



**REQUEST FOR PROPOSALS TO DESIGN, BUILD,
OPERATE AND MAINTAIN AN ENERGY FROM WASTE
FACILITY**

**REQUEST FOR PROPOSALS
RFP 604-2008**

**ISSUED BY THE REGIONAL MUNICIPALITY OF DURHAM
AND
THE REGIONAL MUNICIPALITY OF YORK**

Issue Date: August 22, 2008

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1. RFP DOCUMENTS

1.1 This request for proposals (“RFP”) is divided into the following sections and appendices:

1. RFP Documents
2. Overview of RFP Process
3. Overview of the Project
4. Proposal Submission Requirements
5. Evaluation
6. Contract Finalization
7. RFP Terms and Conditions
8. Definitions

APPENDIX A Project Agreement for Design, Construction, Operation and Maintenance of Energy from Waste Facility (the “Project Agreement”)

APPENDIX B Forms:

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FORM 2 – FIXED CONSTRUCTION PRICE FOR DESIGN AND CONSTRUCTION OF FACILITY

FORM 2A – BREAKDOWN OF FIXED CONSTRUCTION PRICE

FORM 2B – EARLY WORKS AGREEMENT PAYMENT SCHEDULE

FORM 2C – CONSTRUCTION MILESTONE AND PAYMENT SCHEDULE

FORM 2D – BONDING DURING CONSTRUCTION – PERFORMANCE BOND

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UNITARY MAJOR EQUIPMENT REPAIR AND FACILITY
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FORM 4 – PERFORMANCE GUARANTEES

FORM 5 – DETAILED FACILITY AND EQUIPMENT DATA

FORM 6 – GUARANTEED MAXIMUM UTILITIES/REAGENTS
UTILIZATION DURING OPERATION

FORM 7 – REQUEST FOR INFORMATION FORM

FORM 8 – PROPONENT COMMENTS ON PROJECT AGREEMENT

FORM 9 – REPRESENTATIONS AND WARRANTIES OF
PROPONENT

FORM 10 – RELATIONSHIP DISCLOSURE FORM

FORM 11 – REQUEST FOR GEOTECHNICAL INVESTIGATION

FORM 12 – PARTICIPATION AGREEMENT

ATTACHMENT A TO FORM 12 – PARTICIPATION
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APPENDIX C Reference Documents

APPENDIX C1 APPROVED SITE LOCATION

APPENDIX C2 THE REGIONS' AIR EMISSION CRITERIA BASED
UPON PROVINCE OF ONTARIO AND EUROPEAN
UNION AIR EMISSION REQUIREMENTS

APPENDIX D SITE PLANNING AND BUILDING DESIGN GUIDELINES (THIS IS A SEPARATE DOCUMENT)

APPENDIX E EARLY WORKS AGREEMENT

APPENDIX F MONTHLY WASTE FORECAST TABLE

Data Room

- 1.2 The Regions have established an electronic data room at a secure internet address (the “Data Room”) in which it has placed documents in possession of the Regions that the Regions have identified as relevant to the Project and that may be useful to Proponents. The Regions do not make any representation as to the relevance, accuracy or completeness of any information available in the Data Room except as the Regions may advise with respect to a specific document. The Regions will grant Proponents access to the Data Room on certain conditions, including that the Proponents agree to keep information contained in the Data Room confidential. Log in and password information will be provided separately to each Proponent by the Contact Person. The information in the Data Room may be supplemented or updated, from time to time. Although the Regions will attempt to notify Proponents by e-mail of all updates, Proponents are solely responsible for ensuring that they check frequently for such updates. In addition, Proponents are solely responsible for ensuring use of only the most current, updated information from and after the time updated information is issued by the Regions.

Investigation

- 1.3 Proponents will, at their own cost, obtain such information and perform such investigations as they may consider necessary to satisfy themselves as to all conditions affecting the Project and the performance of the Project Agreement, whether or not included in the Data Room, including relating to labour relations, existing and future site conditions, requirements of authorities having jurisdiction, requirements of all applicable law and requirements of all other governmental authorities applicable to the Project.

Participation Agreement

- 1.4 As a condition to receiving this RFP each Proponent is required to sign and deliver an executed Participation Agreement to the Contact Person, and thereafter will be expected to comply with the terms of the Participation Agreement and its attachment as in the form provided in APPENDIX B.

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2. OVERVIEW OF RFP PROCESS

- 2.1 This RFP is being issued to Proponents by the Regions in order to obtain Proposals which, if accepted, may lead to the execution of a Project Agreement, substantially in the form found in APPENDIX A to this RFP (the “Project Agreement”), for the provision of all labour and materials required (the “Work”) for the design, construction, operation, and maintenance (the “Project”) of a facility to convert municipal solid waste (“MSW”) into usable energy (the “Facility”), as more particularly described in Section 0 of this RFP.
- 2.2 This RFP represents all of the terms and conditions governing the herein described procurement process. For greater certainty, to the extent that any term or condition of this RFP may appear to conflict with any of the provisions of the purchasing by-law for the Region of Durham, the provisions of this RFP shall prevail.
- 2.3 Proponents are invited to submit Proposals in accordance with the terms and conditions of this RFP. Proposals will be evaluated in two stages: a preliminary review to determine whether Proposals comply with mandatory requirements (stage 1) and a substantive evaluation (stage 2), as more particularly described in Section 5 of this RFP. Subject to the terms and conditions of this RFP, Proposals which do not meet the mandatory requirements stipulated in this RFP will be subject to disqualification and not considered further in this RFP process. Proposals which do satisfy the mandatory requirements will be evaluated for their substantive merits.
- 2.4 The following are the Proponents who have been pre-qualified by the Regions to submit Proposals in response to this RFP. Subject to Sections 7.6 and 7.11, only Proposals submitted by these Proponents will be accepted, and all other Proposals will be returned unopened:
- Covanta Energy Corporation
- Urbaser SA
- Veolia Environmental Services Waste to Energy Inc.; AMEC/Black & McDonald
- Wheelabrator Technologies Inc. (A Waste Management Company)
- Green Conversion Systems LLC (Formerly: WRSI/DESC Joint Venture; Fisia Babcock Environmental GmbH; Kiewit Industrial Company; Morgan Stanley Biomass LLC; Babcock & Wilcox)
- 2.5 If, following their substantive evaluation of the Proposals, the Regions select any one of the Proposals, the Preferred Proponent will enter into negotiations with the Regions to finalize the terms of the Project Agreement.
- 2.6 Subject to any revision by Addendum, the schedule for this RFP process shall be as follows:
- 2.6.1 RFP issued on August 22, 2008;
- 2.6.2 Commercial in Confidence Meetings held during the week of October 6, 2008;

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- 2.6.3 Follow-up Commercial in Confidence Meetings (if any) held during the week of November 3, 2008;
- 2.6.4 Proponents may submit requests for additional geotechnical investigation by 5:00 pm Local Time on September 19, 2008;
- 2.6.5 Supplementary Geotechnical Report, if any, circulated to Proponents by October 31, 2008;
- 2.6.6 Proponents may submit questions for clarification of RFP up to 5:00 pm Local Time on November 14, 2008;
- 2.6.7 Proponents may submit final proposed mark-ups to Draft Project Agreement and Draft Early Works Agreement by 5:00 pm Local Time on November 14, 2008;
- 2.6.8 Issue Final Draft Project Agreement and Final Early Works Agreement on December 5, 2008;
- 2.6.9 Proponents to submit Proposals by the Closing Date, being by 2:00 pm Local Time on January 15, 2009;
- 2.6.10 Proposals opened on January 15, 2009;
- 2.6.11 Notification of all Proponents of selection of Preferred Proponent (if any) by April 15, 2009;
- 2.6.12 Recommendation to Regions' Councils regarding Project Agreement terms within one hundred and eighty (180) days of Closing Time; and
- 2.6.13 Execution of Project Agreement by within sixty (60) days of submission of recommendation to Regions.
- 2.7 The Regions reserve the right to change any of the dates referred to in Section 2.6, in their sole discretion.
- 2.8 Proponent Communications:
 - 2.8.1 Proponents will communicate with the Regions in relation to this RFP during any part of the competitive selection process, in respect of the Project or the preparation of their Proposals, only:
 - 2.8.1.1 In writing using the Request for Information ("RFI") form provided in APPENDIX B (Request for Information form) and also provided in the Data Room, delivered using e-mail or fax transmission, in accordance with this RFP;
 - 2.8.1.2 In writing using the Project Agreement's Comments form provided in APPENDIX B (Proponent form for Project Agreement Comments);

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- 2.8.1.3 In meetings described in this RFP or otherwise established by the Regions, subject to the terms of this RFP;
- 2.8.1.4 As may be otherwise expressly invited in writing or consented to by the Regions; and
- 2.8.1.5 As may be expressly permitted by this RFP, including in accordance with the Proposal Submission Requirements set out in Section 1.
- 2.8.2 The Regions will deliver Addenda and written responses to the RFI to the e-mail address as provided by Proponents and post a copy in the Data Room. Proponents may, by e-mail to the Contact Person, request a change to such contact e-mail address. If for any reason the Regions are unable to deliver any Addendum or any response to an RFI by e-mail, the Regions may, in their sole discretion, deliver any such Addendum or response to Proponents by fax or personal delivery.
- 2.9 Contact Person for Regions and RFI Protocol
- 2.9.1 The Contact Person for this RFP is identified below. The Regions may, by Addendum to this RFP, change the Contact Person from time to time as may be necessary. Either the Contact person or the new Contact Person may issue an Addendum to change the Contact Person. The following is the contact information for the Contact Person for the Regions:
- Address inquiries to: RFP Contact Person**
E-mail: rfp6042008inquiries@region.durham.on.ca
Fax number: 905-666-6210
- 2.9.2 All RFI inquiries regarding any aspect of this RFP should be directed to the Contact Person by fax or by e-mail by no later than 4:30 p.m. local time, using the RFI form in accordance with the following:
- 2.9.2.1 Proponents are responsible to ensure that e-mailed and faxed communications are actually received by the Contact Person. If a Proponent has not received written confirmation from the Contact Person that an e-mail or fax transmission has been received as noted in the RFI form, the Proponent shall assume that it has not been received;
- 2.9.2.2 If the Contact Person responds, it will be in writing;
- 2.9.2.3 Inquiries to and responses from the Contact Person will be recorded by the Regions;
- 2.9.2.4 Responses by the Regions will not be distributed to all Proponents if the RFI is of a minor or administrative nature such that the Regions, in their sole discretion, consider to relate only to the Proponent who submitted the RFI and is not material to other Proponents;
- 2.9.2.5 The Regions may respond to an RFI from one Proponent by way of a circular to all Proponents. If a Proponent does not want a response to its

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RFI to be shared with other Proponents, the RFI must be clearly marked “Commercial in Confidence” by the Proponent with supporting justification for the requested treatment. The Regions will assess whether, given the nature of the RFI and the supporting justification provided by the Proponent, the RFI warrants confidential treatment. If the Regions, in their sole discretion, consider that the Regions should not respond to the RFI on a confidential basis, the Regions will notify the Proponent who submitted such RFI of the Regions’ decision and the Proponent will have the opportunity to withdraw the RFI. If the Proponent does not withdraw the RFI, then the Regions will provide their response to all Proponents subject to Section 2.9.2.4 and an RFI described in this Section 2.9.2.5 which is clearly marked “Commercial in Confidence”; and

2.9.2.6 Subject to an RFI clearly marked “Commercial in Confidence” as described in Section 2.9.2.5, if the Regions identify that there is a need for general clarification of an issue or if the Regions identify a matter of substance which the Regions consider should be formally brought to the attention of all Proponents, whether or not such issue or such matter has previously been covered by an RFI marked “Commercial in Confidence” and a confidential response by the Regions, a letter of clarification will be sent to all Proponents at the same time via e-mail and any subsequent inquiries will be dealt with in a similar manner.

2.9.3 Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied upon in any way by any person for any purpose. In respect of communications from the Contact Person, Proponents may only rely upon Addenda and formal written responses to an RFI.

2.9.4 The Regions do not assume any risk, responsibility or liability whatsoever to any Proponent for ensuring that any e-mail system being operated for or by the Regions is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent’s transmission can not be received, or if a permitted e-mail communication is not received by the Regions, or received in less than its entirety, within any time limits specified by this RFP. All permitted e-mail communications with or delivery of documents to the Contact Person will be deemed as having been received by the Contact Person on the dates and time indicated on the Contact Person’s electronic equipment provided the Contact Person has confirmed receipt of the e-mail communication as noted above in Section 2.9.2.1.

2.10 Consultative Process

2.10.1 Commercial Confidential Meetings: After issuance of the RFP but prior to the Closing Time, the Regions will make available certain of its personnel, consultants and advisors to participate in meetings with the Proponents. It is anticipated that the Regions will hold one full day meeting with each Proponent with the option, at the Regions’ sole discretion, to hold one or more follow up meeting(s). Each Proponent will be expected to attend the initial Commercial Confidential Meeting, at its own expense. The meetings will take place in accordance with the following:

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- 2.10.1.1 The purposes of the meetings include (a) providing the Regions' representatives with familiarity of the designs and concepts proposed by Proponents; (b) providing Proponents with some comments and feedback from the Regions on the general acceptability of particular solutions Proponents may be considering for various aspects of their Proposals; and (c) providing an opportunity to each Proponent to raise issues concerning any issues regarding the Project, the draft Project Agreement or the Project Site;
- 2.10.1.2 At least five (5) working days in advance of a meeting, each Proponent should provide the Regions with a list of issues it would like to have discussed at the meeting. The Regions may provide each Proponent with a list of any issues the Regions would like to raise. The Regions will coordinate these lists and issue a coordinated agenda to each Proponent two working days prior to the meeting.
- 2.10.1.3 The Regions will determine which of its employees, consultants, agents or other representatives will be present at any meeting with Proponents.
- 2.10.1.4 At each meeting, Proponents should have such officers, directors, employees, consultants and agents of the Proponent as the Proponent considers necessary for effective communication with the Regions and to fulfil the objectives of the meeting. In addition, Proponents should use all reasonable efforts to have present at each meeting any and all specific officers, directors, employees, consultants and agents of the Proponent as may be requested by the Regions;
- 2.10.1.5 Proponents should note that any comments provided by or on behalf of the Regions during any meeting, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the meeting, and any positive or negative views, encouragement or endorsements expressed by or on behalf of the Regions during the meetings to anything said or provided by Proponents will not in any way bind the Regions and will not be deemed or considered to be an indication of a preference by the Regions, even if adopted by the Proponent;
- 2.10.1.6 If a Proponent wishes to rely upon anything said or indicated at a meeting then the Proponent must submit an RFI describing the information it would like to have confirmed and request that the Regions provide that information to the Proponent in written form. If such information relates to a clarification, explanation or change to a provision of the RFP or the Project Agreement, the Proponent must also submit an RFI describing the requested clarification, explanation or change;
- 2.10.1.7 The Regions will use reasonable efforts to distribute to all Proponents any new information provided by the Regions to any Proponent during a meeting, save and except that information which may relate to items

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raised by a Proponent in an RFI on the basis that such item will be treated as “Commercial in Confidence” and where, under Section 2.9 of the RFP, the Regions will deal with the RFI on that basis;

2.10.1.8 Following the release of the RFP the Regions will determine specific dates for meetings. If one or more Proponents request additional meetings or if the Regions consider it desirable or necessary to schedule additional meetings, the Regions, in their sole discretion, may schedule one or more additional meetings with Proponents. Unless the Regions advise Proponents that an additional meeting is required, each such additional meeting may be considered optional and any Proponent may decline to attend by notice in writing to the Regions delivered to the Contact Person at least five (5) working days prior to the scheduled date for the additional meeting; and

2.10.1.9 The Regions have the right and ability through the Contact Person to issue written policies and procedures clarifying, explaining, simplifying or otherwise amending this meeting process without the need for a formal Addendum to the RFP. The Regions may also amend and supplement this meeting process by Addendum to the RFP.

2.10.1.10 Proponents’ attention is specifically directed to the prohibition against gratuities, the anti-lobby rules, and the rules against collusion described in Sections 7.14, 7.15 and 7.18 respectively.

2.10.2 Comments on the Project Agreement

Each Proponent shall review the initial Draft Project Agreement attached hereto as APPENDIX A, and the Draft Early Works Agreement attached hereto as APPENDIX E, for the purpose of identifying any issues and/or provisions that the Proponent would like to see clarified or amended. Following such opportunity to review:

2.10.2.1 The Regions will invite Proponents, as part of the commercially confidential meeting process, to discuss possible clarifications or amendments of a commercially material nature to the Initial Draft Project Agreement and/or the Early Works Agreement including with respect to commercial, legal, design and construction, and facilities management matters;

2.10.2.2 At least five (5) working days in advance of those meetings for discussion of financial and commercial matters, along with the list of issues it would like to have discussed at that meeting, each Proponent will provide the Regions with requested changes to the Initial Draft Project Agreement and/or the Early Works Agreement in the form provided at APPENDIX E; and

2.10.2.3 The Regions will consider all comments and requested clarifications or amendments received from the Proponents and will amend the Initial Draft Project Agreement and/or the Early Works Agreement as the

Regions may decide, in their sole discretion. The Regions will then, by Addendum, issue a revised draft Project Agreement and/or the Early Works Agreement identified as the Final Draft Project Agreement and the Final Early Works Agreement. The Final Draft Project Agreement and the Final Early Works Agreement will be the common basis for the preparation of all Proposals.

2.11 Site Investigation

2.11.1 The Regions have retained consultants to conduct a preliminary geotechnical investigation of the Project Site (the “Geotechnical Consultant(s)”) and their report(s) are contained within the Data Room (the “Geotechnical Reports”). The Geotechnical Reports are provided to the Proponents for information purposes only. Neither the Regions, nor their respective employees, advisors, agents or representatives make any representation, warranty, guarantee or endorsement, or have any liability, obligation or responsibility whatsoever in contract, tort or otherwise, with respect to the scope, quality, timeliness, accuracy, reliability, appropriateness, sufficiency, relevance or completeness of any information or statements contained within the Geotechnical Reports. Without limiting the foregoing, borehole logs or test pit logs contained in the Geotechnical Reports record only the observations which were made at the specific locations described and at the specific times recorded, and may not be representative or indicative of anticipated or actual conditions encountered either at locations immediately adjacent thereto, or, with respect to ground water and other anticipated or actual conditions, at any other times.

2.11.2 Proponents shall review the Geotechnical Reports, and should a Proponent determine that further geotechnical investigation is, in the Proponent’s view, required, the Proponent may request that the Geotechnical Consultant(s) perform further investigation described by the Proponent in an RFI. All such requests for further geotechnical investigation shall be submitted by the Proponents to the Contact Person by the date noted above in Section 2.6.4 using the form provided thereof in APPENDIX B.

2.11.3 The Regions will provide any requests for further geotechnical investigation received from the Proponents in accordance with Section 2.11.2 to the Geotechnical Consultant(s). The Geotechnical Consultant(s) will perform such further geotechnical investigation, subject to the Regions’ right to limit the scope of such testing, and the Geotechnical Consultant(s) will publish the results of such further testing as a supplementary report. Once issued, such supplementary report will be circulated to the Proponents by the Regions by Addendum, and will form part of the Geotechnical Reports.

2.12 Deadline to Submit Proposals under RFP 604-2008

Proposals must be received by:

Ms. P.M. Madill
Regional Clerk
The Regional Municipality of Durham
605 Rossland Road East, Main Floor
Whitby Ontario, L1N 6A3

by no later than **2:00 p.m.** local time on **January 15, 2009** (the “Closing Time”).

Proposals received after this time will be returned to the Proponent unopened. Each Proponent must ensure that its Proposal is date and time stamped by the Regional Clerk or designate or otherwise acknowledged in writing as having been received by the Regions on or before the Closing Time, as determined by the Regional Clerk’s official clock. Each Proponent is solely responsible for ensuring that it delivers its Proposal to the Regional Clerk so that the Regional Clerk has sufficient time to acknowledge receipt of the Proposal on or before the Closing Time, as determined by the official clock. Under no circumstances will either the Regions or the Regional Clerk be held responsible for any failure by a Proponent to deliver its Proposal on or before the Closing Time, regardless of the reason.

2.13 Evaluation

The evaluation of Proposals will be carried out by a committee appointed by the Regions (the “Evaluation Committee”), in accordance with Section 5.0 of this RFP. The Evaluation Committee may be assisted by such other persons as the Evaluation Committee may decide it requires, including technical, financial, legal or other advisors or employees of the Regions.

2.14 Opening of Proposals

Proposals will be opened at a public meeting at **2:15 p.m.** local time on **January 15, 2009** at:

The Regional Municipality of Durham,
605 Rossland Road East,
Room 1-G,
Whitby, Ontario.

Only the names of those Proponents who have submitted Proposals will be announced.

2.15 RFQ Stage

The RFQ process and the RFQ responses from Proponents are superseded by this RFP process. Further, Proponents must ensure that all information they wish to be considered by the Evaluation Committee is provided in their Proposals, whether or not such information was contained in their RFQ responses.

2.16 Fairness Consultant

The Regions have appointed KPMG LLP (the “Fairness Consultant”) to monitor the RFP process. The Fairness Consultant will provide a written report in respect of the RFP process to the Regions which will be made public following execution of the Project Agreement. The Fairness Consultant will be provided with full access to all documents, meetings and information related to the RFP process and kept fully informed by the Regions throughout the RFP process.

3. OVERVIEW OF THE PROJECT

3.1 Durham

3.1.1 Durham is situated east of the City of Toronto and covers an area of approximately 2,535 square kilometres. In December 2007, Durham's population was approximately 603,090, and is anticipated to be 641,800 by the end of 2011 and close to 1,000,000 by 2031.

3.1.2 Durham is responsible for all aspects of municipal waste management including collection, processing, diversion, haulage, and disposal programs. Two of Durham's eight municipalities maintain responsibility for the local collection of garbage, kitchen organics, leaf and yard waste. In 2007, Durham's total waste stream was approximately two hundred and thirty-three thousand (233,000) metric tonnes, including an estimated one hundred and sixteen thousand three hundred (116,300) metric tonnes of residual waste.

3.2 York

3.2.1 York is situated north of the City of Toronto and covers an area of approximately 1,776 square kilometres. In 2006, York's population was approximately 950,674, and is anticipated to be approximately 1,300,000 by 2026.

3.2.2 York and its nine municipalities work collectively to deliver waste management services to residents. The municipalities are responsible for the collection of all waste, organic and recyclable materials while York is responsible for diversion and waste disposal. In 2007, York generated an estimated one hundred and sixty-two thousand (162,000) metric tonnes of residual waste.

3.3 The Project

3.3.1 The Regions have identified an "energy-from-waste" Facility as the preferred solution to address their municipal solid waste needs and their long-term waste disposal requirements.

3.3.2 The Facility will involve one of two energy production systems: (a) thermal treatment of MSW and the recovery of energy followed by recovery of materials from by-products, or (b) the processing of MSW to recover recyclable materials and produce solid recoverable fuel ("SRF"), followed by the thermal treatment of the SRF to produce energy.

3.3.3 The technology to be used in energy production by the Facility will be proposed by the Proponents in their Proposals. The proposed technology must result in marketable energy or fuel.

3.3.4 The Facility should be in general conformance with the Site Planning and Building Design Guidelines found at APPENDIX D hereto.

3.3.5 The Regions shall be responsible for the marketing and receive the benefit of the sale of the energy and/or fuel produced by the Facility. The DBO Contractor will be expected to manage the work associated with electrical interconnection with the grid, and thereafter,

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manage the sale of electricity in accordance with the terms of the Power Purchase Agreement will be finalized subject to current ongoing negotiations among the Regions and the Province of Ontario.

- 3.3.6 The Facility shall be located in the Municipality of Clarington in the Region of Durham, at the Project Site, described in Section 8.48 and APPENDIX C1.
- 3.3.7 The Facility shall be designed, constructed, operated and maintained by the DBO Contractor, and owned by the Regions.
- 3.3.8 The DBO Contractor will be responsible for the sale of marketable by-products of the Facility's operations (*e.g.*, slag or bottom ash, metals, glass, paper, plastic, gypsum, and sulphuric acid), and the disposal of all non-marketable by-products.
- 3.3.9 The Facility shall be operational by the end of 2012 and shall have an initial per-year processing capacity of one hundred and forty thousand (140,000) metric tonnes, with the ability to accommodate expansions up to a maximum processing capacity of four hundred thousand (400,000) metric tonnes per year. It is anticipated that the initial expansion will take the Facility's total processing capacity to two hundred and fifty thousand (250,000) metric tonnes per year.
- 3.3.10 The Preferred Proponent shall provide a dual unit system for the base bid. In addition, the Preferred Proponent may propose a single unit alternative.
- 3.3.11 The Facility shall comply with the Regions' air emission criteria based upon Province of Ontario's and European Union's Air Emission Requirements, as set forth in APPENDIX C2 and shall meet all other applicable municipal, regional, provincial and federal regulation.
- 3.3.12 The Preferred Proponent shall provide for the management and disposal of all process by-products and residues, including bottom ash, fly ash, bypass and rejected wastes.
- 3.3.13 The Regions will provide the waste to the Facility. The anticipated waste volume is one hundred and forty thousand (140,000) metric tonnes per year. The DBO Contractor will base its Operating Fee on this anticipated volume, and there may be some opportunity to utilize any additional capacity for other purposes (*e.g.* ICI waste).
- 3.3.14 The Regions will retain the benefit of any and all greenhouse gas emission, renewable energy or carbon credits.
- 3.3.15 The Facility is to efficiently generate electrical power, as well as have the capability to provide energy for a future district system. The Regions reserve the right to utilize and or market any energy outputs from the Facility.
- 3.3.16 The Preferred Proponent will be required to enter into an Early Works Agreement with the Regions substantially in the form of APPENDIX E under which it will develop conceptual design options for the architectural features of the Facility, and assist the Regions in completing the environmental assessment process to secure the required approvals for the Project as more particularly described in Section 6.2.

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- 3.3.17 The DBO Contractor shall create a scale model of the final approved Facility's exterior and key internal components for public viewing, which shall be maintained at a designated area within the Facility, accessible to the public.
- 3.3.18 The DBO Contractor will be required, during the operations period, to provide detailed monthly and annual reports, annual service plans, a five (5) year maintenance plan and a life cycle plan to the Regions.
- 3.3.19 The DBO Contractor will be required to make accommodations for inspection by the Regions, their consultants and any governmental inspections. The DBO Contractor will be required to provide office space for Regional and MOE staff as required. Further, the DBO Contractor will be required to accommodate educational and other tours of designated areas of the Facility and to provide appropriate health and safety briefings associated therewith.
- 3.3.20 The DBO Contractor will be required to:
- 3.3.20.1 develop, maintain and adhere to an emergency management plan, which plan shall be reviewed and approved by the Municipality of Clarington Fire and Emergency Services Department;
 - 3.3.20.2 enter into agreements with the Municipality of Clarington Fire and Emergency Services Department for on-site training of emergency responders, and be responsible for the costs of such training and any specialized equipment identified as being reasonably necessary; and
 - 3.3.20.3 ensure that the Facility is consistent with International Standards Organization 14001:2004 Environmental Management Standards (ISO 14001).

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1 General Requirements

4.1.1 Proponents should submit no less than one (1) original and ten (10) copies of their Proposal to the Durham Regional Clerk in a sealed envelope or package(s) clearly addressed using a label in the form found in FORM 1. The original version of the Proposal should include a CD or an equivalent electronic version of the entire Proposal in PDF format.

4.1.2 Proposals should be delivered by personal delivery or by courier. No facsimile or electronic submissions will be accepted.

4.1.3 Proposals should be typewritten, on standard letter-size paper (*i.e.*, 22 cm by 28 cm) or folded to standard letter size, and it is preferred that they be submitted in one or more three-ring binders.

4.1.4 Proposals should be in English. All Proponents should be capable of conversing and corresponding in fluent English, either directly or through an interpreter supplied by them and at their cost. The Regions reserve the right not to consider any Proposal or part of a Proposal which is not in English.

4.1.5 Wherever possible, Proposals should use terminology consistent with this RFP.

4.2 Organization of Proposal

4.2.1 Proposals should be organized as follows:

Cover Page

Part 1 – Executive Summary

Part 2 – Project Proposal

Section A – Design

Section B – Construction

Section C – Operation and Maintenance

Part 3 – Cost and Commercial Arrangements

Section A – Capital and Operating Costs

Section B – Value for Money

Section C - Guarantees

Part 4 – Project Team Qualifications and Information

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4.3 Cover Page

4.3.1 The cover page should clearly indicate that the Proposal is being submitted in response to this RFP, and should include the Proponent's name, and in the case of a Consortium, the name of each Consortium Member.

4.4 Part 1 – Executive Summary

4.4.1 The executive summary should summarize, in approximately ten (10) pages, the Proponent's Proposal for achieving the deliverables set out in this RFP.

4.5 Part 2 – Project Proposal

4.5.1 Section A – Design

4.5.1.1 The following descriptive elements should be included in Section A:

- .1 A general description of the Facility including, without limitation, its configuration, size, waste processing capabilities (with a minimum capability of one hundred and forty thousand (140,000) tonnes of MSW per year, to be capable of being expanded up to four hundred thousand (400,000) tonnes of MSW per year), and energy production capabilities (with a minimum production capability of five hundred (500) kWh per tonne of waste processed).
- .2 The methodology to be used by the Facility to achieve the energy-from-waste conversion (e.g., pyrolysis, gasification, incineration, etc.) in sufficient detail.
- .3 A macro-level description of the flow of waste through the Facility from the point of receipt of the waste by the Facility to the point of energy recovery and by-product disposal.
- .4 A detailed description of each of the critical points along the flow of waste through the Facility and the infrastructure related to each of those critical points, including, without limitation:
 - (i) waste receipt and storage, including SRF (if applicable);
 - (ii) pre-processing;
 - (iii) energy recovery by thermal treatment of MSW;
 - (iv) recovery and disposal of bottom ash and fly ash produced by thermal treatment of MSW;
 - (v) flue gas cleaning system (capable of meeting or exceeding the more stringent of the Province of Ontario

Air Emission Requirements and the European emission standards more particularly described in APPENDIX C2);

(vi) introduction of energy into power grid; and

(vii) recovery and marketing of recoverable marketable metals and other products from solid residues.

- .5 An overview of the potential to recover thermal energy (e.g., steam, hot water) and potential impacts of thermal energy production on electricity output.
- .6 An overview of the potential to recover marketable metals and other products from solid residues.
- .7 Ability and flexibility to mitigate impacts to human health and safety and environment within existing design parameters.
- .8 A description of the general infrastructure requirements for the Facility, including all major servicing requirements (*i.e.*, water, sewer, natural gas, and electricity).
- .9 A description of the design philosophy for the Facility, including the key architectural elements, consistent with design principles described in APPENDIX D.
- .10 Any other feature that will enable the Facility to provide a reliable, practical, effective and efficient long-term waste management solution.

4.5.1.2 Completed FORMS 4, 5 and 6 should be included in Section A.

4.5.1.3 The following drawings and diagrams should be included in Section A:

- .1 A conceptual drawing or rendering of the contemplated exterior of the base Facility from each direction;
- .2 General arrangement drawings of the Facility, including the truck scales and tipping area where the Regions will deliver the waste;
- .3 Plant electrical one-line diagrams (including details of electrical Facility interconnection into the electrical grid, station, etc);
- .4 Process and instrument diagrams for major equipment systems; and

- .5 Process flow diagrams including average and maximum flow rates for major subsystems.

4.5.2 Section B – Construction

4.5.2.1 Project Schedule

- .1 Proponents should provide an overall critical path Project schedule that identifies all major tasks required to be completed during the period from the effective date of the Agreement through to the date the Facility becomes operational, including, without limitation, all activities relating to obtaining environmental, construction, and operation permits, design, approvals, financing, procurement, construction, inspection, substantial completion, start-up and final completion.

4.5.2.2 Project Organization and Management

- .1 Proponents should describe their cost management and control systems, evidencing an ability to forecast budgets and expenditures.
- .2 Proponents should describe their schedule control mechanisms, paying particular attention to the integration of subcontracted activities into the scheduling and reporting systems. Proponents should describe how they will approach re-scheduling of their own and their subcontractors' activities to achieve recovery of the Project schedule, should this be required, and how this approach is to be enforced with subcontractors.
- .3 Proponents should provide their quality control/quality assurance plan.
- .4 Proponents should describe the proposed mechanism for identifying, tracking, reviewing, and obtaining approval for changes throughout all phases and stages of the Project, including a system for segregating and collecting the associated costs so that they can be tracked in relation to the overall budget produced for the Project Agreement.
- .5 Proponents should provide their health and safety plan, which shall include a section dealing with emergency management.
- .6 Proponents should provide a proposed traffic management plan for the safe and efficient passage of vehicles, pedestrians and cyclists throughout the construction and operations phases of the Facility.

- .7 Proponents should describe their approach to minimizing nuisance and disruption during construction, as well as addressing complaints by members of the public directly affected by construction activities related to the Project.
- .8 Proponents should provide their environmental management plan.
- .9 Proponents should provide their plan and schedule for the intended scope of work to be performed under the Early Works Agreement.

4.5.2.3 Permitting

- .1 Proponents should identify all permits and approvals of any kind expected to be required for the construction of the Facility and should provide a permitting schedule, showing the anticipated time to obtain each permit, and describing how this schedule is co-ordinated with the Project Schedule.
- .2 Proponents should describe what support they will require from the Regions to obtain all necessary permits and approvals.

4.5.3 Section C – Operation and Maintenance

4.5.3.1 Section C of the Proposal should present a detailed description of the Proponent's plan for the operation and maintenance of the Facility. The Proposal should demonstrate that the Proponent has a clear and complete plan for the operation and maintenance services required, including, without limitation:

- .1 The management of staff;
- .2 Pre-processing and processing of municipal waste;
- .3 Power generation;
- .4 Emission control and environmental compliance;
- .5 Marketing of by-products;
- .6 Providing for the management and disposal of all process by-products and residues, bottom ash, fly ash, bypass and rejected wastes;
- .7 Operation under emergency or unscheduled shutdown and scheduled shutdowns, including the management (storage, haulage and disposal) of municipal solid waste volumes;

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- .8 Preventive maintenance;
- .9 Equipment repair and replacement including schedules for anticipated capital repairs and replacement;
- .10 Detailed plans for the periodic overhaul and refurbishment of major equipment;
- .11 Contingency plan, including management of municipal solid waste volumes, in the event that the Facility is required to be out of service for an extended period of time;
- .12 The Proponent's health and safety plan during the operations including a section dealing with emergency management; and
- .13 The Proponent's asset life cycle and rehabilitation plan to ensure a facility considered at or above industry standards, at the end of the contract term.

4.6 Part 3 – Cost and Commercial Considerations

4.6.1 Section A - Capital and Operating Costs

4.6.1.1 Reasonableness of the Cost Inputs

- .1 Proponents should provide details on all capital costs, operating costs and performance guarantees, as noted in FORMS 2, 3, and 4 of this RFP, and consistent with submission requirements identified in Sections 4.4 to 4.5.

4.6.1.2 Integrity of the Model

- .1 Proponents should provide a computer costing model (the "Model") which includes the details as outlined in Sections 4.6.1.2.2 to 4.6.1.2.2(vii) inclusive. The Model should be submitted in electronic form on a clearly marked compact disk. It should be in Microsoft (MS) Excel format and should be the full model with all formulas present, visible and unlocked. The Model must meet the requirements set out below and must allow the viewer access to all internal formulas, data and assumptions together with a full printout of all model sheets.
- .2 The Model should include the following items in relation to the design and construction cost components of the Project:
 - (i) FORMS 2, 2A, and 2C shown in separate work sheets.
 - (ii) Monthly cash outlays on the Lump Sum Price in FORM 2.

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- (iii) The monthly cash outlays should be consistent with:
- The Proponent's monthly construction schedule included in Section 4.5.2.1; and
 - The Construction Milestone and Payment Schedule in FORM 2C clearly demonstrating how the milestone payments in Section 4.6.2.1 above have been calculated in relation to the construction.
- (iv) Costing details should be linked to the appropriate work sheets noted in 4.6.1.2.2(i) above and should be broken down within the Model into components consistent with FORMS 2, 3 and 4 inclusive.
- (v) For computational and evaluation purposes only, Proponents should make the following assumptions to address matters that have not yet been determined:
- The start date, to be formally defined through the issuance of the Notice to Proceed, should be assumed within the Model as being January 1, 2010;
 - The Total sum of Part A (Lump Sum Payment for Architectural Conceptual Design Options) and Part B (Hourly Rate and Expenses Schedule for Early Works, Excluding Part A related work) on FORM 2B should be a cost incurred in January 1, 2010.
 - BCI, MCI and CCI in FORM 2 are assumed to escalate at four per cent (4%) per year; and
 - The Enhanced Architectural Features in FORM 2 are a value of nine million dollars (\$9,000,000) (CDN).
- (vi) Clearly delineate the Fixed Construction Price Expiry Date, and the Proponents should clearly indicate the impact of escalation in BCI, MCI and CCI, to enable the Region to determine the extent to which the Fixed Construction Price may vary prior to the Notice to Proceed.

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- (vii) Any other details which the Proponents believe will be helpful to the Evaluators should be included.
- .3 The Model should include the following items in relation to the operating component:
- (i) FORMS 3, 3A, 3B, Schedule A to FORM 3 and FORM 4 shown in separate worksheets.
 - (ii) All operating costs based on one hundred and forty thousand (140,000) tonnes/year of municipal solid waste.
 - (iii) Clearly show the annual net cash flows, as applied over an operating term of twenty (20) years.
 - (iv) In a separate work sheet, provide a monthly breakdown of the Annual Operating Fee for the first two (2) years of operations only using the following monthly waste forecast:
 - Monthly waste information in accordance with APPENDIX F.
 - (v) Costing details should be linked to the appropriate work sheets noted in Section 4.6.1.2.3(i) above.
 - (vi) For computational and evaluation purposes only, Proponents should make the following assumptions to address matters that have not yet been determined:
 - The start of operations, formally occurring through the issuance of the Acceptance Test Certificate should be consistent with the Proponent's construction schedule;
 - Annual net electricity revenues available for sale to the electricity grid should be calculated using the Net Electricity Output at waste HHV of 12.8 MJ/Kg stated in FORM 4 assuming using eight cents (8¢) per kW hr;
 - The annual costs should be based on the Operating Fee in the Total Price for Operation and Maintenance of Facility in FORM 3. In lieu of the Operating Cost Index methodology defined in Section 37.3 of the Project Agreement, Proponents should assume that the Consumer Price Index (CPI), Ontario All-Items

is two per cent (2%) per year, and that the Canadian Industry Price Index, Diesel Fuel, Ontario is five per cent (5%);

- Annual Property Taxes in FORM 3A should be assumed to be nine hundred and sixty eight thousand (\$968,000) in 2008 Canadian dollars; and
- Costs for any security, including bonds, guarantees, and letters of credit, described in Articles 20 and 44 of the Project Agreement.

(vii) Clearly delineate and provide a description of the costs and timing of costs for scheduled facility shutdowns, including plans for the continued management of municipal waste volumes.

(viii) Any other costing details which the Proponents believe will be helpful to the Evaluators should be included.

4.6.1.3 Methodology Used to Derive the Unitary Major Equipment Repair and Facility Refurbishments Costs

- .1 Proponents should complete Schedule A to FORM 3, providing their anticipated costs, in each year of the Project, of major capital equipment refurbishment and repair. Based on these anticipated yearly costs, Proponents should calculate their Unitary Major Equipment Repair and Refurbishment Cost and enter this figure in the appropriate space in FORM 3. The Unitary Major Equipment Repair and Refurbishment Cost represents a component of the Operating Fee, and the Proponent should ensure this amount will be sufficient to cover all costs of major equipment refurbishment and repair for the duration of the Project.

4.6.2 Value for Money

4.6.2.1 Magnitude of NPV of Costs to the Regions

- .1 The Model should calculate total net costs to the Regions on both a nominal and net present value basis (“NPV”), using the following:
 - (i) Milestone payments in Section 4.6.1.2.2(iii) and the net operating costs in Section 4.6.1.2.3(iii);

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- (ii) The NPV should be calculated using MS Excel's XNPV formula using a Base Date at the Closing Time, using an annual discount rate of five per cent (5%).

4.6.2.2 Timing of Cashflows and Costs to the Regions

- .1 The Model noted in Section 4.6.1.2 should provide a summary worksheet depicting the annual nominal costs used to derive the NPV in Section 4.6.2.1.1.

4.6.2.3 Sensitivity of Costs to the Regions

- .1 The Model should also include a sensitivity analysis of the total NPV cost to the Regions calculated in 4.6.2.1.1 for the following discreet scenarios, holding other variables constant for each:
 - (i) Changes to the escalation of BCI, MCI and CCI noted in Section 4.6.1.2.2(vi) in two per cent (2%) increments up to eight per cent (8%);
 - (ii) Changes to the all Ontario CPI in Section 4.6.1.2.3(vi) in one per cent (1%) increments up to four per cent (4%);
 - (iii) Changes to the Canadian Industry Price Index, Diesel Fuel, Ontario in Section 4.6.1.2.3 (vi) in one per cent (1%) increments up to ten per cent (10%); and,
 - (iv) Changes to the assumed electricity revenues in Section 4.6.1.2.3(v), second bullet point, for five cents (5¢) and eleven cents (11¢).

4.6.2.4 Additional Information as Needed

- .1 The Model should provide, as needed, appropriate scenarios for any alternative or innovative options proposed, together with all necessary data and assumptions.
- .2 Where an alternative proposal is identified in regards to Section 3.3.10, a new and complete model, in addition to the base Model, should be provided for each alternative, consistent with Section 4.6.

4.6.3 Guarantees

4.6.3.1 Financial Capacity and Condition of Parent Guarantee

- .1 A current credit rating report from Standard & Poor's, Moody's Investor Services, Fitch Ratings or Dominion Bond Rating Service; or

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- .2 In lieu of a credit report from one of the previously mentioned rating agencies, the following financial information (collectively, the “Financial Information”):
- (i) Copies of Annual audited (to the extent an audit has been conducted) or unaudited Financial Statements and annual reports or other similar financial information for each of the last three (3) fiscal years;
 - (ii) Copies of the interim financial statement for each quarter since the last fiscal year for which annual financial statements are provided;
 - (iii) Details of any material off-balance sheet financing arrangements currently in place;
 - (iv) Details of any material events that may affect the entity’s financial standing since the last annual or interim financial statements provided; and
 - (v) Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceeding in the last three (3) fiscal years.
- .3 Any known or committed construction projects that are planned to occur over the next five (5) years.

4.6.3.2 Construction Inflation:

- .1 Proponents should describe the potential variability of their proposed construction price, from the Fixed Construction Price Expiry Date to the Notice to Proceed and provide appropriate references to the Model.

4.6.3.3 Other Guarantees:

- .1 Proponents should describe how the performance guarantees provided on FORM 4, or other guarantees as applicable, are beneficial to the Regions.

4.7 Part 4 – Project Team Qualifications and Information

- 4.7.1 Proponents should identify and describe all major participants in the team that Proponents intend to use to carry out the design, construction, maintenance and operation of the Facility (the “Project Team”), including, without limitation:

- 4.7.1.1 the Proponent (or “Project Co-ordinator”) – the entity that will execute the Project Agreement with the Regions;

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- 4.7.1.2 the Project Coordinator – the entity responsible for the overall Project coordination for design, construction, operation and maintenance;
- 4.7.1.3 the Facility Designer – the entity responsible for the overall design of the Facility;
- 4.7.1.4 the Facility Constructor – the entity responsible for the overall construction of the Facility; and
- 4.7.1.5 the Facility Operator – the entity responsible for the overall operation and maintenance of the Facility.
- 4.7.2 Proponents should provide the resumes of all key personnel for all members of the Project Team.
- 4.7.3 Proponents should disclose whether, during the past five (5) years, the Proponent or any member of the Project Team, or any officer or director of the Proponent or member of the Project Team:
 - 4.7.3.1 has been terminated from any contract by reason of a default, and if so, the reason(s) for the termination(s);
 - 4.7.3.2 has failed to complete any contract, and if so, the reason(s) for such failure(s);
 - 4.7.3.3 has been prohibited from bidding on public contracts by any government entity, and if so, the reason(s) for such prohibition(s);
 - 4.7.3.4 has been convicted of an offence under any federal or provincial statute, or any local or municipal by-law, relating to any of the following:
 - .1 theft;
 - .2 fraud;
 - .3 anti-competitive behaviour;
 - .4 securities;
 - .5 occupational health and safety;
 - .6 employment standards; or
 - .7 environmental compliance;
 - 4.7.3.5 has made an assignment of all of their property for the general benefit of their creditors, or whether they have been the subject of a proceeding under the *Bankruptcy and Insolvency Act* wherein a creditor has sought to have a receiving order issued against them.

4.7.4 Ineligible Team Members

4.7.4.1 As a result of their involvement in the Project, the following entities are not eligible to participate as a member of a Project Team or in the preparation of a Proposal:

- .1 Deloitte & Touche LLP;
- .2 GENIVAR;
- .3 Ramboll;
- .4 Jacques Whitford Limited;
- .5 KPMG LLP;
- .6 Bacopo Environmental Solutions Inc;
- .7 Hill & Knowlton Canada;
- .8 HDR Corporation;
- .9 Senes Consultants Limited;
- .10 Borden Ladner Gervais LLP; and
- .11 Tennyson Consulting.

4.8 Part 5 – Representations and Warranties of the Proponent

4.8.1 Part 5 shall consist of FORM 9. Subject to the terms and conditions of this RFP, a Proponent that does not include a copy of FORM 9 executed by an officer or director of the Proponent may be disqualified from further participation in the RFP process.

5. EVALUATION

Proposals will be reviewed and evaluated as described in this Section 1.

5.1 Proposals will be evaluated by the Evaluation Committee in two stages. First, Proposals will be reviewed on a preliminary basis to determine whether they comply with the mandatory requirements (stage 1) described below in Section 5.2.1. Second, those Proposals that pass stage 1 evaluation will then be evaluated on a substantive basis as more particularly described below (stage 2).

5.2 Stage 1: Mandatory Requirement

5.2.1 The Evaluation Committee will review Proposals to determine whether they comply with the mandatory requirement. Proposals which do not, in the sole opinion of the Evaluation Committee, comply with the mandatory requirement will be rejected and will not be considered further in the evaluation process. To be eligible for consideration, a Proponent must submit a Proposal which conforms to the following requirement:

5.2.1.1 As set out in Section 2.12, the Proposal must be received on or before the Closing Time at the delivery address.

5.3 Stage 2: Substantive Evaluation:

5.3.1 Stage 2 will consist of an evaluation of the merits of each Proposal by the Evaluation Committee. The Proposal should be delivered in one submission, organized in the manner described in Section 1 and including the Forms as set out in APPENDIX B hereto.

5.3.2 The Evaluation Committee will organize their substantive evaluation of the Proposals based upon a consideration of technical elements, project delivery elements, and cost and commercial elements, as more particularly described in Sections 5.3.3, 5.3.4 and 5.3.5 below. Scoring will be based on a maximum of 100 points, with technical elements accounting for 45 points, project delivery elements accounting for 20 points and cost and commercial elements accounting for 35 points. The Evaluation Committee will determine scores on a consensus basis, and the Proposal receiving the highest score will receive the Evaluation Committee’s recommendation to the Councils of the Regions as Preferred Proponent. If the Evaluation Committee’s recommendation is approved by the Councils for the Regions, that Proponent will be considered the Preferred Proponent and the Parties will proceed in accordance with Section 1.

5.3.3 Evaluation of Technical Elements:

TECHNICAL ELEMENTS	TOTAL OF 45 POINTS
<i>Environmental & Performance Considerations</i>	25 Points
<ul style="list-style-type: none"> • Air 	

- Water
- Ash Management
- Odour
- Noise
- Energy Recovery
- Recovered Materials Management
- Capacity and Expansion Capability
- Other Environmental and Performance Requirements

Design, Construction and Operational Considerations **15 Points**

- Guarantees
- Facility design
- Facility operations and maintenance

Innovation in Environmental Performance, Design, Construction and/or Operational Considerations **5 points**

5.3.4 Evaluation of Project Delivery Elements

PROJECT DELIVERY ELEMENTS **TOTAL OF 20 POINTS**

Schedule and Cost Control **5 Points**

- Critical path management
- Budget forecasting and cost control measures

Methods **5 Points**

- Quality Assurance/Quality Control plans
- Construction impact mitigation, complaint mitigation methods

- Environmental and management plan consistent with ISO 14000
- Health and Safety plan
- Community relations plan

Team Organization and Qualifications **5 Points**

- Project management qualifications
- Experience and track record
- Accountability framework

Permits/Approval Plan **5 Points**

- Permitting schedule
- Coordination with project schedule
- Understanding and experience with local approval requirements
- Degree of support required from Regions

5.3.5 Evaluation of Cost and Commercial Elements

COST AND COMMERCIAL ELEMENTS **TOTAL OF 35 POINTS**

Capital and Operating Costs **5 Points**

- Reasonableness of cost inputs
- Integrity of the Model
- Methodology and approach used to determine Unitary Major Equipment Repair and Facility Refurbishments Costs

Value for Money **20 Points**

- Magnitude of NPV and costs to the Regions
- Timing of cashflows and costs to the Regions

- Sensitivity of costs to the Regions

Guarantees

10 Points

- Financial capacity and condition of Project Guarantor
- Construction inflation
- Other guarantees

5.4 Other than as provided in Section 5.3, the Regions are not obliged to inform Proponents of the relative weight to be given to any particular evaluation criterion, or to provide reasons regarding the exercise of the Regions' discretion to any Proponent.

6. PROJECT AGREEMENT FINALIZATION

- 6.1 If, following their substantive evaluation of the Proposals, the Regions select a Preferred Proponent, the Regions then intend to move to Early Works and attempt to finalize and, subject to required Council approvals, award the Project Agreement to the Preferred Proponent. The Regions reserve the right to negotiate any aspects of the Preferred Proponent's Proposal.
- 6.2 Proponents agree that, in return for the Regions' consideration of their Proposals, Proponents will, if selected by the Regions as the Preferred Proponent, negotiate in good faith with the Regions to finalize and execute a contract substantially in the form found at APPENDIX A (*i.e.*, the Project Agreement) by the date stipulated in Section 2.6.7. Contemporaneous with the negotiation of the Project Agreement, the Preferred Proponent will be required to enter into an Early Works Agreement with the Regions. Under the Early Works Agreement, the Preferred Proponent will be required to perform two, distinct scopes of work. First, the Preferred Proponent will be required to create up to three (3) conceptual design options for the Enhanced Architectural Features of the Facility, which will ultimately be constructed as part of the Project Agreement scope on the basis of a cash allowance currently determined by the Regions to be nine million dollars (\$9,000,000). The Proponents, as part of their Financial Package, will be required to identify a lump sum fee for developing the conceptual design options for the Enhanced Architectural Features of the Facility. The Preferred Proponent will be paid the lump sum fee upon delivery to the Regions of the design options, regardless of whether the parties have finalized the negotiations of the Project Agreement. Upon such payment, the design options, including any drawings, layouts or renderings, shall become the property of the Regions. The Regions, in consultation with representatives of the Municipality of Clarington, will select the design option to be used for the Facility. Second, the Preferred Proponent will be required to assist the Regions in completing the environmental assessment process in order to secure the required approvals so that the Project can proceed and to complete all required information, with assistance from the Regions, to obtain local municipal approvals such as site plan approval and the building permit. The specific scope of work is more particularly described in APPENDIX E – Early Works Agreement hereto. The Preferred Proponent will be paid for its services on the basis of an upset price identified by the Preferred Proponent in FORM 2B based upon agreed hourly rates. If the Preferred Proponent finalizes the Project Agreement with the Regions, the Early Works Agreement will be subsumed within it. If, for some reason, the parties are unable to finalize a Project Agreement, the Preferred Proponent will be paid in full for its services under the Early Works Agreement and the Early Works Agreement will be terminated in accordance with its terms.
- 6.3 If, after reasonable attempts at finalizing the Project Agreement with the Preferred Proponent by the stipulated date, the Regions believe further efforts are unlikely to result in the finalization of the Project Agreement on terms acceptable to the Regions, the Regions may break off the process for finalizing the Project Agreement with the Preferred Proponent. The Regions may either commence the process for finalizing the Project Agreement with the Proponent with the next highest score or with one or more of the next highest scoring Proponents concurrently or the Regions may refine or revise any of the terms and conditions of this RFP, re-issue some or all of the RFP to selected Proponents, and request a revised Proposal from such Proponents for consideration by the Regions.
- 6.4 The final Project Agreement will be subject to approval of the Committees/Councils of the Regions.

7. RFP TERMS AND CONDITIONS

7.1 Acceptance of Terms and Conditions:

7.1.1 The submission of a Proposal by a Proponent shall be deemed to signify that the Proponent has read, understood, and agrees to comply with all of the terms and conditions of this RFP.

7.2 Waiver:

7.2.1 Except as expressly and specifically permitted by this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever against the Regions or anyone acting on their behalf arising out of the Proponent's participation in this RFP, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no such claim. Without limiting the generality of the foregoing, all costs, expenses, losses, damages and liabilities which may be incurred by the Proponent as a result of or arising out of the submission, acceptance or rejection of their Proposal, including the cost of preparing and submitting a Proposal, shall be borne entirely by the Proponent. The Regions and their representatives shall not be liable, in contract, tort, restitution, or any other legal theory, to a Proponent for any claim, action, costs, losses, damages or liability whatsoever arising from any act or omission by the Regions or any of its representatives, including the rejection of a Proposal, the consideration or evaluation of a Proposal, the selection of a Proposal, negotiations in respect of the Project Agreement, or for any information, errors or omissions that may be contained in this RFP or provided in the course of this RFP process.

7.3 No Representations or Warranties:

7.3.1 Nothing in this RFP is intended to relieve Proponents of their responsibility to form their own opinions and conclusions in respect of the matters addressed in this RFP and to satisfy themselves independently regarding the accuracy and completeness of the information provided and the assumptions made in this RFP. The Regions make no representations or warranties, either express or implied, in fact or in law, with respect to the accuracy or completeness of the information provided in this RFP.

7.4 Risk of Third Party Delivery

7.4.1 The use of postal or courier services, or of any other third party, for the delivery of a Proposal, or any notice, request for clarification, or any other communication of whatever kind sent pursuant to this RFP will be at the sole risk of the Proponent. The Regions assume no responsibility to deliver any Proposal, notice, request for clarification, or any other communication to the Regional Clerk.

7.5 Modification and Withdrawal

7.5.1 Proposals may be modified or withdrawn any time prior to the Closing Time stipulated in Section 2.12 by providing written notice to the Regions, which notice must be received before the Closing Time.

- 7.5.2 Proposals shall remain valid and open for acceptance by the Regions until the earlier of the execution of the Project Agreement or two (2) years from the Closing Time, whichever is earlier (the “Irrevocability Period”).
- 7.5.3 Proposals shall not be modified or withdrawn during the Irrevocability Period.
- 7.6 Changes to the Composition of a Proponent
- 7.6.1 Any change, additions, or deletions to the composition of a Proponent may only be made with the prior written consent of the Regions. If, prior to the Closing Time, a Proponent wishes to make a change, it shall immediately notify the Contact Person. Such notice shall clearly describe the proposed change and the reasons for it in order to allow the Regions to assess the request. If the proposed change involves substitution of a member of the Proponent, the Proponent shall provide the Contact Person with the necessary documentation to demonstrate that the proposed replacement has the necessary qualifications, experience, skills or other attributes possessed by the initial person or entity, and that the replacement is otherwise able to fulfill the intended role. If the proposed replacement is not acceptable to the Regions, the Proponent shall propose another replacement to be considered by the Regions and the Proponent shall meet the same documentation and information requirement described above for the initial proposed replacement. The Regions reserve the right to disqualify any Proponent and/or reject any Proposal in the event that the Regions have not consented to a change and/or the Regions are of the view that a change may have a material adverse effect on the ability of the Proponent to carry out the Project.
- 7.6.2 If, after the Closing Time but prior to the finalization and execution of the Project Agreement, there is a proposed or actual change involving any member of the Preferred Proponent, including a change in interest or control or other change which might effect the Preferred Proponent’s ability to carry out the Project, the Preferred Proponent shall immediately notify the Contact Person. The Regions reserve the right to disqualify the Preferred Proponent, end negotiations or require any amendments to the Project Agreement which the Regions deem appropriate in the circumstance in the event that the Regions have not consented to a change, which consent will not be unreasonably withheld.
- 7.7 Requests for Clarification by Proponents
- 7.7.1 It is the responsibility of each Proponent to satisfy itself that it has all of the necessary information required to prepare its Proposal, and to seek clarification of any matter that it considers unclear before submitting a Proposal.
- 7.7.2 Upon reviewing this RFP, Proponents shall immediately notify the Regions, in writing, of any omissions, discrepancies, ambiguities, or details contained in this RFP.
- 7.7.3 Proponents may seek clarification of any omission, discrepancy, ambiguity or detail contained in this RFP by submitting written requests for clarification to the Regions. Requests for clarification made in accordance with Section 2.9 must be received by the Regions prior to the deadline stipulated in Section 2.126.6, failing which the request may not be answered.

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- 7.7.4 The Regions reserve the right not to respond to any or all requests received in accordance with Section 2.9.
- 7.8 Requests for Clarification by Regions
- 7.8.1 The Regions may request clarification about any matter contained in a Proposal from Proponents. Proponents shall respond to such requests for clarification, and their responses shall be deemed to become part of their Proposal, but Proponents shall not be otherwise permitted to amend their Proposals. Failure to respond to any such request for clarification may result in the disqualification of the Proponent from further participation in the RFP process or otherwise influence the evaluation conducted pursuant to Section 1.
- 7.8.2 Responses to requests for clarification which, in the sole discretion of the Regions, attempt to amend a Proposal or provide information other than that sought in the request for clarification, shall only be considered insofar as they are responsive to the request for clarification, and may, in the sole discretion of the Regions, be rejected in their entirety and not considered at all by the Regions.
- 7.9 Addenda/Addendum
- 7.9.1 The Regions reserve the right to issue Addenda, supplements, and make amendments to this RFP at any time, including after the Closing Time. All Addenda, supplements, and amendments shall be issued by or on behalf of the Contact Person and shall be deemed to form part of this RFP. The Regions will deliver Addenda to the designated Proponent Representative electronically in accordance with Section 2.8.2.
- 7.9.2 Proponents should review all Addenda prior to submitting their Proposal. Proponents will be asked to acknowledge receipt of all Addenda in their Proposal submission.
- 7.9.3 For greater certainty, if the Regions determine to issue post-Closing Time Addenda, the Regions reserve the right, in their sole discretion, to limit such issuance to select Proponents.
- 7.10 Verification of Proposals
- 7.10.1 In submitting a Proposal, the Proponent acknowledges and agrees that the Regions may, in their sole discretion, independently verify any information contained in such Proposal, including conducting reference checks. The Evaluation Committee may rely upon and consider any relevant information received from such reference and background checks performed as part of the evaluation process.
- 7.11 Acceptance of Proposals
- 7.11.1 The Regions are under no obligation or commitment whatsoever to accept any Proposal and expressly reserve the right, in their sole discretion, to reject any or all Proposals without notice or reason, including, without limitation, the lowest-priced and/or highest-ranked Proposal (as determined by the Regions during the substantive evaluation). Further, the Regions reserve the right to accept the Proposal that, in their sole discretion, they deem most advantageous based upon the criteria disclosed herein, notwithstanding

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any custom, usage or agreement in the industry or trade, or any other policy or practice to the contrary.

7.11.2 Subject to the terms of this RFP, the Regions reserve the right, in their sole discretion, to accept any Proposal, irrespective of whether such Proposal is non-compliant with this RFP.

7.11.3 Without limiting the generality of the foregoing, and subject to the terms of this RFP, the Regions may, in their sole discretion and at any time without notice or reasons, and without liability, take any steps they deem appropriate in connection with this RFP, including, without limitation:

7.11.3.1 modifying the terms of this RFP;

7.11.3.2 terminating this RFP process;

7.11.3.3 declining to permit any Proponent to participate in this RFP process;

7.11.3.4 rejecting any, or part of any, or all, Proposals;

7.11.3.5 waive any non-compliance by a Proponent or Proposal with this RFP; or

7.11.3.6 cancel this RFP process at any time, including after the Closing Time, for any reason including a failure to secure necessary permits and/or regulatory approvals from authorities having jurisdiction.

7.11.4 If in the sole discretion of the Regions they do not receive any satisfactory Proposals or a satisfactory number of Proposals, or where unforeseen circumstances arise before the expiration of the Irrevocability Period, the Regions may:

7.11.4.1 revise the scope of the Work identified in this RFP by issuing Addenda and inviting one or more of the Proponents to resubmit a Proposal;

7.11.4.2 modify the terms of this RFP; or

7.11.4.3 cancel this RFP.

7.12 Costs

7.12.1 Proponents are solely responsible for all costs associated with the preparation and submission of their Proposals. The Regions will not be liable for any costs, losses, or damages whatsoever incurred by reason of the preparation and/or submission of any Proposal.

7.13 Confidentiality

7.13.1 This RFP, and all information and data disclosed by the Regions in relation thereto, whether marked confidential or not, constitutes "Confidential Information" which is, and

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will remain, the property of the Regions, and is not to be copied or distributed without the prior written approval of the Regions.

7.13.2 Notwithstanding the foregoing, Confidential Information does not include any information or data which:

7.13.2.1 is or becomes publicly known through no breach of the terms or conditions of this RFP;

7.13.2.2 is independently developed by a third party without reference to Confidential Information and without breach of the terms or conditions of this RFP; or

7.13.2.3 is required by court order or other legal compulsion to be disclosed, provided the Proponent gives the Regions written notice, as permitted by law, of the compulsory disclosure.

7.13.3 Proponents agree to maintain the confidentiality of the Confidential Information, and further agree not to use or duplicate such Confidential Information for any purpose other than responding to this RFP, and will not, without prior written consent of the Regions, disclose or make any Confidential Information available to any third party, except such third parties as may be reasonably engaged by the Proponent for the purposes of preparing a Proposal.

7.13.4 Upon request, all Confidential Information will be returned to the Regions.

7.13.5 The terms of this Section 7.13 shall survive any termination or expiry of this RFP for a period of five (5) years.

7.14 Prohibition Against Gratuities

7.14.1 Nobody employed by, or acting on behalf of any Proponent shall offer or give any gratuity in any form whatsoever to anyone employed by, or acting on behalf of, the Regions or their consultants for any reason whatsoever, including, without limitation, the gaining of a favourable advantage or consideration in connection with this RFP.

7.14.2 Where, in the opinion of the Regions acting reasonably, any Proponent has breached, or is attempting to breach, Section 7.15.1, the Regions may immediately disqualify the Proponent from further participation in this RFP process.

7.15 Lobbying and Public Comment

7.15.1 Proponents or their Team Members or anyone involved in the Team will not engage in any form of political or other lobbying whatsoever with respect to this Project or seek to influence the outcome of this qualification process. This anti-lobbying clause extends to all members of Regional or Local Area Municipal Councillors within both Durham and York Regions, their respective staff members or their appointees, including members of the consulting team. In the event of any such lobbying, the Regions may reject any Proposal by the Proponent without further consideration and terminate that Proponent's

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right to continue in the RFP process. All correspondence or contact by interested parties with the Regions must be directly and only with the Contact Person.

It should be duly noted by all Proponents that this anti-lobbying Section 7.15.1 extends from the release date of this RFP through the date and time when the two respective Regional Governments formally award the Project. Any lobbying undertaken during this timeframe will result in immediate disqualification from the process, be it during the RFP stage or anytime between and after the commencement of this process until the date of award.

This Section 7.15.1 shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the Regions' RFP Contact Person(s) or authorized designates.

7.15.2 Where, in the opinion of the Regions acting reasonably, any Proponent has breached, or is attempting to breach, Section 7.15.1, the Regions may immediately disqualify the Proponent from further participation in this RFP process.

7.16 Conflicts of Interest

7.16.1 Proponents are required to disclose in their Proposal and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP or the Project. In the event the Regions, in their sole discretion, consider that a conflict of interest exists or may exist in the future, the Regions may immediately disqualify the Proponent from further participation in this RFP process.

7.17 Materially False, Incorrect, or Misleading Information

7.17.1 The Regions may, in their sole discretion, and at any time during this RFP process, up to and including to the point in time that the Project Agreement is executed, disqualify any Proponent who submits a Proposal which is found to contain materially false, incorrect or misleading information.

7.18 No Collusion or Fraud

7.18.1 Proponents and anyone acting on their behalf shall not communicate in any way with another Proponent regarding any aspect of any Proposal prior to the expiration of the Irrevocability Period.

7.19 Claims or Litigation Against Durham and York

7.19.1 The Regions reserve the right to reject any Proposal submitted by a Proponent, where the Proponent or any Proponent Team Member is engaged in ongoing litigation with either Durham and/or York.

7.20 Debriefing

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- 7.20.1 Any Proponent that that has been disqualified or which has otherwise not been selected as the Preferred Proponent may request a debriefing meeting, in writing, with the Regions to be advised of the reasons therefor.
- 7.20.2 Any meeting held in accordance with this Section 7.20 shall be on a without prejudice basis.
- 7.21 Copyright:
- 7.21.1 All documents in any form whatsoever provided or made available to Proponents by the Regions in connection with this RFP are and remain the exclusive property of the Regions and may be used by Proponents solely for the purpose of preparing their Proposals.
- 7.21.2 Any documents or other material provided by the Regions to Proponents in connection with this RFP must be immediately returned to the Regions upon request, together with any copies thereof.
- 7.21.3 Proposals and any documentation submitted to the Regions in connection therewith shall become the property of the Regions and will not be returned to Proponents, and upon such submission the Proponent transfers and assigns, unconditionally, the intellectual property rights to that part of the Proposal conceived and developed exclusively for the purposes of this Project. With respect to all other elements of the Proposal, the Proponent grants the Regions an irrevocable, non-exclusive, perpetual, transferable, worldwide license to use, reproduce, adapt, modify, sub-license and develop such material for the purposes of the Project.
- 7.21.4 The Proponent warrants to the Regions that it holds all rights permitting it to assign, transfer and grant a license pertaining to intellectual property as described above in Section 7.21.3.
- 7.22 Assignment
- 7.22.1 Proponents may not assign the right to submit a Proposal to any third party without the Regions' prior written consent.
- 7.23 Laws and Regulations
- 7.23.1 This RFP and all Proposals shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

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8. DEFINITIONS

- 8.1 “Acceptance Certificate” has the meaning as defined in the Project Agreement.
- 8.2 “Addenda, Addendum” has the meaning set out in Section 7.9.
- 8.3 “Annual Service Plan shall have the meaning ascribed to that term in the Project Agreement.
- 8.4 “Architectural Features” are the costs, as estimated by the Preferred Proponent based on a Change Order issued by the Regions, for items such as exterior architectural features, the viewing gallery, education centre, or other such works as determined by the Regions through the execution of the Early Works Agreement by the Preferred Proponent.
- 8.5 “BCI” means the Building Cost Index for Toronto, Ontario as provided by the Engineering News Record.
- 8.6 “CCI” means the Construction Cost Index for Toronto, Ontario as provided by the Engineering News Record.
- 8.7 “Change Order” shall have the meaning ascribed to that term in the Project Agreement.
- 8.8 “Closing Time” means the time for the submission of Proposals indicated in Section 2.12.
- 8.9 “Confidential Information” has the meaning ascribed to that term in Section 7.13.1.
- 8.10 “Consortium” means an arrangement of two or more entities of whatever kind formed for the purpose of submitting a Proposal in response to this RFP, and, if selected, for entering into a contract with the Regions for the design, construction, operation and maintenance of an energy-from-waste facility.
- 8.11 “Consortium Member” means an entity which has entered into an arrangement with another to form a Consortium.
- 8.12 “Construction Inflation Adjustment” has the meaning ascribed to that term in FORM 2.
- 8.13 “Contact Person” means the person identified as such in Section 2.9.1.
- 8.14 “Cost Substantiation” has the meaning as defined in the Project Agreement.
- 8.15 “DBO Contractor” is the entity contracting with the Regions under the Project Agreement to design, build, operate and maintain the Facility.
- 8.16 “Durham” means the Regional Municipality of Durham.
- 8.17 “Early Works Agreement” is the agreement attached in APPENDIX E of this RFP.
- 8.18 “Evaluation Committee” means the committee established by the Regions to evaluate the Proposals.
- 8.19 “Facility” has the meaning ascribed to that term in the Project Agreement.

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- 8.20 “Fixed Construction Price Expiry Date” is as provided by the Proponent on FORM 2 of its Proposal.
- 8.21 “Fixed Construction Price” is as provided by the Proponent on FORM 2A of its Proposal.
- 8.22 “Geotechnical Reports” means the reports contained in the Data Room relating to the preliminary geotechnical investigation of the Project Site performed on behalf of the Regions as indicated in Section 2.11.
- 8.23 “Ineligible Team Member” means the entities that are not available to participate as a member of a Project Team, as set out in Section 4.7.4.
- 8.24 “Irrevocability Period” has the meaning ascribed to that term in Section 7.5.2 of this RFP.
- 8.25 “Lump Sum Price” has the meaning as defined in the Project Agreement and will be determined using that methodology outlined in FORM 2 of the RFP.
- 8.26 “MCI” means the Materials Cost Index for Toronto, Ontario as provided by the Engineering News Record.
- 8.27 “Model” has the meaning ascribed to that term in Section 4.6.1.2.1 of the RFP.
- 8.28 “MOE” means the Ministry of the Environment of the Province of Ontario.
- 8.29 “MSW” has the meaning ascribed to that term in Section 2.1 of this RFP.
- 8.30 “Notice to Proceed” will be provided by the Regions and has the meaning as defined in the Project Agreement.
- 8.31 “NPV” has the meaning ascribed to that term in Section 4.6.2.1.1 of the RFP.
- 8.32 “Operating Cost Index” has the meaning as defined in the Project Agreement.
- 8.33 “Operating Fee” has the meaning as defined in the Project Agreement and will be determined using the Methodology outlined in FORM 3.
- 8.34 “Preferred Proponent” means the Proponent(s) whose Proposal(s) is(are) selected by the Regions for the purpose of negotiating an acceptable Project Agreement and Early Works Agreement.
- 8.35 “Project” has the meaning ascribed to that term in Section 2.1 of this RFP.
- 8.36 “Project Agreement” means the written agreement, substantially in the form found at APPENDIX A, entered into by the Regions and the DBO Contractor for the total performance of the Work.
- 8.37 “Project Guarantor” means the entity responsible for guaranteeing the performance of the Contract by the DBO Contractor to the extent such performance is not secured by any bond or other financial security obtained in accordance with the terms of this RFP.
- 8.38 “Project Site” means the site for the Project as described in APPENDIX C1.

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- 8.39 “Project Team” has the meaning ascribed to that term in Section 4.7.1 of this RFP.
- 8.40 “Proponent” means any one of the pre-qualified entities listed in Section 2.4 who submits a response to this RFP.
- 8.41 “Proponent Representative” means the Proponent representative identified by the Proponent during the RFQ Phase as the primary point of contact for the Proponent.
- 8.42 “Proposal” means the proposal delivered by a Proponent in response to this RFP.
- 8.43 “Regional Clerk” means the Regional Clerk of the Regional Municipality of Durham.
- 8.44 “Regions” means the Regions of Durham and York collectively or either of the Region of Durham or the Region of York individually.
- 8.45 “RFI” means a request for information made by a Proponent to the Regions using the required form found in APPENDIX B to this RFP.
- 8.46 “RFP” means this “Request for Proposals to Design, Build and Operate an Energy from Waste Facility”, RFP 604-2008 Issued by Durham, dated August 22, 2008, as may be amended by Addenda.
- 8.47 “RFQ Phase” means the Request for Qualifications phase of the procurement process for the Project commencing with the issuance of “Request for Qualifications to Design, Build and Operate an Energy from Waste Facility, RFQ 601-2007”, by Durham and dated July 12, 2007 and concluding with the issuance of the RFP.
- 8.48 “Site” means the site selected for the Facility, having a legal description as follows:
- Part of Lot 27, Concession Broken Front, Darlington, designated as Parts 1 and 2 on 40R-19984, save and except Parts 1 and 2 on 40R-20362, Municipality of Clarington, Regional Municipality of Durham, being all of PIN 26605-0082(LT).
- 8.49 “SRF” has the meaning ascribed to that term in Section 3.3.2 of this RFP.
- 8.50 “Work” has the meaning ascribed to that term in Section 2.1 of this RFP.
- 8.51 “York” means the Regional Municipality of York.

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9. APPENDIX A, PROJECT AGREEMENT

**PROJECT AGREEMENT FOR DESIGN, CONSTRUCTION, OPERATION AND
MAINTENANCE OF ENERGY FROM WASTE FACILITY**

(This Document was distributed separately)

10. APPENDIX B FORMS

11. FORM 1 PROPOSAL SUBMISSION LABEL

PROPOSAL SUBMISSION LABEL

REQUEST FOR PROPOSAL NUMBER RFP-604-2008

**Ms. P.M. Madill, Regional Clerk
The Regional Municipality of Durham,
605 Rossland Road, East, Main Level,
Whitby, Ontario.
L1N 6A3**

**DESCRIPTION: Request for Proposals to Design,
Build, Operate and Maintain an Energy from Waste
Facility**

**CLOSING DATE AND TIME: 2:00 p.m., Local Time,
Thursday January 15, 2009**

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12. FORM 2 FIXED CONSTRUCTION PRICE

FIXED CONSTRUCTION PRICE FOR DESIGN AND CONSTRUCTION OF FACILITY

Facility sized for 140,000 tonnes per year of processing capacity

_____ Dollars (\$) _____) as calculated at the bottom of FORM 2A.

Write the Fixed Construction Price in Canadian dollars in words; use numbers to state the same price within the parenthesis.

EXPIRY OF FIXED CONSTRUCTION PRICE

The Fixed Construction Price Expiry Date (as defined below) is the date upon which the Fixed Construction Price shall expire. After the Fixed Construction Price Expiry Date, the Fixed Construction Price will then be escalated based upon an agreed upon adjustment factor for a period of two (2) years or until the Notice-to-Proceed is issued, whichever occurs first. At the Notice-to-Proceed date the price will be fixed.

Expiry Date for Fixed Construction Price (day/month/year) _____
d/m/yr (the “Fixed Construction Price Expiry Date”)

CONSTRUCTION INFLATION ADJUSTMENTS

The inflation indices noted below are based on the Engineering News Record for Toronto, Ontario. Write the percentage of the Fixed Construction Price that corresponds to each index:

<u>Percentage</u>	<u>Index</u>
_____	_____ BCI _____
_____	_____ MCI _____
_____	_____ CCI _____

LUMP SUM PRICE

During the time of period that elapses between the Fixed Construction Price Expiry Date and the Notice to Proceed, the Fixed Construction Price will be adjusted for inflation (the “Construction Inflation Adjustment”). The Construction Inflation Adjustment noted in the following Lump Sum price section, will be the total of each nominal monthly variation to the Fixed Construction Price as determined by applying the percentages and indices noted above.

The Lump Sum Price on the Notice to Proceed date shall be the sum of the Fixed Construction Price; the Construction Inflation Adjustment and the Architectural Features and Changes (if any).

Administrative, Profit and Overhead Fee on Change Orders issued by the Regions _____%

Name of Company

Authorized Officer

Signature

Title

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13. FORM 2A BREAKDOWN OF FIXED CONSTRUCTION PRICE

All prices are in Canadian dollars as at the Closing Time.

1. Design, Permits, and Construction Management – including project development expenses, mobilization, and temporary utilities not including expenses incurred under the Early Works Agreement.

	Subtotal	\$ _____
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2. Site Work, including but not limited to: demolition, excavation, fill and grading, parking area and roadways (new and relocated), stormwater management system, and all utility installation at the Facility site.

	Subtotal	\$ _____
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3. Landscaping, including but not limited to fences, gates, lighting, grading, seeding, and planting.

	Subtotal	\$ _____
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4. Material Processing Equipment

(a)	Material Pre-Processing Equipment (if applicable) – including but not limited to, conveyors, trommels, shredders, dust collection, separation equipment.	\$ _____
(b)	Material Processing Equipment - including but not limited to, conveyors, trommels, magnetic separation equipment.	\$ _____
(c)	Miscellaneous Processing Equipment - including but not limited to ventilation, odour and dust control, weight equipment, overhead cranes.	\$ _____
(d)	Freight	\$ _____
Subtotal		\$ _____

5. Furnace and Steam Generator Equipment, including but not limited to:

(a)	furnace/grates charging hopper and feed equipment	\$ _____
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	(b) boiler, superheater, economizer and/or air preheater	\$ _____
	(c) residue collection and removal equipment (bottom ash and fly ash)	\$ _____
	(d) process instrumentation and control equipment	\$ _____
	(e) fans, water and wastewater treatment facility, feedwater heaters	\$ _____
	(f) freight	\$ _____
	Subtotal	\$ _____
6.	Electrical Generation Equipment, including but not limited to:	
	(a) turbine generators, switchgear and control, transformers, lubrication system	\$ _____
	(b) substation, transmission lines, standby electric service	\$ _____
	(c) turbine condenser(s) and dump condenser with connecting pipe	\$ _____
	(d) freight	\$ _____
	(e) backup diesel generator, if applicable	\$ _____
	Subtotal	\$ _____
7.	District Energy Equipment, including but not limited to turbine extraction capability, controls, heat exchangers, back-up boiler (if required) and other elements [attach details] .	Subtotal \$ _____
8.	Buildings and Associated Structures, including but not limited to:	
	(a) Concrete	\$ _____
	(b) Structural	\$ _____
	(c) electrical, mechanical and HVAC equipment	\$ _____
	(d) administrative and maintenance requirements	\$ _____

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(e)	Refuse and Residue storage pits		\$_____
(f)	Base architectural treatment (include description)		\$_____
(g)	Freight and all related facilities		\$_____
		Subtotal	\$_____
9.	Electrical Interconnection	Subtotal	\$_____
10.	Cooling System, Air-Cooled Condenser (ACC), and Ancillary Equipment, including variable frequency drives (VFDs)	Subtotal	\$_____

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- 11. Air Pollution Control Equipment, to include but not be limited to:
 - (a) Stack, I.D. Fans \$ _____
 - (b) Fabric Filter Particulate Control System \$ _____
 - (c) Acid Gas Control System \$ _____
 - (d) DeNOx System \$ _____
 - (e) Mercury Control System \$ _____
 - (f) Continuous Emissions Monitoring System \$ _____
 - (g) Ducting, freight and all related facilities \$ _____

- 12. Waste Water Treatment Plant Subtotal \$ _____

- 13. Spare Parts and Tools Subtotal \$ _____

- 14. Mobile Equipment, including, but not limited to front-end loaders, bobcats, pick-up trucks, and other mobile equipment necessary to operate the EFW Facility. Subtotal \$ _____

- 15. Facility Start-up and Acceptance Testing including start-up operation, personnel training, equipment testing and Acceptance Test Subtotal \$ _____

- 16. Performance Bond and Labour & Material Bond \$ _____
 - (a) 50% Performance Bond (As per FORM 2D) \$ _____
 - (b) 50% Labour and Material Payment Bond (As per FORM 2E) \$ _____

Subtotal \$ _____

- 17. Other (not included above; specify on attachment) Subtotal \$ _____

- 18. Insurance During Construction – in the amounts required in the contract
 - (a) Worker’s Compensation \$ _____
 - (b) Employer’s Liability \$ _____
 - (c) Wrap up Liability \$ _____

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(d)	Excess Umbrella Liability	\$ _____
(e)	“All Risk” Property Damage and Builders Risk	\$ _____
(f)	Business Interruption	\$ _____
(g)	Automobile Liability	\$ _____
(h)	Other (if proposed)	\$ _____
	Subtotal	\$ _____
19.	Goods and Services Tax (GST)	
	Subtotal	\$ _____
	TOTAL FIXED CONSTRUCTION PRICE as at the Closing Time	\$ _____

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14. FORM 2B EARLY WORKS AGREEMENT PAYMENT

All prices are in Canadian dollars as at the Closing Time.

Part A – Lump Sum Fee for Enhanced Architectural Conceptual Design Options \$ _____

Part B – An Upset price based upon Hourly Rates and Expenses Schedule for Early Works, Excluding Part A related work

Title	Hourly Rate	Hours	Total
--------------	--------------------	--------------	--------------

e.g. Project Manager

Expenses

Total Upset Price for Part B

Regular monthly progress payments are to be made by the Regions to the Preferred Proponent according to invoices submitted by the Preferred Proponent.

Proponents should amend the number of payments included within this form to suit their proposed delivery schedule for the Early Works Agreement and their upset price for Part B work.

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15. **FORM 2C CONSTRUCTION MILESTONE AND PAYMENT SCHEDULE**

The Lump Sum Price shall be paid to the Preferred Proponent in accordance with the Payment of Lump Sum Price procedures as defined in the Project Agreement and on the basis of Column 2 below.

Milestone Payment Number	Description of Milestone	Percentage of Lump Sum Price to be Drawn-not-to-exceed	
		Column 1 Percentage of Total Lump Sum Price (minimum 5% per milestone)	Column 2 ¹ Total to be Paid (less 10% of Lump Sum Price)
1	Notice to Proceed	_____	_____
2	Completion of Site Preparation	_____	_____
3	Completion of Foundations	_____	_____
4	Final Design Review and Modifications	_____	_____
5	100% Completion and Review of Construction Specifications and Drawings	_____	_____
6	Completion of Superstructure	_____	_____
7	Completion of Equipment Installations and Start-up	_____	_____
8	Issuance of the Acceptance Test Certificate	_____	_____
	Sub Total	<u>100%</u>	<u>90%</u>

¹ 10% withholding will be paid in accordance with Project Agreement.

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FORM 2C CONSTRUCTION MILESTONE AND PAYMENT SCHEDULE

The following shall have the meaning ascribed to FORM 2C:

1. **Notice to Proceed** - This definition has the same meaning ascribed to that term in Section 8.30 of the RFP.
2. **Completion of Site Preparation** - Site preparation will be deemed complete when:
 - Construction site access road is installed with minimum 300 mm granular B and 150 mm granular A and 90 mm high density base course asphalt. This site access road must extend far enough into the site to provide access to all site offices and related construction trailers for subcontractors and owners engineers for the length of the project until the permanent access road and parking lot is installed.
 - Mud mat is installed adjacent to the asphalt access road and truck wash station is provided to prevent mud tracking onto Osbourne Rd., Courtice Rd. or the South Service Rd.
 - Clearing and grubbing is complete.
 - Stripping and stockpiling of existing topsoil on site is complete and available for reuse in final site landscaping.
 - Installation of permanent fencing and temporary barriers necessary to maintain site security and protect the public.
 - Installation of all site silt control fencing and all other silt control systems including all temporary storm water management facilities required by the local municipality and conservation authorities.
 - Installation and operation of site dewatering system as required by the project design and existing site conditions.
 - Installation of project site board and all other related temporary site signage.
3. **Completion of Foundations** – will be deemed complete when all foundations required for all permanent buildings, structures and major equipment have been completed in accordance with the contract drawings and specifications including all required sub-drain systems and water proofing as required, and sufficient backfilling has been completed around these foundations to adequately protect them against damage from frost.
4. **Final Design Review and Modifications** – see 5 below
5. **100 % Design Completion and Review of Construction Specifications and Drawings** – will be deemed complete when all required contract drawings and specifications (contract documents) for the entire project have been finalized and provided to the Regions in both hard copy and digital form to the Regions' latest document standards after the Regions' 100 % review comments have been incorporated into these contract documents to the complete satisfaction of the Regions, and these contract documents have been submitted to the local municipality as part of the final building permit application and also submitted to all regulatory authorities requiring a related submission including the Ministry of Environment, Ministry of Natural Resources and local conservation authority.
6. **Completion of Superstructure** – will be deemed complete when the building envelopes for all required buildings have been completed including all exterior walls and roofs so that these facilities are watertight and all exterior doors and windows are installed so that these facilities can be locked and made secure to prevent all unauthorized access inside these facilities and help prevent the possibility of theft.

- 7. Completion of Equipment Installations and Start-up** – shall be as per APPENDIX 10 PRE-ACCEPTANCE TESTING REQUIREMENTS AND ACCEPTANCE TEST PROCEDURES SCHEDULE, of the Project Agreement

- 8. Issuance of the Acceptance Test Certificate** – shall be as per APPENDIX 15 ACCEPTANCE TEST CERTIFICATE of the Project Agreement

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16. **FORM 2D PERFORMANCE BOND**

Bond No. _____

Contract _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT WE _____ hereinafter called "the Principal", and _____ hereinafter called "the Surety" are jointly and severally held and firmly bond unto the Regional Municipality of Durham, hereinafter called "the Oblige", its successors and assigns in the sum of _____ DOLLARS (\$ _____) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and the Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

WHEREAS the Principal has entered into a contract with the Oblige through acceptance of the Principal's tender dated _____ by the Oblige on _____ hereinafter called the "Contract" for the for _____ as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige and shall at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Oblige for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Oblige pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

PROVIDED ALWAYS and it is hereby agreed and declared that the Oblige and the Principal have the right to change, alter and vary the terms of the Contract and that the Oblige may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereof or on any liability of the Principal to the Oblige.

PROVIDED FURTHER and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Oblige of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or warranted under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Oblige.

Whenever the Principal shall be, and declared by the Oblige to be, in default under the Contract, the Oblige having performed the Oblige's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly complete the contract in accordance with its terms and conditions and shall

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compensate the Obligee for any additional costs, expenses or damages. Notwithstanding the foregoing, the Obligee may, at its sole discretion, instruct the Surety in writing to obtain a bid or bids for submission to the Obligee for completing the contract in accordance with its terms and conditions and upon determination by the Obligee and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of the completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract, less the amount properly paid by the Obligee to the Principal.

And is hereby declared and agreed that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the said Principal shall operate as a discharge or release of liability of the said Surety. Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

Any suit under this bond must be instituted before the expiry of three (3) years from the date on which the final payment falls due.

IN WITNESS WHEREOF the Principal and the Surety have executed theses presents this _____ day of _____ 20_____.

SIGNED AND SEALED BY THE PRINCIPAL)
in the presence of)

_____)
Witness)

_____)
Principal

Occupation: _____)

Address: _____)

_____)
Surety

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17. FORM 2E LABOUR AND MATERIAL PAYMENT BOND

Bond No. _____

Contract _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS THAT WE _____
 _____ hereinafter called "the Principal", and _____

_____ hereinafter called "the Surety",
 are jointly and severally held and firmly bound unto the Regional Municipality of Durham, hereinafter
 called "the Obligee", for the use and benefit of the Claimants, their and each of their heirs, executors,
 administrators, successors and assigns in the amount of _____
 DOLLARS (\$ _____) of lawful money of Canada, for the payment of which sum well and truly to be
 made, we, the Principal and the Surety jointly and severally bind ourselves, our and each of our respective
 heirs, executors, administrators, successors and assigns by these presents.

WHEREAS by an agreement in writing dated the ____ day of _____, 20 __, the Principal has
 entered into a Contract with the Obligee, hereinafter called "the Contract", for the _____
 which Contract is by reference herein made a part hereof as fully to all intents and purposes as though
 recited in full herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
 make payment to all Claimants for all labour and material used or reasonably required for use in the
 performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full
 force and effect, subject, however, to the following conditions:

1. A Claimant for the purpose of this bond is defined as one having a direct Contract with the
 Principal for labour, material, or both, used or reasonably required for use in the performance of
 the Contract, labour and material being constructed to include that part of water, gas power, light,
 heat, oil, gasoline, telephone service or rental equipment, directly applicable to the Contract
 provided that a person, firm or corporation who rents equipment to the Principal to be used in the
 performance of the Contract under a contract which provides that all or any part of the rent is to
 be applied towards the purchase price thereof shall only be a Claimant to the extent of the
 prevailing industrial rental value of such equipment for the period during which the equipment
 was used in the performance of the Contract, labour and material.

2. The Principal and the Surety hereby jointly and severally agree with the Obligee, as Trustee, that
 every Claimant who has not been paid as provided for under the terms of his Contract with the
 Principal, before the expiration of a period of ninety (90) days after the date on which the last of
 such Claimant's work or labour was done or performed or materials were furnished by such
 Claimant, may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the
 suit to final judgement for such sum or sums as may be justly due to such Claimant under the
 terms of the Contract with the Principal and have execution thereon. Provided that the Obligee is
 not obliged to do or take any act, action or proceeding against the Surety on behalf of the
 Claimants, or any of them, to enforce the provisions of this Bond. If any act, action or proceeding
 is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding,
 then such act, action or proceeding, shall be taken on the understanding and basis that the
 Claimants, or any of them, who take such act, action or proceeding, shall indemnify and save

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harmless the Obligees against all costs, charges and expenses or liabilities incurred against all cost charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligees by reason thereof. Provided still further that, subject to the foregoing terms and conditions, the Claimants or any of them may use the name of the Obligees to sue on and enforce the provisions of this Bond.

3. No suit or action shall be commenced hereunder by any Claimant:
- (a) unless such Claimant shall have given written notice within the time limits hereinafter set forth to each of the Principal, the Surety and the Obligees, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail, or served in any manner in which legal process may be served in the Province of Ontario, to the Principal and Surety at any place where an office is regularly maintained for the transaction of business by such persons, and to the Obligees addressed to the attention of the Regional Clerk, the Regional Municipality of Durham, 605 Rossland Road, East, Whitby, Ontario.

Such notice shall be given:

- (i) in respect of any claim for the amount of any portion thereof required to be held back from the Claimant by the Principal under either the terms of the Claimant's contract with the Principal or under the Construction Lien Act, 1983, and amendments thereto applicable to the Claimant's contract with the Principal, whichever is the greater within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal.
 - (ii) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the day on which such Claimant did, or performed the last of the work or labour or furnished the last of the materials for which such claim is made, under the Claimant's contract with the Principal.
- (b) After the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract.
 - (c) Other than in a Court of competent jurisdiction in the Province of Ontario, and the parties hereto agree to submit to the jurisdiction of such Court.
4. The amount of this Bond shall be reduced by, and to the extent of any payment or payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of claims under the Construction Lien Act, 1983, as amended, whether or not such claims be presented under and against this Bond.

PROVIDED ALWAYS and it is hereby agreed and declared that the Obligees and the Principal have the right to change, alter and vary the terms of the contract, and that the Obligees may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the principal to the Obligees.

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PROVIDED FURTHER and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

PROVIDED FURTHER and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents this _____ day of _____ 20 _____.

SIGNED AND SEALED BY THE PRINCIPAL)
in the presence of)

_____)
Witness)

Occupation: _____)

Address: _____)

Principal

Surety

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18. FORM 2F EARLY WORKS SCHEDULE

TO BE COMPLETED AND SUBMITTED BY PROPONENT

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19. **FORM 3 TOTAL PRICE FOR OPERATION AND MAINTENANCE OF FACILITY²**

1. Operating Fee (as calculated in FORM 3A), in Canadian dollars as at the Closing Time

_____ Dollars (\$_____).

Write the Operating Fee in Canadian dollars in words on the line provided. Use numbers to state the same price within the parenthesis.

The Operating Fee will be escalated in accordance with the Operating Cost Index, in accordance with the Project Agreement.

Payment of the Operating Fee will be made to the Successful Proponent in accordance with the Project Agreement.

2. The Base Operating Fee as at the Closing Time (the Operating Fee in 1. above) divided by 140,000 metric tonnes of processing capacity

_____ Dollars per tonne (\$_____/Tonne)

Write the dollars per metric tonne Base Operating Fee in words on the line provided. Use numbers to state the same per tonne Operating Fee within the parentheses.

3. The per Tonne Charge for Waste Processed in Excess of the Throughput (as calculated in FORM 3B), as at the closing time

_____ Dollars per tonne (\$_____/Tonne)

Write the per tonne charge for waste processed in excess of the throughput in Canadian dollars in words on the line provided. Use numbers to state the same charge within the parentheses.

Name of Proposer

Authorized Officer

Signature

Title

² The Operating Fee will be adjusted annually in accordance with the Project Agreement.

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20. FORM 3A ITEMIZED ANNUAL OPERATING FEE

All prices are in Canadian dollars as at the Closing Time.

ANNUAL OPERATING FEE (as defined at the bottom of this form)

1. Labour Costs (including fringe)

A.	Process Operators	# of Employees	
	a) boiler operators	_____	\$ _____
	b) refuse handlers/crane operators	_____	\$ _____
	c) maintenance staff	_____	\$ _____
	d) shift supervisors	_____	\$ _____
	e) residue handlers	_____	\$ _____
	f) others (specify functions and costs on a separate sheet)	_____	\$ _____
	Subtotal		\$ _____
B.	Administrative Staff		
	a) managers	_____	\$ _____
	b) administrative (accounting/clerical)	_____	\$ _____
	c) scale operators	_____	\$ _____
	d) other (specify functions and costs on a separate sheet)	_____	\$ _____
	Subtotal		\$ _____
C.	Others (specify function, number and cost on a separate sheet)		
	Subtotal		\$ _____
	TOTAL LABOUR COSTS		\$ _____

2. Maintenance Costs

A	Minor parts/supplies for process and other equipment	\$ _____
B	Minor Building maintenance and repair	\$ _____
C.	Minor Rolling stock maintenance and repair	\$ _____
D.	Miscellaneous supplies and spare parts	\$ _____

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E. Consumables (i.e. chemicals, reagents) specify quantity and cost of other materials not listed below on separate sheet \$ _____

a) scrubber lime (_____ kg /yr at \$ _____/kg)

b) ammonia or urea (_____ kg /yr at \$ _____/kg)

c) activated carbon (_____ kg /yr at \$ _____/kg)

d) boiler chemicals (_____ kg /yr at \$ _____/kg)

F. Other (specify on separate sheet) \$ _____

TOTAL MAINTENANCE COSTS \$ _____

3. Unitary Major Equipment Repair and Facility Refurbishments Costs

A. Unitary Major Equipment Repair and Facility Refurbishments Costs (provide detail in Schedule A – Proposal FORM 3) \$ _____

4. Auxiliary Fuel Costs

A. Fossil Fuel

a) natural gas (_____ cu metres/yr at \$ _____/metre) \$ _____

b) gasoline (_____ litres/yr at \$ _____/litres) \$ _____

c) diesel fuel (_____ litres/yr at \$ _____/litres) \$ _____

d) fuel oil (_____ litres/yr at \$ _____/litres) \$ _____

B. Other (specify quantity and cost for each on a separate sheet)

TOTAL AUXILIARY FUEL COSTS \$ _____

5. Purchased Utilities Quantity

A. Electricity

B. Water

C. Sewer

D. Other

6. Residue Disposal Cost Subtotal

Fly Ash Tonnes per Tonne _____ Tonnes per year _____ \$ /T _____ \$ _____

Bottom Ash Tonnes per Tonne _____ Tonnes per year _____ \$ /T _____ \$ _____

Bypass Waste _____ Tonnes per year _____ \$ /T _____ \$ _____

7. Contract, Rental or Lease Services

A. Specify on a separate sheet if necessary \$ _____

8. Administrative

A. Continuous/periodic monitoring and testing \$ _____

B. Administration of Project Agreements \$ _____

C. Other (specify on a separate sheet) \$ _____

TOTAL ADMINISTRATIVE COSTS \$ _____

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9. Annual Guaranty Agreement Costs, if any
- A. Insurance (Other than those policies specified in 10 below), specify policy types on a separate sheet \$ _____
 - B. Letters of Credit (specify proposed bank and amount) \$ _____

 - C. Others (specify on a separate sheet) \$ _____
- TOTAL GUARANTEE COSTS \$ _____

10. Insurance Costs – in the amounts required in the Project Agreement
- A. Worker’s Compensation \$ _____
 - B. Employer’s Liability \$ _____
 - C. Commercial General Liability \$ _____
 - D. Automobile Liability \$ _____
 - E. “All Risk” Property Damage \$ _____
 - F. Business Interruption \$ _____
 - G. Boiler and Machinery \$ _____
 - H. Excess Umbrella Liability \$ _____
 - I. Professional Liability \$ _____
 - J. Environmental Impairment \$ _____
 - K. Other (if proposed) \$ _____
- TOTAL INSURANCE COSTS \$ _____

11. Taxes
- A. Property Taxes (as provided by Durham) \$968,000.00
 - B. Commodity Taxes (specify type) \$ _____
 - C. Other (specify on a separate sheet) \$ _____

12. Overhead
- D.. Overhead
 - E. Other (specify on a separate sheet)
- TOTAL OTHER COSTS \$ _____

TOTAL ANNUAL OPERATING FEE (as at the Closing Time) \$ _____

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21. FORM 3B PER TONNE CHARGE FOR WASTE PROCESSED IN EXCESS OF THE THROUGHPUT

ALLOCATION OF EXCESS PER TONNE OPERATING FEE

Item	\$ PER TONNE
1. Labour Costs (including fringe)	\$ _____
2. Maintenance Costs	\$ _____
3. Unitary Major Equipment Repair and Facility Refurbishments Costs	\$ _____
4. Auxiliary Fuel Costs	\$ _____
	\$ _____
5. Purchased Utilities	\$ _____
6. Residue Disposal Cost	\$ _____
7. Contract, Rental or Lease Services	\$ _____
8. Administrative	\$ _____
	\$ _____
9. Annual Guaranty Agreement Costs, if any	\$ _____
	\$ _____
10. Insurance Costs – in the amounts required in the Project Agreement	\$ _____
11. Taxes	\$ _____
12. Overhead	\$ _____
	\$ _____
PER TONNE CHARGE FOR WASTE PROCESSED IN EXCESS OF THE THROUGHPUT (as at the Closing Time)	\$ _____

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22. SCHEDULE A TO FORM 3

**CALCULATION OF ITEM 3, UNITARY MAJOR EQUIPMENT REPAIR AND FACILITY
REFURBISHMENTS COSTS**

All costs are in Canadian dollars as at the Closing Time.

Provide details for the replacement or major repairs to all major pieces of equipment or categories of equipment (including mobile equipment) included in Item 3, Unitary Major Equipment and Facility Refurbishments Costs of FORM 3A. For each item indicate the projected useful life, in years, and how many times the equipment must be replaced or rebuilt or overhauled during the term of the Project Agreement. Also provide the anticipated replacement year(s) for each item during the term of the Project Agreement providing for each listing the unit cost and total, project term cost for replacement in terms of Canadian dollars.

Item	Life Expectancy/ Number of Replacements During Term	Replacement Year	Replacement Cost Per Unit and Total in Canadian Dollars, as at the Closing Time

For each of the items noted above, provide annual costs by completing the Unitary Major Equipment Repair and Refurbishments Cost Schedule that follows below.

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Unitary Major Equipment Repair and Refurbishments Cost Schedule

Major Repair or Refurbishment Item	Cost in Each Operating Year (\$Canadian as at Closing Time)																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Sub Total																														

The Sub Total row should be converted to a unitary annual cost and inserted in Item 3, Unitary Major Repair or Refurbishment Cost of FORM 3.

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23. **FORM 4 PERFORMANCE GUARANTEES**

Facility Guarantee

These performance guarantees will be incorporated into the Project Agreement.

1. Construction Period Guarantee			
	Length of time from Notice to Proceed to Schedule Acceptance Date (days)		
2. Throughput Capacity Guarantee (140,000 tonnes per year)			
	HHV	<u>Tonnes per day</u>	
	10.5 MJ/kg (4500 BTU/lb)		
	11.6 MJ/kg (5000 BTU/lb)		
	12.8 MJ/kg (5500 BTU/lb)		
	14.0 MJ/kg (6000 BTU/lb)		
	15.1 MJ/kg (6500 BTU/lb)		
3. Electricity Production Guarantee (Annual Average)			
	Throttle Conditions Proposed (Bar)		
	Throttle Conditions Proposed (°C)		
	Maximum Steam load (kg/hr)		
	<u>HHV</u>	Gross Electrical Output (kWh/tonne)	Net Electrical Output (kWh/tonne)
	10.5 MJ/kg		
	11.6 MJ/kg		
	12.8 MJ/kg		
	14.0 MJ/kg		
	15.1 MJ/kg		

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4. Residue Quality and Quantity Guarantee:		
The Average monthly quality and quantity of Residue (to include bottom ash, fly ash, siftings, scrubber residue and all other process residue) from combustion of processible waste:		
	Unburned Combustible Matter (% dry weight – not exceed 3.0%)	
	Total Residue (bottom and fly ash) excluding ferrous and other materials (tonne of residue/tonne of processible waste – not to exceed 30%)	
	Percent Moisture in Bottom Ash Residue (tonne of residue/tonne of processible waste – not to exceed 25%)	
5. Metals Recovery Guarantee		
	Tonne of recovered ferrous/tonne of residue or tonne of processible waste processed – expressed as %	
6. Other Material Recovery (Specify material; tonne of material recovered/tonne of waste processed – expressed as %)		
	Material 1: Non-Ferrous	
	Material 2:	
	Material 3:	
7. Guaranteed Maximum Emission Limits (mg/Rm ³ @ 11% O ₂ and 25°C, 101 kPa) [NTD: Insert Air Emissions Table]		
	Particulate Matter	
	Sulphur Dioxide (SO ₂)	
	NO _x	
	Carbon Monoxide (CO)	
	Organic Matter as Methane (CH ₄)	
	Hydrogen Chloride (HCl)	
	Dioxins/Furans (as ITEQ)	
	Mercury (Hg)	
	Cadmium (Cd)	
	Lead (Pb)	

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24. FORM 5 DETAILED FACILITY AND EQUIPMENT DATA

This FORM 5 must be appended to Section A of the Project Proposal. (See Section 4.5 of this RFP.)

Unless otherwise specified in this Proposal form, variable quantities (i.e. temperature, pressures, mass and volumetric flows, gas and liquid velocities, heat duties, powers and efficiencies) are to be given for operating conditions which correspond with the Maximum Continuous Rating (MCR) operation of the unit of equipment assuming fuel HHV – 12.8 MJ/kg. The terms "design," and "maximum continuous rating (MCR)," are synonymous. Unless otherwise indicated, "percent" and "%" mean weight percent.

PART A – GENERAL

1. Drawings. Note drawing requirements identified in Section 4.5.1 of the RFP and the Technical Requirements.
2. Process Flow Diagram. The process flow diagram and called for in Section X will be found in Drawing No. _____
3. Mass Balance Diagrams for the same three (3) cases as in Item 4 below. See attached Drawings Nos. _____, through _____.
4. Process Energy Balances:

Complete the following table for each column, corresponding to varying fuel HHV.

CASE A			
HHV, Processible Waste MJ/kg	11.2 Low	12.8 MCR	15.1 High
Furnace/Boiler Unit Feed Rate			
Excess air, %			
Furnace/boiler Losses per Unit (MJ/kg):			
Dry gas			
Sensible heat in dry gas			
H ₂ and H ₂ O in fuel			
H ₂ O in combustion air			
H ₂ O from Residue pit & quench			
Unburned combustibles			
Radiation and convection			
Unaccounted (mfr.'s margin, max. 1.5%)			
<i>Subtotal furnace/boiler losses</i>			
(MJ/hr), per unit			
Total steam output:			
Pressure, bars			
Temperature, °C			
Mass flow, kg/hr (sum all units)			
Net efficiency of steam generating units, %			

Main Steam for each unit:			
Pressure, bars			
Temperature, °C			
Mass flow, kg/hr			
Process Flow:			
Pressure, bars			
Temperature, °C			
Mass flow, kg/hr			
Extractions:			
Feedwater Heater			
Pressure, bars			
Temperature, °C			
Mass flow, kg/hr			
Dearator			
Pressure, bars			
Temperature, °C			
Mass flow, kg/hr			
Plant Heat Rate			
Gross, HHV based			
Net, HHV based			
Turbine Heat Rate (average each unit)			
Energy Summary:			
Gross TG power output, MW, total			
In-plant electric consumption, MW			
Net Facility power output, MW			
Corresponding diagrams as described in Section 4.5.1 of the RFP Drawing Nos.:			
Furnace/Boiler MCR (each unit) in Tonne per hour of Processible Waste			

5. Facility Water Mass Balance Diagrams for: (a) average day and (b) peak day Facility Water Consumption conditions.

- a. 426 tonne/day Facility Throughput, average day of year with respect to Facility water consumption. See attached Drawing No. _____.
- b. 426 tonne/day Facility Throughput, peak summertime daily Facility Water Consumption for average climatological year. See Drawing No. _____.

Basis for both a) and b) above is HHV = 12.8 MJ/kg and 426 tonne/day Throughput.

- 6. a. Line Diagram complete with protective relays and metering. See attached Drawing Nos. _____
- b. Electrical transmission structure detail. See attached Drawing No. _____.

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PART B – COMBUSTION PLANT EQUIPMENT

Parts B and C must be accompanied by a complete process flowsheet sufficiently detailed so as to indicate each of the stream flows for which data is requested in Parts B and C of this Proposal FORM 5. Each stream will be numbered, and these numbers will be inserted *in Parts B and C* where indicated by the heading “STM#” meaning “stream number”.

1. Steam Generating Unit

- a. Manufacturer/Number of Units _____ / _____
- b. Furnace Volume, m³ _____
- c. Gross furnace heat liberation rate, volume basis, MJ/m³) _____
- d. Gross heat release per plan area grate, MJ/meter _____
- e. Declared parameters (See Notes 1, 2 and 3 below):
 - 1. MCTD Tonnes per hr¹ _____
 - 2. MCR Tonnes per hr² _____
 - 3. TOL_f Tonnes per hr³ _____
 - 4. Period, basis for TOL (hours) _____

Notes:

- 1. MCTD refers to “minimum continuous turndown” capability and means the lowest point each unit can safely operate for extended periods, without supplemental fuel firing. The required MCTD is 75%.. (See Technical Requirements, Subsection 3.3).
- 2. MCR refers to Maximum Continuous Rating. See note at top of this Proposal form.
- 3. TOL_f refers to “temporary overload” and means specifically the control point conditions with the furnace/boiler unit operating at its maximum temporary overload capacity. Company to indicate period (number of hours) as basis for TOL_f.

	<u>STM#</u>	<u>MCTD</u>	<u>MCR</u>	<u>TOL_f</u>
f. Steam Flow, kg/hr				
Superheater outlet	_____	_____	_____	_____
Boiler blowdown	_____	_____	_____	_____
Economizer inlet	_____	_____	_____	_____
Sootblowers	_____	_____	_____	_____
Attemporator, if applicable	_____	_____	_____	_____
Feedwater pump	_____	_____	_____	_____

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g.	Steam and Water Pressures, bars				
	Superheater outlet	_____	_____	_____	_____
	Steam drum	_____	_____	_____	_____
	Economizer inlet	_____	_____	_____	_____
	Sootblowers	_____	_____	_____	_____
h.	Steam and Water Temperatures, °C				
	Superheater outlet	_____	_____	_____	_____
	Primary superheater outlet if app.	_____	_____	_____	_____
	Economizer inlet	_____	_____	_____	_____
	Economizer outlet	_____	_____	_____	_____
i.	Steam Purity	_____	_____	_____	_____
	Average solids in outlet steam, ppm	_____	_____	_____	_____
	Maximum cation conductivity, Microhm/cm	_____	_____	_____	_____
	Maximum silica, ppb	_____	_____	_____	_____
j.	Flue Gas Flows leaving economizer kg/hr	_____	_____	_____	_____
k.	Flue Gas Pressures, +/- mm H ₂ O				
	Furnace inlet	_____	_____	_____	_____
	Furnace exit	_____	_____	_____	_____
	Economizer exit	_____	_____	_____	_____
	ID Fan inlet	_____	_____	_____	_____
	ID Fan outlet	_____	_____	_____	_____
	Stack inlet	_____	_____	_____	_____
l.	Average Flue Gas Temperatures, °C				
	Furnace temperature, max.	_____	_____	_____	_____
	Superheater (inlet)	_____	_____	_____	_____
	Economizer exit	_____	_____	_____	_____
	Baghouse (inlet)	_____	_____	_____	_____
	APC outlet	_____	_____	_____	_____
	Stack exit	_____	_____	_____	_____
m.	Average flue Gas Velocities, meter/s				
	Through furnace pass	_____	_____	_____	_____
	Through superheater section	_____	_____	_____	_____
	Through Boiler section	_____	_____	_____	_____

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	Through economizer	_____	_____	_____	_____
	Through baghouse	_____	_____	_____	_____
	Maximum duct velocity	_____	_____	_____	_____
	Stack exit (> 60 meter/s)	_____	_____	_____	_____
n.	Air Flows, kg/hr	_____	_____	_____	_____
	Secondary air inlet	_____	_____	_____	_____
	Primary air inlet	_____	_____	_____	_____
	Excess air for fan sizing, %	_____	_____	_____	_____
o.	Air Pressures, mm H ₂ O (in H ₂ O) FD fan outlet	_____	_____	_____	_____
	Air heater pressure drop	_____	_____	_____	_____
	Pressure drop through grate	_____	_____	_____	_____
	Secondary fan outlet	_____	_____	_____	_____
p.	Air Temperatures, °C	_____	_____	_____	_____
	Design ambient, min. °C	_____	_____	_____	_____
	Air temperature to forced draft fan and Secondary air fan, °C (for boiler performance Evaluation)	_____	_____	_____	_____
q.	Design humidity	_____	_____	_____	_____
	Primary air heater inlet	_____	_____	_____	_____
	Primary air heater outlet	_____	_____	_____	_____
r.	Raw Gas Loadings	_____	_____	_____	_____
	Portion of total Residue leaving boiler with Flue gas, weight percent Typical concentration of particulate in flue Gas leaving boiler, mg/Rm ³ @ 11% O ₂	_____	_____	_____	_____
	Typical size of particulate in flue gas. % pm 2.5-<10 microns	_____	_____	_____	_____ pm
	10	_____	_____	_____	_____
	> 10 microns	_____	_____	_____	_____
s.	Design clean Gas Loadings	_____	_____	_____	_____
	Portion of total particulate matter leaving Stack with flue gas, %	_____	_____	_____	_____
	Particle size distribution in flue gas, % pm 2.5-<10 microns	_____	_____	_____	_____ pm
	10	_____	_____	_____	_____
	> 10 microns	_____	_____	_____	_____
t.	Estimated stack emissions based on an installed capacity of 213 tonnes per day per unit (for a two unit system) of Reference Waste at 12.8 MJ/kg and plant Operating conditions corrected in order to Generate an equivalent flue gas rate @ 11% O ₂ Dry, 101 kPa and 25° C.	_____	_____	_____	_____

	Uncontrolled mg/Rm ³	Controlled mg/Rm ³
POLLUTANTS:		
Sulfur Dioxide (SO ₂)	_____	_____
Hydrogen Chloride (HCl)	_____	_____
Hydrogen Fluoride (HF)	_____	_____
Oxides of Nitrogen (NO _x)	_____	_____
Carbon Monoxide (CO)	_____	_____
Mercury (Hg)	_____	_____
Cadmium (Cd)	_____	_____
Cadmium and Thallium (Cd + Th)	_____	_____
Lead (Pb)	_____	_____
Sum of (As, Ni, Co, Pb, Cr, Cu, V, Mn, Sb)	_____	_____
Dioxins (as TEQ Toxic Equivalents)	_____	_____
Total Particulate Matter _____	_____	_____
Organic Matter (as CH ₄)_	_____	_____
OTHER POLLUTANTS ³ :		
<i>Trace Metals:</i>		
Chromium (hexavalent)	_____	_____
Total Chromium (and compounds)	_____	_____
Aluminum Oxide	_____	_____
Arsenic	_____	_____
Barium	_____	_____
Phosphorus Pentachloride	_____	_____
Selenium	_____	_____
Respirable Silica (less than 10 micrometres)	_____	_____
Ammonia Slip (at stack)	_____	_____
<i>Polycyclic Organic Matter:</i>		
Acenaphthylene	_____	_____
Acenaphthene	_____	_____
Anthracene	_____	_____
Benzene	_____	_____
Benzo(a)anthracene	_____	_____
Benzo(b)fluoranthene	_____	_____
Benzo(k)fluoranthene	_____	_____
Benzo(a)fluorene	_____	_____
Benzo(b)fluorene	_____	_____
Benzo(ghi)perylene	_____	_____
Benzo(a)pyrene	_____	_____
Benzo(e)pyrene	_____	_____
2-chloronaphthalene	_____	_____
Chrysene	_____	_____

³ As stipulated in the latest revisions to Ontario Regulation 419/05, or as stipulated by the Ontario Ministry of Environment in the Certificate of Approval.

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Coronene	_____	_____
Dibenzo(a,c)anthracene	_____	_____
9,10 – dimethylantracene	_____	_____
7,12 – dimethylbenzo(a)anthracene	_____	_____
Fluoranthene	_____	_____
Fluorine	_____	_____
Indeno(1,2,3 – cd)pyrene	_____	_____
2 – mehtylantracene	_____	_____
3 – methylcholanthrene	_____	_____
1 – methylnaphthalene	_____	_____
2 – methylnaphthalene	_____	_____
1 – methylphenanthrene	_____	_____
9 – methylphenanthrene	_____	_____
Naphthalene	_____	_____
Pentachlorophenol	_____	_____
Perylene	_____	_____
Phenanthrene	_____	_____
Picene	_____	_____
Polychlorinated Biphenyls	_____	_____
Pyrene	_____	_____
Tetralin	_____	_____
1,2,4 – Trichlorobezene	_____	_____
Triphenylene	_____	_____
Dibenzo(a,h)anthracene	_____	_____
Dibenzo(a,e)pyrene	_____	_____
Quinoline	_____	_____
Biphenyl	_____	_____
O-terphenyl	_____	_____
M-terphenyl	_____	_____
P-terphenyl	_____	_____
<i>Other Volatile Organic Matter:</i>		
Acetaldehyde	_____	_____
Acetone	_____	_____
Acrolein	_____	_____
Bromodichloromethane	_____	_____
Bromoform	_____	_____
Bromomethane	_____	_____
Butadiene, 1,3 -	_____	_____
Butanone, 2 -	_____	_____
Carbon tetrachloride	_____	_____
Chloroform	_____	_____
Cumene	_____	_____
Dibromochloromethane	_____	_____
Dichlorodifluoromethane	_____	_____
Dichloroethane, 1,2 -	_____	_____
Dichloroethane, trans – 1,2 -	_____	_____
Dichloroethene, 1,1 -	_____	_____
Dichloropropane, 1,2 -	_____	_____

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Ethylbenzene	_____	_____
Ethylene Dibromide	_____	_____
Formaldehyde	_____	_____
Mesitylene	_____	_____
Methylene chloride	_____	_____
Styrene	_____	_____
Tetrachloroethene	_____	_____
Toluene	_____	_____
Trichloroethane, 1,1,1 -	_____	_____
Trichloroethene	_____	_____
Trichloroethylene, 1,1,2 -	_____	_____
Trichlorofluoromethane	_____	_____
Trichlorotrifluoroethane	_____	_____
Vinyl chloride	_____	_____
Xylenes, m-, p- and o-	_____	_____

u. Estimated Fugitive Emissions:

Emissions tonne/yr

- | | | |
|----|---|-------|
| 1. | Waste Handling and Storage | _____ |
| 2. | Residue Handling, Storage Treatment | |
| | (a) Bottom Ash System | _____ |
| | (b) Fly Ash (include. boiler fly ash | _____ |
| 3. | On-Site Fuel Storage | _____ |
| 4. | Sorbent Handling, Storage and Preparation | _____ |
| 5. | Ammonia Slip, Handling, Storage and Preparation (if applicable) | _____ |
| 6. | Other: _____ | _____ |

v. Describe method used to estimate uncontrolled fugitive emissions and measures to be used to control these emissions:

w. Describe measures to be used to control odours resulting from waste handling and storage during normal operations:

x. Describe measures to be used to control odours resulting from waste handling and storage during normal operations:

y.	Residue	<u>MCTD</u>	<u>MCR</u>	<u>TOL_f</u>
	Bottom ash, kg/hr (dry)	_____	_____	_____
	Fly ash, kg/hr (dry)	_____	_____	_____
	Moisture of Residue (combined ash)	_____	_____	_____
	Weight percent	_____	_____	_____
	Weight of Residue (combined ash) kg/hr	_____	_____	_____

z.	Gas Side Design Data			
	Furnace Design Pressure, mm H ₂ O	_____	_____	_____
	Boiler Design Pressure, mm H ₂ O	_____	_____	_____
	Ductwork Design Pressure, mm H ₂ O	_____	_____	_____
	Scrubber, mm H ₂ O (if appl.)	_____	_____	_____
	Baghouse Design Pressure, mm H ₂ O	_____	_____	_____

aa. Boiler Data

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	Steam Drum/Mud Drum	_____	_____
	Inside dia. and thickness of drum, mm	_____	_____
	Boiler section heat transfer surface are, m ²	_____	_____
	Boiler tube O.D./wall thickness, mm	_____ / _____	_____ / _____
	Boiler tube spacing, mm	_____	_____
	Waterwall tube O.D./wall thickness, mm	_____ / _____	_____ / _____
	Tube arrangement, check one	_____ in line,	_____ staggered
	Design Pressure, bars	_____	_____
bb.	Superheater Data	<u>Primary</u>	<u>Reheat</u> (if applies)
	Design pressure, bars	_____	_____
	Primary superheater surface, m ²	_____	_____
	Size and material of superheater outlet header	_____	_____
	Type of attemperator	_____	_____
	Superheater tube O.D./wall thickness, mm	_____ / _____	_____ / _____
	Superheater tube spacing, mm	_____	_____
	State tube arrangement: inline or staggered	_____	_____
	Superheater pressure drop at GL and Over pressure flow, bars	_____	_____
cc.	Economizer Data	_____	_____
	Type of economizer	_____	_____
	Design pressure, bars	_____	_____
	Effective heat transfer surface, m ²	_____	_____
	Size/material of economizer inlet nozzle	_____ / _____	_____ / _____
	Tube O.D. wall thickness, mm	_____ / _____	_____ / _____
	Tube spacing, mm	_____	_____
	Tube arrangement, check one staggered	_____ in line,	_____ staggered
dd.	Main steam line pressure drop at TOL _f and 5% over pressure flow, bars (excluding boiler stop check valve)	_____	_____
ee.	Boiler stop check valve pressure drop at furnace TOL _f and over pressure flow, bars	_____	_____
2.	<u>Refuse Handling Cranes</u>		
a.	Manufacturer, Model No.	_____	_____
b.	Quantity (primary/spare)	_____	_____
c.	Crane Capacity, tonne	_____	_____
d.	Grapple Size, m ³	_____	_____
e.	Grapple Type	_____	_____

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- f. Crane design handling rate, tonne/hr _____
- g. Speeds at full load _____
 - 1. Hoist, m/min _____
 - 2. Bridge travel, meter/min _____
 - 3. Trolley travel, meter/min _____
- h. Maximum hoist lift, meter _____
- i. Controls, type _____
- j. CMAA Rating _____
- k. Description of Controls and Stationary Operator and degree of automation: _____

3. Pit Fire Safety Features (See also the Technical Requirements)

- a. Describe smoke and heat handling features: _____
- b. Describe safety features for protection of crane operator: _____
- c. Describe pit fire control equipment: _____
- d. Justification as to the sufficiency of proposed fire water provisions as called for in the Technical Requirements. See attached sheets numbered _____ through _____.

4. Refuse Hoppers and Feed Chutes

- a. Manufacturer, Model _____ / _____
- b. Hopper Capacity, volume/density m³ @ kg/m³ _____ @ _____
- c. Hopper Material/Plate Thickness, mm _____
- d. Feed Chute
 - 1. Dimensions, LxW, meter _____ x _____
 - 2. Size of largest item which will pass Through chute, LxWxH, meter _____ x _____ x _____
 - 3. Chute cooling system _____
 - 4. Shut off damp, size, meter x meter _____ x _____

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e.	Level Indicators, qty. and type	_____		
	5. <u>Refuse Feeders</u>			
a.	Type and Manufacturer	_____		
b.	Capacity (24 hr. maximum), tonne/hr	_____		
	6. <u>Stokers and Grates</u>			
a.	Type and Manufacturer	_____		
b.	Grate Area, m ²	_____		
c.	Grate Material Type	_____		
d.	Grate bar life, hours (20,000 hr min)	_____		
e.	Cross-sectioned area of grate bar(s), m ²	_____		
f.	End/Side Seal Material	_____		
g.	Sifting Handling Description	_____		
h.	No. Siftings Hoppers	_____		
i.	Capacity Control Method	_____		
j.	Grate Cooling System (i.e. air, water)	_____		
	7. <u>Fans</u>	<u>FD</u>	<u>SA</u>	<u>ID</u>
a.	Manufacturer	_____	_____	_____
b.	Type of Wheel	_____	_____	_____
c.	Diameter of Wheel	_____	_____	_____
d.	Net Operation Requirements:			
	Capacity, kg/hr, m ³ /min	_____	_____	_____
	Gas/Air temperature, °C	_____	_____	_____
	Static pressure, kPa	_____	_____	_____
	Efficiency, %	_____	_____	_____
	Power to fan coupling, kW	_____	_____	_____
e.	Test Block Requirements:			
	Capacity, kg/hr, m ³ /min	_____	_____	_____
	Gas/Air temperature, °C	_____	_____	_____
	Static pressure, kPa	_____	_____	_____
	Efficiency, %	_____	_____	_____
	Power to fan coupling, kW	_____	_____	_____
f.	Motor Data:			

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	Manufacturer	_____	_____	_____
	Motor size, kW	_____	_____	_____
	Frame Size	_____	_____	_____
	Enclosure Type	_____	_____	_____
	Service Factor	_____	_____	_____
	Volts/phase/Hz	_____	_____	_____
	Full load current, amp	_____	_____	_____
g.	Variable Frequency Drive Data:			
	Manufacturer	_____	_____	_____
	Other	_____	_____	_____
h.	Type/Manufacturer of bearings	_____	_____	_____
i.	Materials			
	Wheel	_____	_____	_____
	Shaft	_____	_____	_____
	Scroll	_____	_____	_____
j.	Operating speed, rpm	_____	_____	_____
	8. <u>Air Preheaters</u>			
a.	Manufacturer, Type, Model No.	_____	_____	_____
b.	Number, Size, mm x mm	_____	/	/
c.	Duty, MJ/hr	_____		x
d.	Design Conditions			
	Inlet temperature, °C	_____		
	Outlet temperature, °C	_____		
e.	Heat transfer medium	_____		
	9. <u>Residue Handling System</u>			
a.	Bottom Ash System: Primary/Standby			
	Manufacturer	_____	/	_____
	Type	_____	/	_____
	Capacity, tonne/hr	_____	/	_____
	Residue Pit Dimensions, ((LxWxD) from Bottom ash inlet point) in meters	_____	x	_____
				x _____

Design density of bottom ash for storage/Structural design, kg/m³

/

Type of drive for conveyance system

Capacity of drive mechanism (i.e. if Motor drive, kW)

Size of largest item passable through System, LxWxH, meter

x

x

b. Air Pollution Control Equipment Ash System

Manufacturer

Type

Capacity, tonne/hr

Dimensions, mm

Design density for Storage/structural design, kg/m³

Type of drive for conveyance system

Capacity of drive mechanism i.e. if motor drive, kW

c. Boiler Fly Ash System

Manufacturer

Type

Capacity, kg/hr

Dimensions, mm

Design density of fly ash for storage/Structural design, kg/m³

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	Type of drive for conveyance system	_____
	Capacity of drive mechanism (e.g., if motor drive, kW)	_____
	Compatibility with separate APC fly ash collection	_____
d.	Fly Ash Storage Silo	_____
	Manufacturer	_____
	Type	_____
	Capacity, tonne and No. of days	_____
	Dimensions, mm	_____
	Type of unloading system	_____
	Dust control/collection system	_____
e.	Maximum water use, total Residue handling system, lpd	_____
	10. <u>Stack</u>	
a.	Manufacturer	_____
b.	Number of Flues	_____
c.	Diameter of Flues	_____
d.	flue Material/Thickness, mm	_____
e.	Height, meters	_____
f.	Insulation Properties	_____
	11. <u>Soot Removal System</u>	
a.	Manufacturer	_____
b.	Type (e.g., steam sootblower, rapping)	_____
c.	Description of System and Controls:	_____

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12.	<u>Fabric Filter Data</u>	_____
a.	Air-to-Cloth Ratio:	
	Net	_____
	Gross	_____
b.	Number of Compartments	_____
c.	Manufacturer	_____
d.	Flue Gas Data (per unit)	
	Maximum Flow, actual m ³ /min	_____
	Maximum Temperature, °C	_____
	Flange-to-Flange Pressure Drop, mm Hg	_____
e.	Particulate Removal Efficiency	
	Efficiency, %	_____
	Inlet loading at 11% O ₂ , mg/Rm ³	_____
	Outlet Loading at 11% O ₂ , mg/Rm ³	_____
f.	Item Descriptions	
	Number of Bags/Compartment	_____
	Diameter and length of each Bag, mm	_____ / _____
	Service Life (minimum), hours	_____
	Bag Frames, if applicable	_____
	Shell material, ASTM	_____
	Hoppers	
	Quantity, number	_____
	Capacity, tonne each	_____
	Storage Capacity, hours @ GL	_____
	Material Type	_____

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g. Description of System for Removing Collected Material:

h. Power Consumption

Connected, kW

Operating, kW

i. Compressed Air Consumption (annual average), m³/min

j. Insulation

Materials

Thickness, mm

Areas covered

Cladding

k. Shell

Materials

Thickness, mm

l. Accessories (Description)

Hopper Heaters

Hopper Vibrators

Poke Holes

Air Tight Connection at Hopper Outlet

Temperature Control for Reverse Air Or Pulse Jet Air

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m. Monitoring System (Description)

Type and Quantity of Sensors

/

Type and Quantity of Signal Processors

/

Type of Control Unit

Type of Alarm

13. Acid Gas Scrubbing Equipment (Spray-dry, Dry injection or wet scrubber)

a. Type (e.g. semi-dry, dry, or wet)

b. Number of Units

c. Manufacturer

d. Flue Gas Data (per unit)

Maximum Flow, ACMM

Maximum Temperature, °C

Flange-to-Flange Pressure Drop, mm Hg

Maximum Outlet Temperature, °C

Minimum Outlet Temperature, °C

Average Outlet Temperature, °C

e. Removal Efficiencies

1. HCl

a. Efficiency, %

b. Inlet Concentration, mg/Rm³ @11% O₂

c. Outlet Concentration, mg/Rm³ @11% O₂

2. SO₂

a. Efficiency, %

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- b. Inlet Concentration, mg/Rm³ @11% O₂
 - c. Outlet Concentration, mg/Rm³ @11% O₂
- f. Chemical Used for Neutralization (e.g. pebble lime, hydrated lime, etc.)
- g. Average Neutralization Chemical Use (per unit), kg/hr
- h. Average Water Use (per unit), lpm
- i. Electric Power (Total) Connected, KW
- Operating (Annual Average), KW
- j. Compressed Air Use (Average Annual Consumption per Unit), dry std m³/min
- k. Atomization System Type
- Manufacturer
- l. Control and Instrumentation
 - HCl
 - SO₂
 - Outlet Temperature
- m. Materials of construction and description
 - Chemical Storage
 - Chemical Slaker
 - Chemical Pump
 - Chemical/Water Solution % at Atomizer
 - Scrubber Shell Material and Thickness

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- n. Describe Neutralization Chemical Loading, Storage, Slaking or Slurry injection, and atomization system (include number of units and spares)

- o. Atomization System Replacement (Describe expected equipment downtime associated with each replacement and number of replacements per year)

If dry injection is proposed:

- p. Materials of construction and description
Reagent Storage

Scrubber Shell Material and Thickness

- q. Describe Loading, Storage, Powder injection, and water atomization system (include number of units and spares)

- r. Atomization System Replacement (Describe expected equipment downtime associated with replacement)

PART C - BALANCE OF FACILITY SYSTEMS

14. Turbine-Generator System:

- a. Manufacturer _____
 - b. Model No. _____
 - c. Nameplate Capacity, MW (each unit) _____ / _____
 - d. High Pressure Throttle Flow at TOL₁ and 5%
Over Pressure, kg/hr (See Note 3 below) _____
- | | <u>STM#</u> | <u>MCTDTG</u> ¹ | <u>MCR</u> ² | <u>TOL</u> ₁ ³ |
|---------------------------------------|-------------|----------------------------|-------------------------|--------------------------------------|
| e. High Pressure Throttle Flow, kg/hr | _____ | _____ | _____ | _____ |
| f. Throttle Steam Pressures, bars | _____ | _____ | _____ | _____ |

NOTES:

- ¹ MCTDTG above refers to “maximum continuous turndown-turbine/generator” and above means specifically the control point conditions at maximum permissible turndown of the turbine/generator set.
- ² MCR refers to Maximum Continuous Rating. See note at top of this Proposal form.
- ³ TOL₁ above refers to “temporary (one hour) overload” and means specifically the control point conditions with the turbine/generator set unit operating at its maximum one hour overload capacity. (See the Technical Requirements).

- g. Throttle Steam Temperatures, °C _____
- h. Extraction Steam Pressures, bars _____
- i. Extraction Steam Temperatures, °C _____
- j. Turbine Exhaust Pressures, mmHg abs _____
- k. Turbine Generator Heat Rates,
MJ/kWh, High Pressure Turbine _____
- l. Governing System Type _____
- m. Generator Voltage, kV _____
- n. Gland Steam Condenser
 - 1. Manufacturer _____
 - 2. Capacity, kg/hr and/or MJ/hr _____ / _____

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o. Generator Cooling System, description: _____

15. Air Cooled Steam Condenser

a.	Manufacturer, Model	_____ / _____			
		<u>STM#</u>	<u>MCTDTG¹</u>	<u>MCR²</u>	<u>TOL³</u>
b.	Operating pressures, mm Hg abs (in Hg abs)	_____	_____	_____	_____
c.	Steam flows, kg/hr(kg/hr)	_____	_____	_____	_____
d.	Heat duties, MJ/hr	_____	_____	_____	_____
e.	Design dry bulb temperature, °C	_____	_____	_____	_____
f.	Quantity, no. of cells	_____	_____	_____	_____
g.	Design Range, °C	_____	_____	_____	_____
h.	Design Approach, °C	_____	_____	_____	_____
i.	Condensate Tank, size liters	_____	_____	_____	_____
j.	Condensate Pump number and type	_____	_____	_____	_____
k.	Condensate Pump, kW each	_____	_____	_____	_____
l.	Ductwork, diameter, mm	_____	_____	_____	_____
m.	Ductwork, length, meter	_____	_____	_____	_____
n.	Ductwork pressure drop, mm Hg	_____	_____	_____	_____
o.	Gas Removal System				
	1. Gas Removal System	_____	_____	_____	_____
	2. Pump kW, each	_____	_____	_____	_____
	3. Collection Tank, size, liters	_____	_____	_____	_____

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p.	Fan(s), number and type	_____	_____	_____	_____
q.	Fan motor kW each	_____	_____	_____	_____
r.	Variable Frequency Drive Data:				
	Number	_____	_____	_____	_____
	Type	_____	_____	_____	_____
s.	Fan electrical consumption (with VFDs), kW each	_____	_____	_____	_____
t.	Fan	Flow	control,	description:	

16. Feedwater System (Provide a description of the feedwater cycle, with equipment arrangements)

17. Boiler Feed Pumps

a.	Manufacturer, Model No.	_____	_____
b.	Quantity	_____	_____
c.	Design capacity, m ³ /min	_____	_____
d.	Design total head, meter	_____	_____
e.	Design inlet pressure, bars	_____	_____
f.	Design outlet pressure, bars	_____	_____
g.	Design temperature, °C	_____	_____
h.	Efficiency at design conditions, %	_____	_____
i.	Type of seals	_____	_____

Electric Drive

Steam Drive

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j.	Drive horsepower, kW	_____	_____
k.	Cooling method	_____	_____ N/A _____
l.	Energy consumption at design capacity		
1.	Electric, KW	_____	_____ N/A _____
2.	Steam, kg/hr	_____ N/A _____	_____
m.	Steam inlet pressure, bars	_____ N/A _____	_____
n.	Steam outlet pressure, bars	_____	_____

18. Condensate Pumps

a.	Manufacturer, Model No.	_____
b.	Quantity	_____
c.	Design capacity, m ³ /min	_____
d.	Design total head, meter	_____
e.	Motor horsepower, kW	_____
f.	Electrical power at design capacity, kW	_____

19. Circulating Water Pumps

a.	Manufacturer, Model No.	_____ / _____
b.	Quantity	_____
c.	Design capacity, m ³ /min	_____
d.	Design total head, mm	_____
e.	Motor horsepower, kW	_____
f.	Electrical consumption at design capacity, kW	_____

20. Auxiliary Cooling Water Pumps (Bearing Cooling Water Pumps)

a.	Manufacturer, Model No.	_____ / _____
b.	Quantity	_____
c.	Design capacity, m ³ /min	_____
d.	Design total head, mm	_____
e.	Motor horsepower, kW	_____

f. Electrical consumption at design capacity, kW _____

21. Miscellaneous Pumps

a. Service _____

b. Manufacturer, Model _____

c. Quantity _____

d. Design capacity, m³/min _____

e. Design total head, meter _____

f. Motor horsepower, kW _____

g. Electrical consumption at design capacity, kW _____

22. Air Compressors

a. Manufacturer, model, type _____ / _____ / _____

b. Quantity _____

c. Operating/design pressure, bars _____

d. Air dryer, manufacturer, model _____ / _____

e. Receiver, pressure/capacity _____ bars/ _____ m³

23. Miscellaneous Heat Exchangers

a. Manufacturer _____

b. Service, number _____ / _____ / _____

c. Type, tube material _____ / _____ / _____

d. Heat duty, MJ/hr. _____

e. Surface area, m² _____

24. Makeup Water Treatment/Demineralizer

a. Manufacturer _____

b. Description of system: _____

c. Design flow rate, m³/min and m³/day _____ / _____

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d. Redundancy in equipment number and capacity, description:

e. Water quality monitor, description:

Wastewater Treatment

a. Manufacturer:

b. Description of system:

Deaerating Feedwater Heater and Storage Tank

a. Manufacturer

b. Quantity

c. Tray material (if used)

d. Storage tank capacity, liters

e. Outlet capacity, kg/hr

f. Oxygen content of water, cc/L

g. Operating pressure, bars

Feedwater Heaters

a. Manufacturer

b. Quantity

c. Heater duty, MJ/hr

d. Heater steam-side pressure, temperature and stream number; bars, °C, STM#

_____ / _____ / _____

e. Heater terminal temperature difference, °C

f. Heater drain cooler approach °C

g. Tube material/type/no. passes

_____ / _____ / _____

h. Tube diameter and gauge, mm BWG

_____ / _____

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i. Cleanliness factor, % _____

Tanks, Demineralized Water and Condensate

Service	DMW	Cond.
a. Manufacturer	_____	_____
b. Design pressure and temperature, bars, °C	_____	
c. Size, liters	_____	_____
d. Material	_____	_____

Tanks, Other

	DMW	Cond.
a. Manufacturer, Type	_____ / _____	_____ / _____
b. Service	_____	_____
c. Design pressure and temperature, bars, °C	_____	
d. Size, liters	_____	_____
e. Material	_____	_____

Turbine Room Crane

a. Hoist Ratings

1. Main hoist rating, tonnes _____
2. Auxiliary hoist rating, tonnes _____

b. Speeds at full load

1. Main hoist, meter/min _____
2. Bridge travel, meter/min _____

c. Maximum hoist lift, meter _____

d. Controls, type _____

e. CMAA rating _____

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Miscellaneous Hoists and Cranes

(Other than those associated with railhaul system)

- a. Manufacturer, Model _____ / _____
- b. Location _____
- c. Type and function _____ / _____
- d. Capacity, tonne _____

Elevator(s)

- a. Manufacturer, Model _____ / _____
- b. Location _____
- c. Type and function _____ / _____
- d. Capacity, tonne _____

Fire Protection other than Pit

Building/Area

Type/Description

_____	_____
_____	_____
_____	_____
_____	_____

Heating and Ventilation

Building/Area

Capacity. m³/MJ/hr

Description/Function

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Mobile Equipment

Mfr/Model

No./Type

Description/Function

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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PART D - ELECTRICAL AND INSTRUMENTATION AND CONTROL DATA

1. Generator

Manufacturer, Model

Cooling System, description:

Capacity, MW

Power Factor

Voltage

Frequency/Short Circuit Ratio

Insulation Class

Overspeed Limitation

No. Terminal Leads

Type Fire Protection

Exciter Type, Voltage Controls,
describe:

Generator Protective Relays

Type

Manufacturer

Model

Displays, meters and recorders, list on attached sheet by manufacturer, type and range

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compatibility with telemetry requirements, describe: _____

2. Transformers

- a. Service _____
- b. Manufacturer _____
- c. Type, KVA Rating _____
- d. Voltage, No. Phases _____
- e. Taps _____
- f. Impedance _____
- g. Protective Relays (Type, Manufacturer, Model) _____

3. Metal-Clad Switchgear

- Manufacturer _____
- Service _____
- Voltage _____
- Materials of Construction _____
- Description _____

4. DC System

- Battery Charger, (Type, Manufacturer, Model) _____
- Batteries (Type, Manufacturer, Model) _____
- Description _____

5. Essential AC System

- Invertor (Type, Manufacturer, Model) _____

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Description

6. Power Factor Correction

Description, Type

7. Synchronization and Paralleling Systems

Description of systems for generator synchronization and paralleling which allow all power sources to function either independently or in unison, using whatever generators are available. The requested description shall be written specifically for this Project. The manufacturer's standard descriptions which refer only to typical operation are not acceptable.

8. Back-up Power (if applicable)

Diesel or gas turbine generator
manufacturer, size

_____ / _____

Description of back-up power system (type, controls, logic):

Description of interface with mainpower system, especially with regard to priority circuitry and load shedding devices.

9. Control Hierarchy for Power Distribution Systems

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Briefly describe the overall approach towards electrical systems reliability identifying major circuits and their priorities. Explain how the systems will respond to electrical failures by automatically shedding loads on a priority basis. Discuss the order by which alternate power sources will be activated. The requested description shall be written specifically for this project. The manufacturer’s standard descriptions which refer only to typical operation are not acceptable.

Provide the outline, on a separate page, for a complete protective device and circuit study starting with utility incoming to the largest breaker in first downstream panel fed from switchgear¹.

Furnish composite one-line diagram of the power distribution systems, showing all power transformers, disconnect switches, circuit breakers, fuses, positive relays, current transformers, power sources and other essential devices. See attached Figure _____.

Name specialty subcontractor to be selected for this task.

Fire Alarm and Detection System

Furnish a description of the basic system including the method of operation and supervision of each type of circuit, sequence of automatic and manual operation.

10. Lighting

Description of Outdoor and Indoor Systems:

Lumens (Foot-candles) at Control Room Panels

Lumens (Foot-candles) at top of Pit

11. Emergency Lighting

Outline the type of emergency lighting to be used demonstrating that system shall be independent of all other wiring and shall be energized at all times:

12. Instrumentation and Controls

Control Room Facilities

1. Manufacturer _____

2. Description (refer to the attached sheets) _____

Description of Panel and Local Instrumentation and Controls (manufacturers, types, logic).

Description of control logic, auto/manual controls, main and remote control stations, primary instrumentation and metering.

Description of Data Display and Storage Capabilities.

Description of Compatibility with connectivity to the Regions' Offices

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PART E - MISCELLANEOUS INFORMATION

1. Spare Parts and Tools

Itemize the spare parts required and/or recommended for operation of the Project. Each item must show Quantity, Size, Model, Output, Rating, etc., and other pertinent information necessary for Procurement. See attached sheets _____.

2. Mobile Equipment

Furnish an additional list of all rolling stock and other mobile equipment not elsewhere listed. Provide manufacturer, size data, and description. See attached sheets _____.

3. Additional Equipment

Furnish an additional list of Project Equipment not previously included in this Proposal FORM 10. Provide manufacturer, size data and description information.

4. Additional Information

Furnish additional information for items requested where adequate space was not provided in this Proposal form. Reference these sheets in the proposal form.

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**25. FORM 6 GUARANTEED MAXIMUM UTILITIES / REAGENTS UTILIZATION
DURING OPERATION**

1. Utilities

a. Electricity Power (includes backup)

i. Usage (kWh/yr) _____

ii. Demand (peak kW) / (no. months/yr.) ____/____

b. Water Consumption (m³/yr.) _____c. Wastewater Discharge (m³ / yr.) _____

d. Auxiliary Fuel (specify type)

Type (e.g., natural gas, propane, etc.) _____

Usage (m³/yr.) _____

2. Reagents

a. Scrubber Lime (kg/tonne)

b. Ammonia or Urea (kg/tonne)

c. Powdered Activated Carbon (kg/tonne)

d. Others (list)

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28. FORM 9 REPRESENTATIONS AND WARRANTIES OF PROPONENT

1. This Proposal Declaration should be executed by the Proponent and each member of the Proponent Team.

By executing this Proposal Declaration, you agree to the provisions of the RFP and this Proposal Declaration.

Capitalized terms are defined in Section 8 of the RFP.

[RFP Proponent's Letterhead]

To: **[Insert name of entity]**

Attention: **[Insert name and address of person]**

The Proponent hereby agrees and acknowledges that:

7. This Proposal Declaration form has been duly authorized and validly executed.
8. The Proponent is bound by all statements and representations made or contained in its Proposal;
9. Its Proposal conforms with the RFP subject to any clearly articulated qualification contained in the Proposal;
10. Its Proposal is in all respects a fair Proposal made without collusion, fraud, the offer or giving of any gratuity and without lobbying;
11. Its Proposal is irrevocable until the expiry of the period of two (2) years from the planned date of Closing Time and the Proponent will not revoke its Proposal until the expiry of that period or , in the event that the Region has notified the Proposer that it is still considering the Proposer's Proposal, until such extended time as delineated in such notice;
12. The Proponent has disclosed, in FORM 10, any relationship which could constitute a conflict of interest or unfair advantage; and
13. The Region reserves the right to verify in formation in its Proposal and conduct any background investigations including criminal record investigations, verification of the Proposal, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Proponent Team Members and by submitting a Proposal, the Proponent agrees that they consent to the conduct of all or any of those investigations by the Region.

Acknowledgements with Respect to the RFP

1. The Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents" made available in the Data Room, and any and all Addenda;

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2. The Proponent agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents” and/or available in the Data Room and any and all Addenda;

3. The Proponent’s representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP; and

4. The Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure form.

Proponent Team consists of:

Name	Address	Prime Member, Equity Member, or Key Individual
------	---------	--

Proponent

Proponent Representative

Name of Firm

Name

Address

E-mail Address

Name of Authorized Signatory

Telephone

Signature

Fax Number

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29. **FORM 10 RELATIONSHIP DISCLOSURE FORM**

**Regional Municipality of Durham
 Energy From Waste Facility
 Request For Proposals**

This is to be completed by each Proponent Team Member (including firms and individuals)

The Proponent declares that:

1. The Proponent has reviewed the list of Ineligible Team Members found in Section 4 of the RFP.
2. The following is a full disclosure of all relationships that the Proponent has with:
 - (a) any Ineligible Team Member or their current or former employees, shareholders, directors or officers; or
 - (b) employees (both current or former) of the Region or individuals of firms who have been involved in the Selection Process or the design, planning or implementation of the Project

that could constitute a conflict of interest or unfair advantage.

Name of Restricted Party/Person	Details of the nature of the Proponent’s relationship with the listed Restricted Party/Person (e.g. Proponent was an advisor to the Ineligible Team Member from 2003 – 2004)

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31. FORM 12 PARTICIPATION AGREEMENT

The Region of Durham and the Region of York (collectively, the “Regions”) have undertaken a procurement process for the purposes of identifying an entity with which to develop and operate an energy-from-waste facility. As the first step in selecting a preferred proponent for the Project, the Regions issued Request for Qualifications 601-2007 (the “RFQ”) and selected qualified proponents (“Proponents”). Those Proponents are now invited to submit proposals in response to Request for Proposals 604-2008 (the “RFP”).

For the purposes of conducting the RFP process, the Regions have established an electronic website (the “Data Room”) for the convenience of Proponents and the Regions and their respective advisors and consultants. The Regions intend, from time to time, to place documents and information in the Data Room which the Regions judge are, or may be, relevant to the Project.

As a precondition for participating in the RFP process, Proponents are required to enter into this Participation Agreement and to abide by the following terms and conditions.

1. The provisions of RFQ 601-2007 regarding prohibition against gratuities (6.13), anti-lobbying restrictions and required disclosure (6.14), public comment on promotion of RFQ submission (6.16), changes to Thermal Treatment Technology (6.21) and Changes to RFQ Respondent (6.22) continue to apply and bind the Proponents, subject only to any amendments to these requirements made in the RFP, as may be amended from time to time. For the purposes hereof, the RFQ and the RFP will be collectively referred to as the “Procurement Documents”.
2. As a condition to having access to the Data Room, all Proponents are required to enter into a Data Room Agreement, in the form attached hereto as APPENDIX A. Further, each Proponent is required to have each Proponent team member, and any consultant or advisor to the Proponent to which it intends to grant access to the Data Room, execute and deliver to the Regions a separate, executed Data Room Agreement, prior to gaining access to the Data Room.
3. Agreement to be Bound: Each Proponent has read and agreed to all the terms of this Participation Agreement in full and to be bound by these terms and conditions.

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I have read, understand and agree to be bound by the terms and conditions of this Participation Agreement as a condition of participation in the RFP Process.

Proponent Team Name		
Authorized Representative		
Title/Position		
Company Name		
Address		
City	Province	
Postal Code	Country	
Telephone		
Email		
Signature		
Date		

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**ATTACHMENT A TO FORM 12
PARTICIPATION AGREEMENT**

The Region of Durham and the Region of York (collectively the “Regions”) have established an electronic website (the “Data Room”) for the convenience of Proponents and the Regions and their respective advisors and consultants. The Regions intend to, from time to time, place in the Data Room documents that the Regions judge are, or may be, relevant to the Project.

All capitalized terms not otherwise defined in this Data Room Agreement have the respective meanings ascribed to them in the Request for Qualifications for the Project until the Request for Proposals for the Project is issued and then in the Request for Proposals, as amended from time to time (the “Procurement Documents”).

Conditions of Access

The Regions will grant access to the Data Room to Proponents and individuals (each a “Receiving Party”) on the following conditions.

1. **Confidentiality:** The documents and information (the “Information”) in the Data Room are made available on the conditions set out in:
 - (i) the “Confidentiality Conditions” attached as **Schedule 1**; and
 - (ii) the “User Rules and Release Conditions” attached as **Schedule 2**,all of which conditions are expressly included as part of this Data Room Agreement.
2. **No Warranty:** Except as may be expressly stated otherwise in the Procurement Documents, the Regions make no representation or warranty in any way whatsoever that:
 - (i) the Information is complete or accurate; or
 - (ii) the Information is relevant to the project,it being the Receiving Party’s obligation to make such independent assessments as he or she considers necessary to determine the accuracy, adequacy, interpretation, relevance and sufficiency of the Information. By accessing the Data Room, a Receiving Party agrees that any interpretations, opinions or conclusions made with respect to the Information are based solely on the investigations, examinations, analysis, interpretation, information, judgment and knowledge of that Receiving Party and are not based on any analysis, evaluation, representation, statement, summary or other Information provided by the Regions or included in the Data Room. Any use of or reliance by any person on any such Information will be at the sole risk of that person and without any recourse whatsoever against the Regions or their representatives.
3. **Applicability of Procurement Documents:** This Data Room Agreement does not in any way limit any provisions of the Procurement Documents.

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4. Agreement to be Bound: Each Receiving Party accessing the Data Room has read and agreed to all the terms of this Data Room Agreement in full and by accessing the Data Room agrees to be bound by these terms and conditions.

I have read, understand and agree to be bound by the terms and conditions of this Data Room Agreement as a condition of access to the Data Room and the Information.

Proponent Team Name			
Authorized Representative			
Title/Position			
Company Name			
Address			
City		Province	
Postal Code		Country	
Telephone			
Email			

Signature	
Date	

**TO DESIGN, BUILD, OPERATE AND MAINTAIN AN ENERGY FROM WASTE FACILITY
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SCHEDULE 1

CONFIDENTIALITY CONDITIONS

Interpretation

In these Confidentiality Conditions:

“Confidential Information” means all documents and information made available to a Receiving Party by way of the Data Room but does not include information that:

is or subsequently becomes available to the public, other than through a breach of this Data Room Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;

is subsequently communicated to the Receiving Party by an independent third party, without breach of this Data Room Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;

was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Data Room Agreement;

was developed independently by the Receiving Party without the use of any Confidential Information; or

is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.

“Permitted Purposes” means work or services related to the Project.

Confidentiality

The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of the Regions, which may be unreasonably withheld, disclose, or allow any of its representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Data Room Agreement, and will ensure that each of its representatives agrees to keep such information confidential and to be bound by the terms contained herein.

Limited Disclosure

The Receiving Party may disclose Confidential Information only to those of its representatives who need to know the Confidential Information for the Permitted Purposes and on the condition that all such Confidential Information be retained by each of those representatives as strictly confidential.

Acknowledgement of Irreparable Harm

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The Receiving Party acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Regions may be irreparably harmed if any provision of this Data Room Agreement is not performed by the Receiving Party or any party to whom the Receiving Party provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Receiving Party further acknowledges and agrees that the Regions will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Data Room Agreement by the Receiving Party or any of its representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Regions may be entitled at law or in equity.

Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Data Room Agreement by the Regions will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Data Room Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

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SCHEDULE 2**USER RULES AND RELEASE CONDITIONS**

The Region of Durham (the "Project Host") will operate the Data Room for the benefit of the users (the "Authorized Users") as authorized by the Project Host.

Prior to and as a condition of obtaining and activating his or her User ID to obtain access to the Data Room the Authorized User agrees as follows:

1. By granting access to information in the Data Room the Project Host is not granting the Authorized User any right to use the information in any way that infringes any copyright or other right the author of the information may retain over the information.
2. The Authorized User will compensate the Project Host for any damages or claims relating to the unlawful use of information that the Authorized User obtained from the Data Room.
3. The Project Host may, at any time and from time to time without notice to an Authorized User terminate the Authorized User's access to the Data Room, and the Authorized User will have no right to claim any compensation whatsoever on the basis of interruption or termination of the Authorized User's access to the Data Room.
4. Title to all of the systems is retained by Project Host.
5. The Project Host will not have any liability to the Authorized User, whether based on contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of information in the Data Room.
6. These User Rules and Release Conditions do not in any way limit the obligations under any other agreement entered into between the parties.

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32. APPENDIX C1 APPROVED FACILITY SITE

INFORMATION ABOUT THE APPROVED FACILITY SITE IS AVAILABLE AT THE FOLLOWING WEBSITE: www.durhamyorkwaste.ca . REFER TO DOCUMENTS AND PUBLICATIONS HEADING, FINAL CONSULTANT SITE RECOMMENDATION.

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33. APPENDIX C2 AIR EMISSION CRITERA

THE REGIONS' AIR EMISSION CRITERIA BASED UPON THE PROVINCE OF ONTARIO
AND EUROPEAN UNION AIR EMISSION REQUIREMENTS

Pollutant	Units (1)	YD EFW Stack Emission Limits	Measurement Basis (see notes)
Total Particulate Matter	mg/Rm3	9	(2)
Sulphur Dioxide (SO ₂)	mg/Rm3	35	(3)
Hydrogen Chloride (HCl)	mg/Rm3	9	(4)
Hydrogen Flouride (HF)	mg/Rm3	0.92	(4)
Nitrogen Oxides (NO _x)	mg/Rm3	180	(4)
Carbon Monoxide (CO)	mg/Rm3	45	(4)
Mercury (Hg)	µg/Pµ3	15	(2)
Cadmium (Cd)	µg/Pµ3	7	(2)
Cadmium + Thallium (Cd + Th)	µg/Pµ3	46	(2)
Lead (Pb)	µg/Pµ3	50	(2)
Sum of (As, Ni, Co, Pb, Cr, Cu, V, Mn, Sb)	µg/Pµ3	460	(2)
Dioxins	pg/Rm3	60	(2)
Organic Matter (as CH ₄)	mg/Rm3	49	(2)

NOTES:

(1) = All units corrected to 11% O₂ and adjusted to Reference Temperature and Pressure

mg/Rm3 = Milligrams per Reference Cubic Metre (25oC, 101.3 kPa)

*g/Rm3 = Micrograms per Reference Cubic Metre (25°C, 101.3 kPa)

pg/Rm3 = Picograms per Reference Cubic Metre (25oC, 101.3 kPa)

(2) Calculated as the arithmetic average of 3 stack tests conducted in accordance with standard methods

(3) Calculated as the geometric average of 24 hours of data from a continuous emission monitoring system

(4) Calculated as the arithmetic average of 24 hours of data from a continuous emission monitoring system

34. APPENDIX D SITE PLANNING AND BUILDING DESIGN GUIDELINES

Durham Region EFW facility in Clarington
Site Planning and Building Design Guidelines

Municipality of Clarington
April 2008

123 A



Durham Region EFW Facility in Clarington Site Planning and Building Design Guidelines

Visual aspects

1. Design the facility building as a landmark building. This could have a single building or a series of buildings which form the facility.
2. Key views are from:
 - a. North side of Energy Drive
 - b. Direct views down Energy Drive from East and West
 - c. View from Highway 401
 - d. View from proposed OPG Office Building
 - e. View from 401/407 interchange ramps
3. Mitigate negative visual impacts, in viewing the facility from all sides. Celebrate its presence with an innovative design representing the modern day technology.
4. Minimize the height of the buildings or other facility components as much as possible. Some sections of the facility such as waste bunker could be located below ground.
5. Design of the chimney to be incorporated with the style of the main building. If more than one chimney, place them together in one chimney enclosure.

Architectural excellence in Planning and Design

1. Provide a sophisticated/delicate architectural style to a unique set of structures that enclose the plant operations.
2. The building should reflect an innovative building design as opposed to a typical box type industrial building.
3. Provide articulation of the horizontal and vertical building plane along the Energy Drive frontage.
4. Use cutting edge building treatments and minimize the conventional treatments. Use of glass and metal for exterior walls is recommended and brick and stone is not recommended.
5. Consider providing views into the building showing some machinery.
6. Design and layout different building masses of the entire facility in such a way that they all are well connected architecturally with the main building and viewed as components of a single mass. The EFW building will be the principal structure and all other buildings can be subservient to it.
7. Develop a layout that is suitable to the required process and smooth vehicle flow within and around the premises.
8. Consider to design any vehicle ramps as a part of the building and locate them along the building walls. This helps to make less visual impact.

Durham Region EFW Facility in Clarington Site Planning and Building Design Guidelines

Screening

1. Locate aesthetically less impressive components such as garbage handling, cooling condensers, electrical plant, transformer sub stations, out-door storage and ancillary buildings at the back or in-between the principal building units acting them as a means of screening (a built wrap)
2. Any ash handling facility/transmission facility near railways to be screened appropriately
3. Provide additional screening elements such as berms, architectural wall sections extended from main buildings, living walls where required.
4. Locate the garbage truck entrance doors inside in such a way they are not directly visible and enclosed.

Landscaping

1. Require well designed landscape treatments in and around the facility.
2. Require tree planting along Energy Drive. Some landscape requirements are provided in the urban design and streetscape guidelines of Energy Park.
3. Provide pedestrian connections from Energy Drive sidewalk to the public accessible areas of the facility. Provide a system of internal side walks from the parking lots of the public and the staff to the visitor centre and the facility office.
4. Use landscape elements such as berms, tree lines, paved walk ways and water ponds to strengthen the character of the building.
5. Locate and plan the truck access route along the rear boundary of the Energy Park. Consider the possibility of locating the route at a lower level using the existing contours to limit the construction of high noise walls.

Illumination

1. Design night time Building illumination enhancing the landmark character.

Green Roof

1. Explore the possibilities of having a green roof for entire or certain sections of the facility such as administration and visitor's centre.

Visitors Centre

1. Provide a visitor centre in the premises that provides a point of architectural interest (i.e. Brescia WTE Plant)
2. Provide a separate enclosure from the visitor's centre to the plant that is a separate architectural element and keeps visitors away from industrial activities.
3. Design the visitors centre in such a way that could provide a progressive visual experience and that could also be an architectural element along the face of the plant.

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35. APPENDIX E EARLY WORKS AGREEMENT

for the Regions of Durham/York Energy From Waste Facility

REGIONAL MUNICIPALITY OF DURHAM

- and -

[PREFERRED PROPONENT]

Dated: •

THIS AGREEMENT is dated as of •, 2008

BETWEEN:

The Regional Municipality of Durham

(“Owner”)

- and -

[Preferred Proponent]

(“Design-Builder”)

WHEREAS:

- A. The Owner and Design-Builder anticipate executing an agreement (the “Project Agreement”) to design, build, finance, maintain and perform life cycle rehabilitation on the Facility.
- B. The parties anticipate that finalization and execution of the Project Agreement will occur on or about , 2009.
- C. In order for the Project to proceed in a timely manner the parties agree that it is reasonable and prudent to proceed with certain elements of the Work prior to execution of the Project Agreement.
- D. The parties hereto wish to enter into this Agreement to set out the terms and conditions under which the Owner will contract with the Design-Builder, and the Design-Builder will proceed with certain elements of the work prior to execution of the Project Agreement.

NOW THEREFORE in consideration of the mutual promises and agreements of the parties herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

**TO DESIGN, BUILD, OPERATE AND MAINTAIN AN ENERGY FROM WASTE FACILITY
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1.1 Definitions

Unless otherwise specified or the context otherwise requires, capitalized but otherwise undefined terms in this Agreement will have the respective meaning given to such terms in the Project Agreement and the Request for Proposals, and:

“**Additional Early Works**” has the meaning set out in Section 2.4;

“**Agreement**” means this Agreement, including any recitals, schedules and appendices to this Agreement, as amended, supplemented or restated from time to time;

“**Early Works**” has the meaning set out in Section 2.1;

“**Early Works Price**” means the price for the Early Works plus applicable GST, subject to amendment pursuant to Section 2.4, as described in Section 4.1;

“**Early Works Schedule**” means the schedule for the performance of the Early Works as set out in APPENDIX 2”;

“**EPA**” means Ministry of Environment of Ontario, *Ontario Regulation 419/05*

“**OWRA**” means the *Ontario Water Resources Act* R.S.O. 1990, CHAPTER O.40

“**Project Agreement**” has the meaning set out in the Recitals to this Agreement; and

“**Referenced Project Documents**” means the documents as set out in Attachment “”, which solely for purposes of this Agreement and the Early Works will be interpreted to be in full force and effect without conditions precedent as of the date of this Agreement. For greater certainty the Referenced Project Documents are the noted documents as they existed as at **August 22, 2008**.

1.2 Construction and Interpretation

This Agreement will be interpreted according to the following provisions, save to the extent that the context or the express provisions of this Agreement otherwise require:

- (a) the parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same;
- (b) the table of contents, headings and sub-headings, marginal notes and references to them in this Agreement are for convenience of reference only, do not constitute a part of this Agreement, and will not be taken into consideration in the interpretation or construction of, or affect the meaning of, this Agreement;
- (c) each reference in this Agreement to “Section” is to a section of this Agreement;
- (d) each reference to an agreement, document, standard, principle or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly

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- concerning such agreement, document, standard, principle or other instrument) a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned;
- (e) each reference to a statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and include any orders, regulations, by-laws, ordinances, orders, codes of practice, instruments or other subordinate legislation made under the relevant statute;
 - (f) each reference to time of day is a reference to Eastern Standard Time or Eastern Daylight Saving Time, as the case may be;
 - (g) words importing the singular include the plural and vice versa;
 - (h) words importing a particular gender include all genders;
 - (i) each reference to a public organization is deemed to include a reference to any successor(s) to such public organization or any organization or entity or organizations or entities which has or have taken over the functions or responsibilities of such public organization;
 - (j) unless the context otherwise requires, each reference to “parties” means the parties to this Agreement and each reference to a “party” means any one of the parties to this Agreement, provided however that a reference to a third party does not mean a party to this Agreement;
 - (k) all monetary amounts are expressed in Canadian Dollars;
 - (l) the words “include”, “includes” and “including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively;
 - (m) any consent contemplated to be given under this Agreement must be in writing;
 - (n) general words are not given a restrictive meaning:
 - (i) if they are introduced by the word “other”, by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (ii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words;
 - (o) all accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with Canadian generally accepted accounting principles, consistently applied;
 - (p) if the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act will be extended to the next Business Day; and

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- (q) each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavour in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

1.3 Governing Law

This Agreement will be deemed to be made pursuant to the laws of the Province of Ontario and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.

1.4 Attornment

For the purposes of any legal actions or proceedings brought by any party hereto against the other party, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

2. EARLY WORKS**2. Early Works**

Owner hereby authorizes Design-Builder to proceed with the elements of the Work as described in APPENDIX 1 to this Agreement (the “Early Works”), and Design-Builder will perform the Early Works as required by this Agreement.

2.2 Schedule for Early Works

Design-Builder will perform the Early Works in accordance with the Early Works Schedule, attached hereto as APPENDIX 2. Design-Builder represents and warrants that the Early Works Schedule is an accurate estimate of the anticipated progress and completion of the Early Works.

2.3 Compliance with the Referenced Project Documents

Design-Builder will perform the Early Works in accordance with the requirements of the Referenced Project Documents, including without limitation, the requirements of Articles 1, 2, 3, 9, 10, 11, 14, 15, 22, 23, 24, 25, 26, 27, 28, 29 and 45 of the Project Agreement, as well as APPENDIX 1, 2, 3, 6 and 8, as applicable.

All references to the Work in the Referenced Project Documents will be deemed to be references to the Early Works, limited only by the limitation on the scope of the Early Works as described in this Agreement.

For the purpose of the Early Works:

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- (a) The parties will administer the Early Works generally as described for the Work in the Referenced Project Documents;
- (b) Owner will appoint an Owner's Representative as required by Section 2.1 of the Referenced Project Documents who will be Owner's representative with respect to the Early Works; and
- (c) Design-Builder will appoint a Project Manager as required by subsection 11.1.3 of the Referenced Project Documents who will be Design-Builder's representative with respect to the Early Works.

2.4 Additional Early Works

Design-Builder is not authorized under this Agreement to undertake any Work other than the Early Works ("Additional Early Works"). The scope of the Early Works will not be modified without the prior written authorization of the Owner in accordance with Article 15 of the Project Agreement.

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3. TERMINATION**3.1 Execution of Project Agreement**

Upon the execution of the Project Agreement, all Early Works undertaken under this Agreement in advance of such execution will be deemed to have been undertaken by Design-Builder pursuant to the Project Agreement, and as between Owner and Design-Builder, Design-Builder will accept and assume full responsibility and liability in accordance with the terms of the Project Agreement.

3.2 Termination of the Project

If for any reason prior to the Owner giving written notice to the Design-Builder that execution of the Project Agreement with the Design-Builder will not be achieved and that the Owner is terminating its efforts to achieve execution, then upon such notice this Agreement will be terminated and Design-Builder will immediately, in consultation with the Owner, take all reasonable steps to wind up all outstanding Early Works at minimum cost.

3.3 Ownership of Design and Construction After Termination

If this Agreement is terminated for any reason prior to execution of the Project Agreement then the Owner will be entitled to the full benefit of any Early Works for which the Owner has made payment, including design drawings, calculations and other design information, and in that event Design-Builder will sign a formal assignment, transfer or other documents or take other steps as the Owner may reasonably request in order for the Owner to obtain and receive such benefit. In such an event, the subsequent use by the Owner of any design documents, calculations or other design information shall be at the Owner's own risk.

4. PAYMENT**4.1 Early Works Price**

For the performance of the Early Works, the Design-Builder shall be paid the Early Works Price. The Early Works Price will include:

- (a) a lump sum fee for the development of the conceptual design options as described in Section 1 of APPENDIX 1, which fee is separately identified in the Design-Builder's Proposal; and
- (b) an upset price of **[insert upset price]**the Design-Builder for performing the balance of the Scope of Work described in APPENDIX 1.

4.2 Payment

The Design-Builder shall be paid the Early Works Price in accordance with the following:

- (a) The Design-Builder shall make monthly payment applications in a form acceptable to the Owner, to the Owner's Representative, dated the last day of the month, and including supporting documentation such as time sheets and invoices as reasonably required by the Owner in accordance with APPENDIX 3 hereto, Fees and Disbursements.

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- (b) The amount approved for payment by the Owner’s representative will be due and payable to the Design-Builder, less applicable Construction Lien Act holdback, within thirty (30) days of receipt of the Design-Builder’s application.
- (c) The Design-Builder’s fee as described in Section 4.1(a) above may be invoiced by the Design-Builder in two equal instalments, as part of the first two payment applications.
- (d) In the event that the parties execute the Project Agreement, the holdback referable to the Early Works Price will be withheld by the Owner until released under the Project Agreement. In the event that this Agreement is terminated under Section 3.2, the holdback will be payable to the Design-Builder ten (10) days after the expiry of the applicable construction lien preservation period, provided no liens are registered on the Project which arise under this Agreement.
- (e) All expenditures under the cash allowance described in Section 4.1(b) above must be authorized, in advance, by the Owner through the Owner’s Representative.

5. ASSIGNMENT

5.1 Binding on Successors and Assigns

This Agreement will be binding on and will enure to the benefit of the parties and their respective successors and permitted assigns.

5.2 Restriction on Assignment

No party will assign or transfer any part of its respective rights or obligations under this Agreement without the prior consent of the other.

6. GENERAL

6.1 Notices

Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been sufficiently given if delivered by hand to the address shown below, or if transmitted by facsimile transmission to the facsimile transmission number of each party set out below:

if to Owner:

- Attention:
Facsimile No.

if to Design-Builder:

- Attention:
Facsimile No.:

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or to such other address or facsimile transmission number as any party may, from time to time, designate in the manner set out above. Any such notice or communication will be considered to have been received:

- (a) if delivered by hand during business hours on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day; and
- (b) if sent by facsimile transmission during business hours on a Business Day, upon the sender receiving confirmation of the transmission, and if not transmitted during business hours, upon the commencement of business hours on the next Business Day following confirmation of the transmission.

6.2 Entire Agreement

Unless otherwise stated in this Agreement, this Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any representation except as expressly set out in this Agreement.

6.3 Waiver

The failure of any party to exercise any contractual right or remedy will not constitute a waiver thereof and no waiver will be effective, unless it is communicated in writing to the other party. A waiver of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other breach of this Agreement.

6.4 No Partnership or Agency

Nothing in this Agreement will be construed as creating a partnership or as constituting Design-Builder as an agent of the Owner. Design-Builder will not hold itself out as having any authority or power to bind the Authority in any way.

6.5 Remedies Cumulative

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

6.6 Subcontracting

Design-Builder will not subcontract any portion of the Early Works to any other person without the prior consent of the Owner.

6.7 No Commitment to Enter into the Project Agreement

The Owner is not committed in any way by the terms of this Agreement to enter into the Project Agreement and will be under no obligation to Design-Builder to proceed with the procurement of the Project.

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6.8 Further Assurances

Each of the parties and their administrators, successors and permitted assigns will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be reasonably necessary from time to time in order to give full effect to this Agreement.

6.9 Amendment

None of the terms, conditions or provisions of this Agreement will be held to have been changed, waived, varied, modified or altered by any act or knowledge of any party, their respective agents, servants, or employees unless done in writing signed by the party intending to give a waiver, in the case of a waiver, and signed by each party in the case of any intended change, variation, modification or alteration of this Agreement.

6.10 Records and Audit

In order to provide data for the calculation of any part of the Early Works Price on a time basis, the Design-Builder shall keep detailed records of hours worked, salaries paid and disbursements incurred in performing the Early Works. The Owner may, on reasonable notice, inspect and audit the books, payrolls, accounts and records of the Design-Builder with respect to any item or items for which the Design-Builder has been or seeks to be compensated under this Agreement.

6.11 Time of the Essence

Time will be the essence of this Agreement and of every part hereof.

6.12 Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together will constitute one and the same instrument.

6.13 Delivery by Fax

Any party may deliver an executed copy of this Agreement by fax but that party will immediately dispatch by delivery in person to the other parties an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

<p>REGIONAL MUNICIPALITY OF DURHAM [PREFERRED PROPONENT]</p> <p>Per:</p> <p>_____</p> <p>Authorized Signatory</p>	<p>[PREFERRED PROPONENT]</p> <p>Per:</p> <p>_____</p> <p>Authorized Signatory</p>
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EARLY WORKS AGREEMENT APPENDIX 1**SCOPE OF WORK**

The Early Works shall consist of the following elements:

1. Refine Architectural Design

The RFP requires proponents to propose a basic Facility design. The RFP provides Proponents a cash allowance of **\$9,000,000.00 for the** Preferred Proponent to develop architectural enhancements to their basic design to accommodate local requirements.

Under this Early Works task, the Preferred Proponent will develop, in co-operation with the Owner, the final architectural design for the Facility. The activities within this task include:

- (a) Preparation and submission of drawings illustrating three (3) alternate proposed designs for the Facility;
- (b) Review of these designs with the Owner and local stakeholders and formulation of a preferred architectural design; and
- (c) Preparation of a final set of drawings and a three dimensional model illustrating the preferred architectural design of the Facility.
- (d) Based on the preferred architectural design, complete a visual assessment and submit as a package forming part of the EPA application

2. Complete Approvals Applications

The Preferred Proponent shall conduct the work and obtain all necessary approvals for the Facility. This shall include the following:

- (a) collaboration with Regional staff in the development of all approvals submissions;
- (b) joint negotiations with the Owner and regulatory agencies; and,
- (c) Payment of application processing fees.

All applications shall indicate the Regions as Owner.

3. Local Municipal Approvals Applications

The Preferred Proponent shall complete all required information required to support local municipal approvals. Local municipal approvals undertaken as part of the Early Works shall include:

- (a) Official Plan Amendment Applications;
- (b) Site Plan Approvals including:

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- (i) Traffic impact assessments;
- (ii) Road needs study;
- (iii) Site servicing studies; and,
- (iv) Conservation Authority approvals.

4. Support with Other Studies

In addition to the studies discussed above, the EA/EPA consulting team and other consultants will be undertaking additional site-specific studies. These studies include a Traffic Impact Assessment, site servicing (water, sewer, gas) studies, archaeological and other potential studies. The Preferred Proponent will provide technical details on their proposed Facility as required to support these studies.

5. Support Approval Applications

The Preferred Proponent shall make all required submissions, provide support for the submitted applications and obtain all required approvals related to the Facility. Following the submission of the appropriate approvals applications, the Preferred Proponent will work with the appropriate regulatory authorities to respond to any questions, attend meetings, provide additional information and generally provide support so that the required approvals are obtained in a timely fashion.

6. MOE Certificates of Approval

It is anticipated that the Facility will require MOE Certificates of Approval for Air (sect. 9 EPA), Stormwater (sect. 53 OWRA) and Waste (Part V EPA). During the preparation of the RFP the Owner met with representatives of MOE and incorporated potential MOE requirements into the RFP documents. The Preferred Proponent will work with the Owner in negotiating the final details associated with these conditions.

7. Electrical Interconnections Approval

Approvals from a variety of electrical utility authorities are required in order to connect to the electrical grid to sell power and to supply power to the Facility. These authorities include, but are not limited to, Hydro One Networks Inc. and the Independent Electrical System Operator (IESO). As there is considerable lead-time associated with obtaining these approvals, the Hydro One FORM B and the IESO System Impact Assessment applications have been submitted by Durham.

The Preferred Proponent will be required to amend these applications to incorporate to the specific technical details of their proposed electrical equipment and interconnect. The Preferred Proponent will be required to address any issues regarding electrical interconnection with the grid and obtain the required approvals.

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8. Local Municipal (the Municipality of Clarington) Approvals

Although the Facility will be located on land owned by the Owner, the Municipality of Clarington municipal land use related approvals will be required.

Following the submission of the appropriate approvals applications, the Preferred Proponent will work with the appropriate regulatory authorities to respond to any questions, attend meetings, provide additional information and generally provide support so that the required approvals are obtained in a timely fashion.

The Preferred Proponent, supported by the Owner, will be responsible for obtaining site plan approval. This may also include obtaining required official plan amendments and zoning approvals.

9. Other Approvals

The Preferred Proponent will be responsible for obtaining any other required approvals.

10. Participate in Public Meetings

Proponents shall include an allowance for preparation for attending and participating in 10 public meetings including presentations to Committees and Council for the purpose of reporting on the progress of the Early Works and discussing the approvals for the Facility.

EARLY WORKS AGREEMENT APPENDIX 2

EARLY WORKS SCHEDULE

TO BE COMPLETED AND SUBMITTED BY PROPONENT

EARLY WORKS AGREEMENT APPENDIX 3

FEEES AND DISBURSEMENTS

TO BE COMPLETED AND SUBMITTED BY PROPONENT ON FORM 2B

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36. APPENDIX F MONTHLY WASTE FORECAST TABLE

EFFECTIVE MONTH	DURHAM 2007 TONNES PER MONTH	E F W TONNES PER MONTH
JAN	9,522	11,464
FEB	7,196	8,664
MAR	8,916	10,735
APR	9,690	11,666
MAY	11,765	14,164
JUN	10,173	12,247
JUL	10,413	12,536
AUG	10,332	12,439
SEP	9,290	11,184
OCT	10,649	12,820
NOV	9,974	12,008
DEC	8,368	10,074
TOTALS	116,285	140,000