



REGIONAL DISTRICT of Fraser-Fort George

SCRAP METAL RECYCLING SERVICES

REQUEST FOR PROPOSALS ES-15-01

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



Regional District of Fraser-Fort George
155 George Street, Prince George BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>

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1.0 INVITATION AND INSTRUCTIONS

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

Sealed Proposals, will be received by Natalie Wehner, General Manager of Financial Services, Regional District of Fraser-Fort George, 155 George Street, Prince George, BC, up to 10:00 a.m. on Wednesday, February 25, 2015. Proposals must be returned in a sealed envelope labelled "SCRAP METAL RECYCLING SERVICES Contract ES-15-01". Responding organization or individual must have their name and full mailing address clearly marked on the outside of the proposal envelope. Proposals will be opened in public at 10:15 a.m. on Wednesday, February 25, 2015 at the Regional District Office at 155 George Street. Late proposals will not be accepted and will be returned unopened to the proponent.

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

Request for Proposal Documents may be obtained on or after Thursday, February 5, 2015:

- A) In a PDF (Public Document Format) file format from the Regional District's website at www.rdffg.bc.ca, or
- B) On the BCBid® website at www.bcbid.gov.bc.ca, or
- C) In a hard copy format from the Service Centre at, 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 Request for Proposal package is twenty-five dollars (\$25) (GST included) and is non-refundable.

The Regional District of Fraser-Fort George ("Regional District") reserves the right to accept or reject any or all proposals. Proposals submitted by fax, electronically or not in original Regional District format will **NOT** be accepted.

Proposals must be sent to:

Ms. Natalie Wehner
General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8

Questions relating to the project must be directed to:

Dana Ferguson
Operations Leader
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400 / 1-800-667-1959
Fax: 250-562-8676
Email: dferguson@rdffg.bc.ca

The Regional District reserves the right to waive informalities in proposals, reject any or all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. Furthermore, the Regional District reserves the right to negotiate with any proponent at its discretion. The proponents will be competent and capable of performing the work. The proponent may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

By submitting a proposal the proponent further confirms that neither the proponent (if an individual person) nor any of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent 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.

The Regional District will not be responsible for any costs incurred by proponents, which result from the preparation or submission of documents pertaining to this proposal call. The accuracy and completeness of the proposal is the proponent's responsibility. Should errors be discovered, they will be corrected by the proponent at their expense.

2.0 ACKNOWLEDGEMENT LETTER

Upon receipt of these documents, a potential proponent will sign one copy of the Acknowledgement Letter and mail or fax the signed Acknowledgement Letter to the attention of Mr. Dana Ferguson, at the Regional District.

A proponent who signs and returns the Acknowledgement Letter is not obligated to submit a proposal.

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

3.0 INTRODUCTION AND BACKGROUND

The Regional District is requesting proposals from qualified and experienced contractors for a scrap metal recycling service. The service will provide collection, processing, marketing, and transportation 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 April 1, 2015.

Currently, the White Goods Stewardship program is being developed and is scheduled to be implemented in the summer of 2017. This has the potential to effect any possible extension of the Contract.

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 the landfill. A scrap metal recycling service should provide viable collection systems and a reliable processing schedule as directed by the Regional District.

Background

The Regional District operates a network of solid waste collection facilities throughout the Regional District (see attached map on page 28). 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, as well as the option to haul direct to the recycler, if feasible for the Regional District.

The Regional District currently provides temporary storage for scrap metal at five 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 professionals. 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.

Currently the Regional District stockpiles scrap metal at the following facilities:

- Valemount Regional Transfer Station
- Foothills Boulevard Regional Landfill
- Mackenzie Regional Landfill
- Hixon Regional Transfer Station
- Bear Lake Regional Transfer Station

Other sites transfer metal from out-lying facilities and haul it to the Foothills Boulevard Regional Landfill. The Regional District is always looking to improve these operations.

It is expected that the successful proponent would service all out-lying areas prior to servicing the Foothills Boulevard Regional Landfill facility. Out-lying facilities are currently processed and hauled to market 1-2 times a year and the Foothills Boulevard Regional Landfill is serviced 2-3 times per year, as directed by the Regional District.

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.

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

FACILITY	2012	2013	2014	AVERAGE
Foothills Boulevard Regional Landfill	1,227	554	1,420	1,067
Robson Valley (Valemount Transfer Station, Legrand Landfill)	268	0	266	178
Mackenzie Regional Landfill	124	89	233	149
Rural Transfer Stations/ Landfills*	0	16	32	16
TOTAL WEIGHT (metric tonnes)			Average/Year	1,410

* diverted directly to Foothills Marshalling Area now.

CITY TRANSFER STATIONS		2012	2013	2014	AVERAGE
Quinn Street Regional Recycle Depot and Transfer Station	Trips	130	84	82	99
	Tonnage	182	135	115	144
Vanway Recycle Depot and Transfer Station	Trips	77	101	108	95
	Tonnage	123	140	164	142
TOTAL WEIGHT (metric tonnes)				Average/Year	286

* tonnage currently hauled to the Foothills Marshalling Area.

4.0 PURPOSE

The successful proponent submission will enter into a contract to carry out work under this Request for Proposals. 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 contractor 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 suitable location for use by the contractor.
4. That all metal received at the facilities is for the sole use of the successful contractor 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 at the Foothills Boulevard Regional Landfill facilities are to be set aside by the Contractor in a single pile for later removal by the Regional District.

5.0 CONTRACT DURATION

The Contract will begin on April 1, 2015 at 12:01 a.m. and the Contract will stay in force until midnight March 31, 2018. 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 terms of this Contract, to a maximum of two (2) years. The Contract duration will not exceed five (5) years.

Currently there are plans to implement a White Goods Program at the provincial level in 2017. Extension past 2018 would be influenced by the Provincial Stewardship Program being implemented.

6.0 SCOPE OF WORK

The scope of the work will be carried out for the duration of the contract.

The Regional District is requesting proposals to generate revenue for the recycling of scrap metal.

- Collection and preparation of materials for markets.
- Transportation of material to markets.

- Provide scrap metal bins at two transfer station facilities within the city limits: Quinn Street Regional Recycling Depot and Vanway Recycle Depot and Transfer Station, and to provide ongoing servicing of the bins.
- The proponent shall produce a work plan that addresses the fluctuation of markets and payment, and gives a processing plan/

6.1 Local Scrap Metal Services

The Regional District has two facilities that require additional needs/levels of service. The Quinn Street Regional Recycling Depot and the Vanway Recycling Depot and Transfer Station are both located within the City limits of Prince George. These two facilities offer/accept collection of scrap metal by means of a roll-off bin at the facility. These two facilities are to be considered in the proposal process.

- a. Supply receiving bins 20 yd – 40 yd bins.
- b. Service and pick up bins within 1 hour call-out of the bins and replace with an empty bin as not to leave facility without a bin.
- c. Process materials from the two facilities, keep accurate records, and process monthly manifests and payment to the Regional District.

In 2015, the Regional District is conducting a review of its Regional Solid Waste Management Plan (“RSWMP”). In the RSWMP the operation of the Quinn Street Regional Recycling Depot will be under review. Upon review of the RSWMP there is a possibility of closure of the facility in the future, resulting in no need for Scrap Metal Services at that location.

7.0 PROPONENT INFORMATION

7.1 Qualifications and Experience

The proponent must include in the proposal, a list of the personnel on the project team, their role and responsibilities in this project, and a curriculum vitae for each member of the team. Sub-contractors, if any, must be identified.

The proponent must include a statement of qualifications and relevant experience in support of the proposal.

7.2 WorkSafeBC

The Contractor will comply with the provisions of the *Workers’ Compensation Act* of British Columbia and provide proof, satisfactory to the Regional District that all assessments have been paid and that they are in good standing.

7.3 References

The proponent must include a minimum of three (3) references, complete with contact information, in the proposal for projects similar to the Scrap Metal Recycling Services at Regional District properties. A brief description of the projects completed for each reference must be provided.

7.4 Professional Responsibility

Only qualified and experienced Scrap Metal Recycling Contractors will be considered for this project. The successful proponent will be expected to provide services in accordance with a standard care, skill and diligence maintained by a person (or firm) providing the services described herein. The successful proponent will be required to seal all documents issued for this project.

8.0 FINANCIAL PROPOSAL

The proponent must specify in the proposal, the fees required to satisfy the terms of reference, (Scope of Work), for the project, the work plan and methodology. The proponent must clearly identify and detail all costs separately. As well, the various stages of the work plan shall be costed, with taxes and disbursements clearly identified.

A completed Cost Estimate Table must be included, detailing the following items:

Pricing for:

- Price per tonne of scrap revenue.
- Price per tonne of bailing scrap metal.
- Price per tonne for transportation costs.
- Marketing and sales of product.
- Revenue payable to the Regional District per tonne

Due to the fluctuating market prices the Proponent must demonstrate a plan on how to monitor market prices and provide services to the Regional District when prices are beneficial to the Regional District and the Proponent to maximize potential revenue.

Terms of Payment

The proponent must specify in the proposal, the terms of payment required for the duration of the project.

9.0 WORK PLAN AND SCHEDULE

The proponent must provide a work plan in the proposal. The work plan is to include a schedule of seasonal sampling events, reporting milestones, the sequence of task occurrence and details concerning implementation and completion dates for each task.

10.0 PROPOSAL FORMAT

Proponents are asked to respond in a similar manner. The following format and sequence should be followed in order to provide consistency in proponent responses and to ensure each proposal receives full and complete consideration. All pages should be consecutively numbered.

- (a) Title Page – including Request for Proposal title and number, proponent's name and address, telephone number, fax number, email address and the contract representative.
- (b) One page letter of introduction signed by the person or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.

- (c) Table of Contents including page numbers.
- (d) An Executive Summary of the key features of the proposal.
- (e) The body of the proposal, including the Financial Proposal, i.e. the "Proponent's Response".
- (f) Additional information that a proponent may choose to provide.

11.0 DOCUMENTS

The successful proponent will be required to provide all documents related to the contract to the Regional District in hard copy. Three (3) copies of the proposal are to be submitted to the Regional District.

12.0 PROJECT MANAGER

All questions concerning this Request for Proposal are to be directed to the Project Manager, Dana Ferguson, by fax or email. Questions will be answered and posted as addenda on the Regional District's "Tenders & RFPs" website page and the BCBid® website.

Dana Ferguson, Operations Leader
Regional District of Fraser-Fort George
155 George Street
Prince George BC V2L 1P8
Telephone: 250-960-4400 / Fax: 250-562-8676

13.0 EVALUATION OF PROPOSALS

The proposal submission should be clear, concise and complete. The Regional District shall be the sole judge of a proposal and its decision shall be final. The following criteria will be used by Regional District staff to evaluate proposals received:

Evaluation Criteria:

(a) Contractor's Qualifications, Experience and References	25 points
(b) Work plan, Methodology, and Schedule	10 points
(c) Project Budget/ Project Revenue Projections	45 points
(d) Quality of Proposal including format	<u>20 points</u>
Total	100 points

(a) *Contractor's Qualifications and Experience*

This includes the length and quality of experience of:

- the person named in the proposal as the contractor's project supervisor
- the contractor's experience with similar projects
- the team assigned by the contractor to work on this project, and
- references (3).

(b) *Work plan, Methodology, and Schedule*

This includes the evaluation of:

- thoroughness of the project approach reflected in the work plan,
- level of effort reflected in addressing all of the Regional District's needs/services, and
- how realistic the Work Plan is in meeting the Proponents and Regional District's needs/services.

(c) *Project Budget/Project Revenue Projections*

This includes the amount of detail and clarity given to plans/measures to adjust the proposed revenues to the Regional District with the scrap metal market fluctuations over the period of the contract. The proposed revenue to the Regional District and the proposed methodology to increase the Regional District's revenue.

(d) *Quality of Proposal including format (including but not limited too)*

- safety plan; demonstrating plans for safe site operation, for members of the public, staff and operators,
- consideration to ongoing daily activities, and
- format of the Proposal submitted (3 copies).

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals 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 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*.

ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Request for Proposal Documents.

Signature

Company

Name (please print)

Address

Title

City

Phone Number

Fax Number

E-Mail

Date

We presently intend to _____ provide/ _____ not provide a Proposal 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

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year of 2015 by and between the Regional District of Fraser-Fort George, herein after called the "Regional District" and _____, herein after 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 fulfill everything as set forth in, and in strict accordance with, the Contract Documents for the project entitled "Scrap Metal Recycling Services", and
 - b) Commence to actively proceed with the Work of the Contract on _____.
2. The Contractor will pay to the Regional District, 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 General Conditions of Contract, Contract Agreement and other Securities, General Conditions, Operational 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 from 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, covenant and agreement on which any rights against the Regional District may be founded.
5. Subject to Section 3, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract 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:

The Contractor at _____.

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 Contract this _____ day of _____, 2015.

Contractor:

(Contractor Name - *please print*)

(Signature)

(Name and Title - *please print*)

Authorized Signatory of the
Regional District of Fraser-Fort George

Authorized Signatory

Authorized Signatory

GENERAL CONDITIONS

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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 solid waste or recycling 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 their 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.

"OWNER" means the Regional District of Fraser-Fort George

"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 supervision, labour, materials and equipment and all else necessary for, or incidental to, the proper execution of the Work described in the contract documents or as directed by the Regional District and all incidental Work to complete the project.

This Contract is not a Contract of Employment. The Contractor is an independent Contractor and nothing herein shall be construed to create a partnership, joint venture or agency and neither party shall be responsible for the debts or obligations of the other.

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 Regional District, 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, or their delegate, 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 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. REPORTS

The Contractor will be required to keep neat and accurate records. Monthly Reports are required to be submitted for the sites that are serviced daily and Quarterly/Annual Reports for other facilities as requested by the Regional District.

6. SUPERVISION AND LABOUR

The Contractor will keep on the Work at all times during its progress, a competent supervisor. 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 them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor. As well, the supervisor will be responsible to ensure safe site operations for site conditions, equipment safety and members of the public using the facilities.

The Contractor shall employ at all times, qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

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.

7. 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 Regional District's staff. Any supervisor 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, appears to be under the influence of drugs or alcohol or is 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.

8. 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.

9. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

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 terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

10. SUB-CONTRACTORS

The Contractor is responsible to the Regional District for the acts and omissions of their Sub-contractors and of their workers to the same extent that they are responsible for the acts or omissions of the Contractor's workers. Nothing in the Contract Documents will create any contractual relations between any Sub-contractor and the Regional District. The Contractor will bind every Sub-contractor to the terms of the Contract Documents.

11. OWNERSHIP

The Material produced, received or provided by the Regional District to the Contractor as a result of this Agreement and any equipment, machinery or other property provided by the Regional District to the Contractor as a result of this Contract will:

- (a) be the exclusive property of the Regional District; and
- (b) immediately be delivered by the Contractor to the Regional District giving written notice to the Contractor requesting delivery of the same, or at the end date of this Contract.

12. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the Work in accordance with the Contract Documents, and after five (5) days written notice to the Contractor, or without notice if any emergency or danger to the Work or public exits, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of work performed by the Regional District in correcting deficiencies shall 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 workers arising from the entering of the Contract or the carrying out of the Work, whether on the Regional District's Property and whether arising from statutory liability or not.

14. 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.

15. 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 persons or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, Sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

16. 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.

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Owner prior to commencing the Work.

17. CHANGES IN THE WORK

The Regional District, 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 Regional District will entertain no payment for extra work or changes in any Contract unless a Change Order form or Purchase Order is completed and signed by the Regional District and the Contractor.

18. PAYMENT

Payment shall be based upon the unit price structure as presented in the Contractor's proposal. 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 Facilities, within city limits, will be paid monthly to the Regional District.

19. INSURANCE

The Contractor will, at their own expense, provide and maintain the following insurance. Proof that the following insurance is in full force and effect must be supplied to the Regional District in the form of a copy of the Insurance Certificate of the policy prior to commencement of the Work. Each Insurance Certificate of the policy must contain wording to the Regional District's satisfaction that 30 days' notice of cancellation or material change in the terms of the policy shall be given to each insured.

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

insured party. It is the sole responsibility of the Contractor to determine if additional limits of liability insurance coverage are required to protect them from risk.

19.1 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 Regional District, 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 Regional District. 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.

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.

Such insurance shall contain a clause waiving the insurer's right of subrogation against the Regional District, and its directors, officers and employees.

19.2 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.

19.3 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.

19.4 CONTRACTOR'S EQUIPMENT INSURANCE

The Contractor will buy, and keep in force at their own expense, insurance on all equipment owned or rented by the Contractor to its full insurable value.

20. DURATION OF CONTRACT

The Contract will begin on April 1, 2015 at 12:01 a.m. and the Contract will stay in force until midnight March 31, 2018. 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 terms of this Contract to a maximum of two (2) years. The Contract duration will not exceed five (5) years.

Currently there are plans to implement a White Goods Program at the provincial level in 2017. Extension past 2018 would be influenced by the Provincial Stewardship Program being implemented.

21. WORKERS COMPENSATION BOARD

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*.

22. CONFIDENTIALITY

The Regional District is a public body subject to the *Freedom of Information and Protection of Privacy Act* (FOI). In accordance with the FOI, all information regarding the items and conditions, financial and/or technical aspects of the Contractor's Proposal which are, in the Contractor's opinion, of a proprietary or confidential nature, should be clearly marked "CONFIDENTIAL" at each relevant item or page.

Subject to the FOI, all information marked "CONFIDENTIAL" by the Contractor will be held in strict confidence and shall not be revealed to another party without the consent of the Contractor.

23. RIGHTS OF WAIVER

A waiver of any breach of provision of this Contract will not constitute or operate as a waiver of 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.

24. SEVERABILITY

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

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1. GENERAL

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 the Contract and shall not be entitled to receive any remuneration from the Regional District other than that specified by the Contract.

- 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.
- 1.2 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.
- 1.3 It is the intent of this Contract that all collected Recyclable Materials are to be recycled.

2. CONTRACTOR'S PERSONNEL

- 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.
- 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.
- 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.
- 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.
- 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.

3. 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 cause damage to delivery or service vehicles, or to other vehicles/equipment on site or cause a health and safety concern.

4. 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:

- 4.1 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;
 - iv. a total weight summary in tonnes of all Recyclable Materials material collected by source and Facility and dates of shipments to markets; and
 - v. market price of materials at time of sale.
- 4.2 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.

5. CONTRACTOR'S RECORDS

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

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. ILLEGAL WEIGHTS

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

7. UNITS OF MEASUREMENTS

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.

8. ACCIDENT REPORTING

- 8.1 All vehicle collisions occurring while conducting Work related to the Contract will be reported to the Manager immediately.
- 8.2 All incidents involving residents will be reported to the Manager immediately.
- 8.3 Copies of all claims and reported damages must be submitted to the Manager for each occurrence.

9. INSPECTION OF WORK

- 9.1 The Manager may at any time inspect the Contactor'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.

10. COLLECTION OF RECYCLABLES

10.1 SCOPE OF WORK

- 10.1.1 The Contractor will provide scrap metal processing, transport, marketing/sales for the following facilities:

Mackenzie Regional Landfill
Bear Lake Transfer Station
Foothills Blvd Regional Landfill
Hixon Regional Transfer Station, and
Valemount Regional Transfer Station.

- 10.1.2 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.

- 10.1.3 The Contractor will provide servicing for the collection of Recyclable Materials from Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot. The Contractor will supply collection containers and servicing of containers as per the Regional District's schedule for the Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot. The Scrap Metal will be processed, transported and marketed for sale.

10.2 LEVEL OF SERVICE

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

- 10.2.2 During the term of the Contract, the Contractor shall collect materials from Vanway Recycling Depot and Transfer Station and Quinn Street Regional Recycling Depot within 1 hour of call in by the Caretaker and shall not leave facility without a bin.

10.3 CONTRACT EQUIPMENT

- 10.3.1 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.
- 10.3.2 All equipment and machinery used in conducting the Work required by the Contract shall be included in their Proposal and shall be subject to the approval of the Manager, but approval or failure to approve the same, shall not relieve the Contractor from responsibility for the proper performance of the Contract, or liability under same.

10.4 MAINTENANCE OF EQUIPMENT

- 10.4.1 The Contractor shall be responsible for maintenance, repairs and all other operating costs of equipment including fuel, licensing, insurance, washing, storage, etc.
- 10.4.2 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.
- 10.4.3 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.

10.5 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.

- 10.5.1 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 cleaned up.

10.6 MECHANICAL OR OIL SPILLS

- 10.6.1 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.

10.7 STREET AND HIGHWAY CONDITIONS

- 10.7.1 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 prevents collection. Even in such exceptional cases, areas, or parts of areas, where collection can be made shall be serviced.

11. PROCESSING

11.1 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.

11.2 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.

11.3 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.

11.4 MATERIAL MEASUREMENT AND RECORDS

- 11.4.1 Each load of materials within the scope of the Contract arriving or leaving the MRF must be weighed. The Contractor will ensure that their personnel are instructed in the proper use of the weigh scale and that they adhere to required operating procedures at all times.
- 11.4.2 The scale shall be of a design that is capable to accurately weigh to the nearest 10 kilograms.
- 11.4.3 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.

12. MARKETING OF RECYCLABLES

12.1 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.

12.2 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.

12.3 MATERIAL SHIPPING

- 12.3.1 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.
- 12.3.2 The Contractor will keep all appropriate records of all transactions involving the Processed Material and will be subject to audit.

12.4 REVENUES

Revenue from the sale of Processed Materials will be made to the Regional District as a requirement of this Proposal/Contract.

13. MAP OF LOCATIONS

