

Attachment 1 – Terms and Conditions

Project Schedule: Subject to Council's approval of this report in August, the construction phase of the work will begin in September and construction of the new anaerobic digestion system will be completed within 6 months. The remaining work, including repair and re-commissioning of the existing anaerobic digester will follow. All of the new construction and repairs described in this report will be completed within 12 months.

Scope of Work: CCI-TBN shall perform the following work:

- Design, construct and commission a new odour treatment system consisting of an enclosed, inorganic medium biofilter with a 40 metre stack to aid dispersion;
- Decommission and remove the existing biofilter upon successful commissioning of the new odour treatment system;
- Design, construct and commission a new anaerobic digestion system with a new anaerobic digestion tank with a minimum total volume of 5,400 and able to contain a minimum of 5,300 cubic metres of liquid, complete with a new biogas mixing system;
- Relocate and re-commission the existing biogas flare;
- Empty, clean and inspect the existing anaerobic digestion vessel and to replace the roof scrim and repair other deficiencies revealed by the inspection and to re-commission the existing anaerobic digester; and
- Construct a new secondary containment structure surrounding the location of the existing and new anaerobic digestion vessels.

Services to be Provided by the City: The City shall perform the following for the work:

- Secure all necessary approvals under the Environmental Protection Act and obtain Site Plan approval;
- Haul and manage the organic medium material from the decommissioned existing biofilter; and
- Haul and manage the clean fill material from the demolition of the existing containment berm around the existing anaerobic digestion vessel.

Payment: CCI-TBN shall be paid on a lump-sum basis pursuant to the City's standard payment provisions.

Use of Site: CCI-TBN's occupancy of the Site and the DOPF shall be in the nature of a licence within the limits of the Site shown in Attachment 2, without exclusive possession, provided that CCI-TBN shall have access to and control of the DOPF to the extent reasonably necessary to perform the obligations under this Agreement.

Permits, Licenses and Approvals: CCI-TBN shall be responsible, at its sole expense, for obtaining and maintaining any permits, licences and approvals necessary for the Work with the exception of those permits noted in the Services to be Provided by the City.

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Security: CCI-TBN shall provide a Performance Bond and a Labour & Materials Bond, each in the amount of 50% of the Agreement, in a form satisfactory to the City's Insurance and Risk Management Division.

Insurance: CCI-TBN shall take out liability insurance, in a form and content satisfactory to the City, together with such other forms of insurance required by the City's Insurance and Risk Management Division.

Indemnification: The City shall not be liable whatsoever for any death, injury, loss of property, or damage to property located at the Dufferin Organics Processing Facility. CCI-TBN shall fully indemnify and save harmless the City and shall release and forever discharge the City from any actions, claims, costs, damages, losses whatsoever, howsoever caused.

Standard Construction Terms and Conditions: The City's standard General Conditions of Contract and Specific Conditions of Contract that is used for all of the City's construction projects shall be applicable to this Agreement.