



REGINA SCRAP SCOPE OF WORK

1. **SCOPE:** Owner shall sell to the Contractor, and Contractor shall buy, based on the terms and conditions of this Agreement, all of Owner's right, title and interest in accumulations of miscellaneous ferrous and non-ferrous scrap metal or other scrap materials (sometimes referred to as "Goods") as Owner makes available from time to time at pickup points specified by Owner.
2. **COLLECTION OF GOODS:**
 - a. Contractor will collect the accumulations of miscellaneous ferrous and non-ferrous scrap metal or other scrap materials on a regular and frequent basis so that the Goods do not exceed the capacity of the collection areas or receptacles. Contractor shall furnish, at its cost, all labor and material associated with collection and transportation of the Goods by vehicle.
 - b. Contractor is prohibited from removing Nonconforming Goods, including:
 - i. any Goods containing hazardous material as defined under federal or state laws and regulations;
 - ii. any single piece of equipment with a radiation level exceeding the applicable state level;
 - iii. any vessel and/or heater coated with asbestos containing insulation; and
 - iv. any uncrushed drum or container.The items described in this Section b are defined in this Agreement as "Nonconforming Goods".
 - c. Contractor agrees to render material functionless for any purpose, other than scrap metal or other scrap material.
 - d. Contractor shall perform all services hereunder during normal working hours (8:00 am to 4:30 p.m., Monday through Friday), unless otherwise specified or approved by Owner.
 - e. If requested by Owner, Contractor will require personnel entering any work site to perform services under this contract, to be clearly identified by badges the work site would provide. These badges must be worn at all times while on Owner premises. Also at Owner request, Contractor will require every person entering a work site to perform services hereunder to be identified by a complete fingerprint record.
3. **LOCATION:** Contractor shall pick up Goods, but not be limited to the following pickup points and any other mutually agreed upon location(s). Furnishing of all services and facilities needed to collect and remove Goods from the locations hereinafter specified and referred to as "Work Sites". Specific area covered by the Agreement are Regina, Saskatchewan, Canada and surrounding areas.

The Owner Contact for the Work Sites will be either the site designated Scrap Coordinator or Material Management Resources, Inc. The Contractor shall remove Goods, regardless of quantity, from Owner's premises as needed, including weekends, when notified by Owner Contact or Material Management Resources, Inc. The Owner's premises shall be kept free of any accumulation of Goods in accordance with this Agreement.

4. WEIGHT AND MEASUREMENT:

- a. Each load of scrap metal purchased shall be weighed on the work site scales, or in the event the work site does not have scales on location, at a bonded public scale (agreed to by Owner and Contractor) and all scale tickets shall include the following:
 - i. Tare weight and date of weighing
 - ii. Gross weight and date of weighing
 - iii. Net weight of miscellaneous scrap metal
 - iv. Point of origin of the scrap metal
 - v. License number of tractor and float trailer
 - vi. Signature of Owner representative or bonded weigh person
 - vii. Surplus Equipment Disposal Form (SED) Number
- b. In connection with this agreement tonnage shall be equal to gross weight minus tare weight. The gross weight shall consist of the combined weights of the tractor, trailer, loaded scrap container, full fuel tanks, with no driver or helpers on board the vehicle(s). Tare weight shall consist of the combined weights of the tractor, trailer, empty scrap container, full fuel tanks, with no driver or helpers on board the vehicle(s).
- c. Scale certification from a 3rd party is to be provided yearly.

Owner reserves the right to witness all weighing at the work site or bonded public scales. Owner reserves the right to witness the recovered nonferrous materials at the Contractor's site, in addition to the weights determined by the Contractor as no value.

5. SPOT SALES: Owner and Contractor agree that, from time to time, Contractor may purchase item(s) from Owner which are sold separate and apart from Goods under this Agreement. Such separate item purchases shall be treated by Owner and Contractor as "Spot Sales", and the purchase price of said item(s) shall be agreed upon by Owner and Contractor prior to loading and transportation of the item(s). In the event of such sale, Contractor shall remit payment, execute an Agreement of Purchase and Sale, then obtain approval to load the item, and mark the weight ticket and payment documentation "Spot Sale".