manager may at any time inspect the Contractor's performance of the Work and for that purpose may enter into any place or premises where the Contractor is undertaking the Work to carry out inspections of the Work and to review whether the service supplied by the Contractor is adequate in all respects and in conformity with the requirements of the Contract. If in the opinion of the Manager the Contractor is not meeting the requirements of the Contract then, on written notice from the Manager, the Contractor will proceed without delay to institute corrective measures.

The Manager is not required to undertake any inspections, and any inspections shall not relieve or release the Contractor in any way from responsibility for the supervision of its operations under this Contract, from making its own inspections, and otherwise ensuring that the Work is being performed in full conformity with all terms and conditions of the Contract.

1.2 COLLECTION OF RECYCLABLES

1.2.1 SCOPE OF WORK

1.2.1.1 The Contractor will supply collection containers for City of Prince George Facilities. The Contractor will provide servicing for the collection of Recyclable Materials from the City of Prince George Transfer Stations (Vanway and Quinn Street) and the Facilities located at the Mackenzie Regional Landfill, Bear Lake Transfer Station, Foothills Blvd Regional Landfill, Hixon Regional Transfer Station, Legrand Regional Select Waste Landfill, and Valemount Transfer Station.

1.2.1.2 All Recyclable Material set out for collection becomes the property of the Regional District who shall have exclusive rights to the Recyclable Materials collected. Neither the Contractor nor the Contractor's workforce will be permitted or entitled to salvage, claim or possess any Recyclable Materials collected, unless authorized to do so by the Manager.

1.2.3 LEVEL OF SERVICE

During the term of the Contract, the Contractor shall maintain and collect all materials from all Facilities, in accordance with the collection schedules specified in Schedule A, or whenever bins are full. The Manager may approve schedule changes on a site-specific basis.

1.2.4 CONTRACT EQUIPMENT

1.2.4.1 The Contractor shall obtain and pay for all necessary permits or licences required prior to the execution of the Work. The Contractor shall give all necessary notice and pay all fees required by law.

1.2.4.2 All equipment and machinery used in conducting the Work required by the Contract shall be included in Schedule A and shall be subject to the approval of the Manager, but approval or failure to approve same shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.

1.2.5 MAINTENANCE OF EQUIPMENT

1.2.5.1 The Contractor shall be responsible for maintenance, repairs and all other operating costs of equipment including fuel, licensing, insurance, washing, storage, etc.

1.2.5.2 All equipment used in the execution of the Contract shall be mechanically sound and will be maintained in a clean, sanitary and aesthetically pleasing condition so as to present a positive image and promote neighbourhood acceptance and participation. The Contractor shall promptly repair all body damage that has the potential to present health and safety risks to customers or workers; could negatively affect the market value of a Processed Material; or creates an unsightly appearance. All repairs shall be to the satisfaction of the Manager.

1.2.5.3 Where, in the opinion of the Manager, conditions are not suitable or safe for the use of certain equipment or vehicles, the Contractor shall, upon written order of the Manager, carry out the work without the use of such equipment, and no allowance will be made to the Contractor as a result of such restriction.

1.2.6 LOADING OF COLLECTION VEHICLES

Extra care shall be taken in the loading and transportation of recyclable and other materials so that none of the material is left either on private property or on the streets or alleys. Any material left on private property or on streets or alleys by the Contractor shall be cleaned up within twenty-four (24) hours after being given notice of the same by the Manager, or by any member of the public, or by the customer of the Contractor. The Contractor is required to clean-up spillage and loose materials resulting from the work to the satisfaction of the Manager.

1.2.6.1 The Contractor shall be responsible for the clean-up of all debris, spilled or tracked onto any street, alley or public place by any of the equipment operated by the Contractor or its sub-contractors. If the Contractor fails to clean-up the same within twenty-four (24) hours after being given notice of the same by the

Manager, the Manager shall take such measures as may be required to cause such streets, alleys or public places to be clean-up.

1.2.7 MECHANICAL OR OIL SPILLS

1.2.14.1 Any and all hydraulic or oil spills must be reported to the Regional District immediately. In the event a spill starts, the vehicle operator will cease operations immediately until the Contractor's representative arrives on site.

1.2.8 STREET AND HIGHWAY CONDITIONS

The Contractor shall collect Recyclable Materials under all weather conditions. The only exceptions are weather conditions, such as flood, or other like conditions amounting to an Act of God, which prevent collection. Even in such exceptional cases, areas or parts of areas where collection can be made shall be serviced.

1.3 PROCESSING

1.3.1 SCOPE OF WORK

The Contractor will provide, operate and maintain one or more facilities to receive, Process, handle, distribute and Market, Recyclable Materials as required by this Contract. Such facilities will include a location to which collected Recyclable Materials will be delivered.

The Contractor shall be responsible for processing the collected materials to meet market specifications. All required equipment, labour, and facilities associated with the Processing of materials for market shall be the Contractor's responsibility.

1.3.2 MATERIALS RECOVERY FACILITY (MRF)

The Contractor shall supply a Materials Recovery Facility that is capable of handling all collections of Recyclable Materials. The design and function of the MRF must address the receiving, processing, handling and marketing of such Recyclable Materials. The location of the Materials Recovery Facility shall be in the Prince George area and comply with local government bylaws.

1.3.4 WEIGHING FACILITIES (SCALES)

The Contractor shall maintain a certified weigh scale at the MRF which will accurately record weight of all materials collected and disposed. A complete printout of all weights recorded must be supplied to the Manager. All weigh scales must be maintained in good condition, and must be certified for trade by Consumer and Corporate Affairs (Canada) every six months during the term of this Contract at the Contractor's expense, and such certificates shall be forwarded to the Manager. The Manager may request proof of weigh scale accuracy at any time during the term of this Contract, and the Contractor shall supply such proof to the reasonable satisfaction of the Manager forthwith upon receipt of such request.

1.3.5 MATERIAL MEASUREMENT AND RECORDS

1.3.5.1 Each load of materials within the scope of the contract arriving or leaving the MRF must be weighed. The Contractor will ensure that his personnel are

instructed in the proper use of the weigh scale and that they adhere to required operating procedures at all times.

1.3.5.2 The scale shall be of a design that is capable to accurately weigh to the nearest 10 kilograms.

1.3.5.3 Each load of materials within the scope of the contract arriving at the MRF shall be weighed and the information shall be recorded for each delivery. Records shall be provided as outlined in Schedule A.

1.4 MARKETING OF RECYCLABLES

1.4.1 SCOPE OF WORK

This specification refers to the Marketing of Recyclable Materials and all related Work. The Contractor shall be responsible for the Marketing and transportation of all Recyclable Materials as set out in this Contract.

1.4.2 SALE OF RECYCLABLE MATERIALS

The Contractor will sell Processed Materials to available markets within 60 days of processing. In the event that marketable quantities are not accumulated within 60 days, the Contractor shall protect materials from any process or condition that may reduce the value of Recyclable Material and Processed Material. The Contractor may make written requests to the Manager for variations.

1.4.3 MATERIAL SHIPPING

1.4.3.1 The Contractor is responsible to arrange, coordinate and pay for the shipment of all Processed Materials to markets. The Contractor will provide the necessary shipping and receiving functions at the MRF.

1.4.3.2 The Contractor will keep all appropriate records of all transactions involving the Processed Material and will be subject to audit.

1.4.4 REVENUES

Revenue from the sale of Processed Materials will be made to the Regional District as a requirement of this Contract. Revenues will be as set out on Page 12 of tender Schedule of Prices.

APPENDIX

SCHEDULE B – MAP OF LOCATIONS

