

 www.materialmq.com

CONTACT: Michael Beith
(661) 535-9979

The bid for scrap bin services is for a 3 year term-based contract, November 2019 thru October 2022.

Material Management Resources, Inc.			
Fax: (281) 944-4218		Company _____	
Phone: (661) 535-9979		Name _____	
		Address _____	
Contact: _____	Michael Beith	City _____	State _____
Date: _____	8/12/2019	Zip _____	Phone _____
		E-mail _____	



Attachment A

INSURANCE - REQUIREMENTS

Buyer shall provide the following insurance for Buyer's operations extended to protect the Seller, its co-owners and joint ventures during the term of this agreement.

- (a) Workmen's Compensation and Occupational Disease insurance for all jurisdictions applicable to any work to be performed covering seamen and all persons employed by Buyer for services to be performed under this Agreement and, when applicable, shall include full coverage for maritime obligations, the United States Longshoremen's and Harbor Worker's Compensation Act, Outer Continental Shelf Lands Act, the Jones Act, and Death on the High Seas Act.
- (b) Employer's Liability and Disease insurance, not less than \$2,000,000 per occurrence.
- (c) Comprehensive General Liability insurance covering all services performed under this Agreement, including coverage for liability assumed in this Agreement, not less than \$10,000,000 per occurrence.
- (d) Automobile Liability insurance covering all owned, non-owned, and hired motor vehicles used in connection with services under this Agreement, not less than \$3,000,000 per occurrence. If the Work involves the transportation of Hazardous Materials, MCS-90 endorsement shall be included.
- (e) If the performance of this Agreement or any of the Commercial Terms requires the use of aircraft owned or leased by either Party (including helicopters), that Party shall carry, or require the owners of such aircraft to carry All Risk Hull Insurance in an amount equal to the full replacement value of the aircraft, and Aviation Liability Insurance, including Passenger Legal Liability, with a limit not less than U.S. \$100,000,000 covering bodily injury and property damage.
- (f) If the performance of this Agreement requires the use of watercraft owned or leased by either Party, that Party shall carry or require the owners of such watercraft to carry Hull and Machinery (including Collision Liability) Insurance in an amount not less than the full replacement value of the watercraft, and Protection and Indemnity Insurance including excess collision liability in the amount of not less than U.S. \$25,000,000. This insurance shall provide that a claim "in rem" shall be treated as a claim against the employer. Party shall also carry Vessel Pollution insurance in the amount of not less than U.S. \$25,000,000.
- (g) If the Work includes the use, manipulation, transportation or disposal of any Hazardous Materials from or on Work sites, Gradual Pollution Liability with a minimum insurance limit of U.S. \$10,000,000 per occurrence, covering bodily injury and property damage.
- (h) When applicable, Protection and Indemnity (P&I) insurance including excess collision liability with a minimum limit of \$1,000,000 or the actual value of the vessel, whichever is greater, on each vessel owned and/or chartered by Buyer and used in connection with services under this Agreement. In lieu of P & I insurance, the Comprehensive General Liability Policy may be amended to include coverage for operation of vessels.
- (i) When applicable, Hull and Machinery insurance, including full collision liability, in an amount equal to the value of each vessel owned and/or chartered by Buyer and used in connection with services under this Agreement.
- (j) Property insurance for the full value of all other property owned or rented by Buyer and used in connection with services under this Agreement. The liability of Buyer under the indemnity and hold harmless provisions hereof shall not be limited to or by the insurance Buyer is required to provide. SUBROGATION - Unless prohibited by law, all policies of insurance pertaining to work performed under this Agreement held or obtained by Buyer and each subcontractor, whether required by this Agreement or not, shall state that the underwriters or insurers waive any and all claims against Seller, its said co-owners and joint ventures, and its and their officers, directors, agents, employees and invitees, for injuries, deaths, losses, or damages covered by such policies. Buyer shall furnish Seller with certificates in evidence of the above insurance which shall also provide that the insurance will not be materially changed or cancelled before thirty (30) days written notice to Seller.
- (k) ADDITIONAL NAMED INSURED - Buyer shall cause the insurance company to name Seller as an additional insured on all of the above insurance pertaining to work performed under this Agreement except for Workmen's Compensation and Employer's Liability. BUYER's insurance shall be primary.
- (l) Any insurance required by a Governmental Requirement.

The above insurance coverage's and limits may be insured through primary or excess layers of insurance. All insurance must be placed with insurance carriers rated A-, VII or higher by A.M. Best or similar rating agency and approved to do business in the State of California. Company may self-insure for any of the above risks. In the event Contractor maintains higher limits than the minimums shown above, Company shall be entitled to coverage for such higher limits.

Attachment B Scope of Work

1. SCOPE: Company shall sell to the Contractor, and Contractor shall buy, based on the terms and conditions of this Agreement, all of Company'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 Company makes available from time to time at pickup points specified by Company.

The Contractor will be required to provide bins to adequately service each work site included in the scope of this Agreement. This requirement includes any increase in demand for bins required during work site turnaround or other activities that require additional bins. In the event the Contractor is not in a position, at any time during the term of the contract, to provide adequate bin service to a specific work site location, the Company will have the option to obtain additional equipment and services from other sources to fill the immediate requirements of the work site at that time.

The Contractor will assign a single point contact at the Contractor's office / yard for bin pickup and delivery. This single point contact will dispatch pickup and delivery requests to the Contractor's other office / yard locations, where applicable. Requests will be forwarded to the Contractor by electronic copy from Material Management Resources, Inc. or the specific Work Site, whichever is applicable. The Contractor will confirm receipt of the request by return electronic copy and provide a time for the pick up or delivery of the bin(s) or truck(s), whichever is applicable.

The Contractor is required to separate and report any "no value" materials and nonferrous material found present in any shipment. The Contractor will report the associated "no value" weight and nonferrous content grade and weight on the receiving gross-tare-net weight ticket to be furnished by the Contract. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting as part of the contract. Pictures are required on weight tickets with "no value" deductions of 500 pounds or more.

PPE and Site requirements: Fire Retardant Clothing, Steel Toe Boots, Hard Hat, and Safety Glasses. Clean shaven, no mustache or beards; No weapons, firearms, knives over 4 inches or any kind of machete permitted; No animals; No pictures; and No alcohol. In addition, must

have at least one FULL time, English speaking, scrap metal driver with a TWIC card. Drivers will need to double up during seasonal turnaround events. Scrap driver must have a backfill.

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 will use reasonable efforts to refrain 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 Company.
- e. If requested by Company, 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 Company premises. Also at Company 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 is the **Vernalis, Lathrop, Rio Vista, Dixon, Maine Prairie, Sutter Areas, Willows, Orland, Coring areas, etc.**

The Company 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 Company's premises as needed, including weekends, when notified by Company Contact or Material Management Resources, Inc. The Company'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 Company 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 Company representative or bonded weigh person
 - vii. Surplus Equipment Disposal Form (SED) or any other designated sales 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.

Company reserves the right to witness all weighing at the work site or bonded public scales. Company 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: Company and Contractor agree that, from time to time, Contractor may purchase item(s) from Company which are sold separate and apart from Goods under this Agreement. Such separate item purchases shall be treated by Company and Contractor as "Spot Sales", and the purchase price of said item(s) shall be agreed upon by Company 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"

**Attachment C
Historic Scrap Report**



Sacramento Basin Area - 2017

No pick ups during this year.

Sacramento Basin Area - 2018

2018 Monthly Bin Pickups

Sacramento Basin

Count of Bins	Year-Mo			
Row Labels	2018-02	2018-06	2018-08	Grand Total
RIO VISTA	1	2	2	5
YUBA CITY	1			1
Grand Total	2	2	2	6

2018 Monthly Gross Tons by Locations

Sacramento Basin

Sum of GT	Year-Mo			
Row Labels	2018-02	2018-06	2018-08	Grand Total
RIO VISTA	8	16	16	40
YUBA CITY	8			8
Grand Total	16	16	16	48

2018 Monthly Gross Tons by Material

Sacramento Basin

Sum of GT	Year-Mo			
Row Labels	2018-02	2018-06	2018-08	Grand Total
STEEL	16	16	16	48
Grand Total	16	16	16	48

Sacramento Basin Area - 2019

No pick ups during this year.



**INVESTMENT RECOVERY
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Phone: (661) 535-9979
Fax: (281) 944-4218

1304 Langham Creek, #200
Houston, TX 77084

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Attachment D

Bid for scrap bin services for the miscellaneous accumulation of scrap material within 60 mile radius of any of the contractor's yard locations where service can be provided including (but not limited to) Etc. Vernalis, Lathrop, Rio Vista, Dixon, Maine Prairie, Sutter Areas, etc.

Price set for the month based on the 10th working day, not the 10th day of the month.

<u>Commodity</u>	<u>Index</u>	<u>High Side, AMM San Francisco</u>	<u>Floor Price</u>
Carbon Steel: Combined cast iron, #1 & 2 Heavy melt, plate & structural steel	Dealer Selling Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Heavy Carbon Steel: Heat Exchangers and Tube Bundles and Heavy Breakable Cast	Dealer Selling Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Stainless Steel (316 series)	Dealer Buying Price-316 solids, clips	+/- _____ per lb	
Stainless Steel (304 series)	Dealer Buying Price-304 solids, clips	+/- _____ per lb	
Brass (all grades)	Dealer Buying Price-YELLOW BRASS SOLIDS	+/- _____ per lb	
Copper (all grades)	Dealer Buying Price-No.1 Heavy Copper and Wire	+/- _____ per lb	
Insulated copper wire #1	Dealer Buying Price-No.1 Heavy Copper and Wire	_____ %	
Insulated copper wire #2	Dealer Buying Price-No.1 Heavy Copper and Wire	_____ %	
Aluminum (pipe)	Dealer Buying Price- Segregated Low Copper clips	+/- _____ per lb	
Aluminum (sheet)	Dealer Buying Price- Segregated Low Copper clips	+/- _____ per lb	

Any Nickel alloys will be bid on a case by case basis.

Any "no value" materials and non ferrous material found present in any shipment are required to be separated and reported. The associated "no value" weight and nonferrous content grade and weight shall be reported on the receiving gross-tare-net weight ticket. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting.

The above pricing is based upon the utilization of standard scrap bins. In the event of oversize loads, overweight loads, permit loads, escorts, etc., the associated costs for these additional services will be mutually agreed upon prior to movement. The cost for these additional services will be deducted as a credit to the Contractor from the amount due Company. This adjustment will be made at the end of that current month where the expense occurred. If standard charges are not utilized for flat bed trucks, actual trucking invoices will serve as documentation for the charge. Please indicate if you have standard charges for the following:

Box Movements - For moving boxes within a facility, not initial drop or pickup \$_____ per bin

Flat Bed Trucks \$_____ per truck

Other Comments:



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Attachment E

Bid for for scrap bin services for miscellaneous accumulation of scrap material within 60 - 120 mile radius of any of the contractor's yard locations where service can be provided including (but not limited to) Willows, Orland, Coring areas, etc.

Phone: (281) 944-4260 Fax: (281) 944-4218
High Side, AMM San Francisco

Price set for the month based on the 10th working day, not the 10th day of the month.

<u>Commodity</u>	<u>Index</u>	<u>High Side, AMM San Francisco</u>	<u>Floor Price</u>
Carbon Steel: Combined cast iron, #1 & 2 Heavy melt, plate & structural steel	Dealer Selling Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Heavy Carbon Steel: Heat Exchangers and Tube Bundles and Heavy Breakable Cast	Dealer Selling Price-NO. 1 HEAVY MELT	+/- \$_____ per gross ton	\$_____ per Bin/Load
Stainless Steel (316 series)	Dealer Buying Price-316 solids, clips	+/- _____ per lb	
Stainless Steel (304 series)	Dealer Buying Price-304 solids, clips	+/- _____ per lb	
Brass (all grades)	Dealer Buying Price-YELLOW BRASS SOLIDS	+/- _____ per lb	
Copper (all grades)	Dealer Buying Price-No.1 Heavy Copper and Wire	+/- _____ per lb	
Insulated copper wire #1	Dealer Buying Price-No.1 Heavy Copper and Wire	_____ %	
Insulated copper wire #2	Dealer Buying Price-No.1 Heavy Copper and Wire	_____ %	
Aluminum (pipe)	Dealer Buying Price- Segregated Low Copper clips	+/- _____ per lb	
Aluminum (sheet)	Dealer Buying Price- Segregated Low Copper clips	+/- _____ per lb	

Any Nickel alloys will be bid on a case by case basis.

Any "no value" materials and non ferrous material found present in any shipment are required to be separated and reported. The associated "no value" weight and nonferrous content grade and weight shall be reported on the receiving gross-tare-net weight ticket. Any individual grade type of nonferrous in accumulated weight of less than 100 pounds will not require separation and reporting.

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Box Movements - For moving boxes within a facility, not initial drop or pickup \$_____ per bin

Flat Bed Trucks \$_____ per truck

Other Comments: