

## FORM A-1 – MASTER RFQ SUBMISSION FORM

Name of Proponent: \_\_\_\_\_

Name of Proponent Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City / Province / Postal: \_\_\_\_\_

Proponent Representative

Contact Individual: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

The above named Proponent Representative hereby declares on its own behalf and, for clarity, on behalf of all Proponent Team Members that:

- (a) it has the power and authority to bind the Proponent for the purpose of the Request for Qualification (RFQ);
- (b) the Proponent is:
  - ☐ a sole proprietor
  - ☐ a limited liability or general partnership
  - ☐ a corporation
  - ☐ a joint venture
  - ☐ other \_\_\_\_\_
- (c) the Proponent is at least 51% owned by one or more Indigenous persons of Canada:
  - ☐ YES, 51% or more indigenous ownership
  - ☐ NO, it is not

The Indigenous self-declaration is being gathered for statistical purposes only and will not be used for purposes of evaluation.

carrying on business under the above mentioned name of Proponent;

- (d) it acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFQ;
- (e) the Proponent agrees to comply with and be bound by the requirements, terms and conditions contained in the RFQ;
- (f) the Proponent acknowledges its obligations regarding Confidential Information contained in B18 of the RFQ and agrees to be, bound by such terms, irrespective of whether the Proponent, potential Proponent Team Members or Proponent Team Members submit a Qualification Submission in the RFQ Process or are invited to submit or submit a proposal in the subsequent RFP Process for the Project;
- (g) the information submitted in the Qualification Submission or otherwise related to the RFQ is accurate;
- (h) the information required by the RFQ has been provided in the Qualification Submission;
- (i) the Proponent recognizes that subject to provisions of B18, the information submitted will be treated as confidential and will be used only to establish the list of Prequalified Proponents based on the RFQ;

- (j) the Proponent agrees that the information submitted may be clarified, verified and investigated by the City and that pertinent information may be obtained and hereby consent to such clarification, verification and investigation;
- (k) the Proponent agrees that the City is not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any Qualification Submission;
- (l) the Proponent understands that any omission or failure to substantially complete the Qualification Submission or failure to substantially comply with a requirement included in the RFQ may result in the Proponent being disqualified;
- (m) the Proponent understands that it must submit a substantially complete Qualification Submission in accordance with the timelines and requirements of the RFQ and a failure to do so may result in disqualification of the Proponent;
- (n) the Proponent understands that the RFQ is not an offer to enter into any contract of any kind whatsoever and is not intended to create a bidding contract (often referred to as "Contract A");
- (o) the Proponent understands that the RFQ does not constitute any offer of work by the City;
- (p) the Proponent acknowledges B17 of the RFQ and understands that the Proponent may be disqualified if the Proponent or any Proponent Team Member breaches the provisions of B17, or has been convicted of carrying out inappropriate bidding or procurement practices or engaging in unethical behaviour in relation to a procurement process in Canada;
- (q) the Proponent confirms that the Proponent and each Proponent Team Member has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFQ Process, and there are no charges or investigations by a public body or convictions related to inappropriate bidding practices or unethical behaviour by the Proponent or any Proponent Team Member in relation to a tender or procurement in any Canadian jurisdiction that:
  - (i) are related to the Project;
  - (ii) may compromise the reputation or integrity of the City so as to affect public confidence in the Project; or
  - (iii) would contravene any applicable law or could have a material adverse effect on the Proponent or any Proponent Team Member in a way which could impair the Proponent or any Proponent Team Member's ability to perform its obligations under the Design-Build Agreement (DB Agreement);
- (r) The Proponent certifies that the following Addenda have been received by the Proponent and agrees that they shall be deemed to form a part of its Qualification Submission:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**[NOTE TO PROPONENTS: Proponents to list and date all Addenda to the RFQ issued by the City as part of the RFQ Process]**

- (s) this Form A-1 – Master RFQ Submission Form has not been modified in any manner, except to include the Proponent's required information and the Addenda information required by this Form.

In witness whereof, the Proponent Representative has executed this Form A-1 – Master RFQ Submission Form as of the date indicated below.

Date: \_\_\_\_\_

**Proponent Representative**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

I/We have authority to bind the Proponent Representative and to bind the Proponent and each Proponent Team Member.

### FORM A-2 – PROPONENT TEAM MEMBER CONSENT DECLARATION

I, \_\_\_\_\_, am an authorized officer or director of \_\_\_\_\_  
("Proponent Team Member") and confirm for and on behalf of the Proponent Team Member and without  
any personal liability that:

- (a) the Proponent Team Member has read and understands the RFQ and acknowledges  
that all terms not otherwise defined herein shall have the meaning given to them in the  
RFQ;
- (b) the Proponent Team Member agrees to be bound by the requirements of the RFQ;
- (c) the Proponent Team Member consents to its inclusion as a member of the Proponent;
- (d) the Proponent Team Member confirms that the Qualification Submission accurately  
reflects the qualifications of the Team Member;
- (e) the Proponent Team Member consents to the City performing reference checks in  
accordance with the RFQ;
- (f) the Proponent Team Member understands and accepts the obligations imposed on it  
as a result of the Qualification Submission; and

I declare that this Form A-2 – Proponent Team Member Consent Declaration has not been modified in  
any manner, except to complete the required information.

In witness whereof, the Proponent Team Member has executed this Form A-2 – Proponent Team  
Member Consent Declaration as of the date indicated below.

Date: \_\_\_\_\_

#### Proponent Team Member

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/We have authority to bind the Proponent  
Team Member.

### FORM A-3 – CONFLICT OF INTEREST, CONFIDENTIAL INFORMATION AND LITIGATION DECLARATION

**[NOTE TO PROPONENTS: Notwithstanding the submission of this Declaration, Conflicts of Interest must be disclosed to the Contact Person as soon as one is discovered by the Proponent or a Proponent Team Member.]**

This Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration is delivered pursuant to the RFQ. All terms not otherwise defined herein have the meaning given to them in the RFQ.

Notwithstanding the existence of and/or submission of this Declaration, the Proponent hereby acknowledges B17 and the Proponent's obligation to continue to declare all Conflicts of Interest as soon as one is discovered and is under a continuing obligation to disclose all Conflicts of Interest that exist or may exist in the future.

The Proponent Representative hereby declares on behalf of the Proponent, the Proponent Team Members and the Key Individuals that:

1. There is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting the Qualification Submission. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a list and explanation of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or which may appear as a potential Conflict of Interest or unfair advantage in the Proponent submitting the Qualification Submission

2. We have no knowledge of or the ability to avail ourselves of Confidential Information (other than Confidential Information which may have been disclosed by the City to the Proponents in the normal course of the RFQ that is or was relevant to the Project or the RFQ evaluation process. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

3. Neither the Proponent, the Proponent Team Members, nor any Key Individual are the subject of any adverse ruling or conviction determined in the last ten (10) years involving fraud, fraudulent misrepresentation or professional misconduct. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

4. Neither the Proponent, the Proponent Team Members nor any Key Individual are involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:
- a) is against or involving the City; or ☐ True ☐ Not True
  - b) may materially adversely affect the Proponent's, the Proponent Team Member's or the Key Individual's ability to participate in the Project; or ☐ True ☐ Not True
  - c) may materially adversely affect the City's reputation or Project procurement process if the City selects the Proponent as a Prequalified Proponent. ☐ True ☐ Not True

If the answer to any of the above statements is "Not True", attach, on a separate page, a brief explanation and include the following information: (1) plaintiff name; (2) defendant name; (3) year litigation initiated; (4) disputed amount (\$CAD); and (5) nature of dispute.

5. This Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration has not been modified in any manner, except to complete the required information.
6. Full disclosure of the requirements set out in the RFQ has been made.

In witness whereof, the Proponent Representative has executed this Form A-3 – Conflict of Interest, Confidential Information and Litigation Declaration as of the date indicated below.

Date: \_\_\_\_\_

**Proponent Representative**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

I/We have authority to bind the Proponent Representative and to bind the Proponent and each Proponent Team Member.

**FORM C-1 – PROPONENT REPRESENTATIVE AND PROPONENT REPRESENTATIVE CONTACT INDIVIDUAL**

<b>Name of Proponent:</b>	<i>e.g. ABC Joint Venture</i>	
<b>Proponent Representative – Details</b>		
<b>Name of Proponent Representative:</b>	<i>i.e. Business organization (e.g. XYZ Canada Ltd)</i>	
<b>Proponent Representative Mailing Address:</b>	Address	
	City	
	Province/State	
	Postal Code	
	Country	
<b>Proponent Representative Telephone Number:</b>		
<b>Proponent Representative Fax Number:</b>		
<b>Proponent Representative E-Mail Address:</b>		
<b>Proponent Representative Web-site Address:</b>		
<b>Proponent Representative Contact Individual – Details</b>		
<b>Name:</b>	<i>e.g. John Doe, PMP</i>	
<b>Title:</b>	<i>e.g. Partner</i>	
<b>Company:</b>	<i>e.g. XYZ Canada Ltd</i>	
<b>Mailing Address:</b>	Address	
	City	
	Province/State	
	Postal Code	
	Country	
<b>Telephone Number:</b>		
<b>Fax Number:</b>		
<b>E-mail Address:</b>		

FORM C-2 – PROPONENT AND PROPONENT TEAM LEADS COMPOSITION

Name of Proponent: (e.g. ABC Joint Venture or ABC Construction Ltd)

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Company / Firm Name	Role	Equity Participation (%)	Summary Scope of Work / Responsibilities	Proponent Company Contact
List each Person(s) comprising the Proponent and each Person(s) comprising Proponent Team Leads				
e.g. XZY Canada Ltd	Proponent in ABC Joint Venture	50%	Responsible as a potential Design Builder to manage the Project	John Doe, PMP / senior vice president
e.g. PQR Inc.	Proponent in ABC Joint Venture	50%	Responsible as a potential design builder to manage the Project	James Roe, Principal
e.g. XZY Canada Ltd	Project Management Team Lead Member	0%	Responsible for overseeing Project Management for the project	John Doe, PMP / senior vice president
e.g. XZY Canada Ltd	Design Team Lead Member	0%	Responsible for overseeing all Design for the project	John Doe, PMP / senior vice president
e.g. XZY Canada Ltd	Construction Team Lead Member	0%	Responsible for overseeing all the Construction for the project	John Doe, PMP / senior vice president
e.g. XZY Canada Ltd	Commissioning Team Lead Member	0%	Responsible for overseeing all the Commissioning for the project	John Doe, PMP / senior vice president



### FORM C-3 – PROPONENT TEAM MEMBERS ROLES AND RESPONSIBILITIES

<b>Team Member Name:</b>	<i>Indicate name of business organization</i>	
<b>No. of Years in Business:</b>		
<b>Average Volume of Work:</b>	<i>Include the average volume of work in the last five (5) years</i>	
<b>Number of Employees:</b>	<i>Indicate the total number of employees globally</i>	
<b>Office Location:</b>	<i>Indicate the corporate office and other office locations (if any)</i>	
<b>Role in DB of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project:</b>	<i>Indicate the proposed role on the DB of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project e.g. Construction Team Lead/ Design Team Lead/ etc.</i>	
<b>Summary Scope of Services:</b>	<i>Indicate the aspect of the Project the Proponent Team Member will be involved in e.g SCADA system integration, PLC replacement, etc.</i>	
<b>Member Scope as % of Total Project Cost:</b>	%	
<b>Mailing Address:</b>	Address	
	City	
	Province/State	
	Postal Code	
	Country	
<b>Telephone Number:</b>		
<b>Fax Number:</b>		
<b>E-mail Address:</b>		
<b>Website Address:</b>		
<b>Main Contact Individual:</b>		
<b>Mailing Address:</b>	Address	
	City	
	Province/State	
	Postal Code	
	Country	
<b>Telephone Number:</b>		
<b>Fax Number:</b>		
<b>E-mail Address:</b>		
<b>Website Address:</b>		
<b>Main Contact Individual:</b>		

FORM C-4 – PROPONENT TEAM MEMBER(S) – LEGAL STATUS

Name of Proponent / Proponent Team Member(s): \_\_\_\_\_

Type of Entity:	Corporation, Partnership, Joint Venture, etc.
Legal Name:	
Jurisdiction of Incorporation / Registration:	
Registration No.:	
Year of Incorporation / Registration:	
Registered Address:	
Current Trading / Business Name:	
For Privately Held Corporation, Provide Director List:	
For Subsidiary Corporation, Provide Parent Name:	

**FORM C-5 – PROPONENT/PROponent TEAM – ENGINEER OF RECORDS**

Name of Proponent: \_\_\_\_\_

[illegible]

## FORM D-1 – PAST PROJECT EXPERIENCE

<b>Name of Organization:</b>	<i>e.g. XYZ Canada Ltd</i>
<b>Proposed Role on DB of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project:</b>	<input type="checkbox"/> Proponent <input type="checkbox"/> Project Management Team Lead <input type="checkbox"/> Design Team Lead <input type="checkbox"/> Construction Team Lead <input type="checkbox"/> Commissioning Team Lead
<b>Past Project Owner:</b>	<i>e.g. City of Winnipeg</i>
<b>Past Project Name:</b>	
<b>Delivery Method:</b>	<i>e.g. DB, DBFM, DBFOM, etc.</i>
<b>Past Project Overall Scope Description:</b>	
<b>Relevance of Past Project to this Project:</b>	<i>Indicate how this past project is relevant to the DB of the City of Winnipeg Regional Water Distribution System SCADA System Upgrade, PLC Replacement and Power Reliability Upgrades Project based on the criteria provided in B33 size, type, challenges, location, etc. – list all relevant items.</i>
<b>Proponent/ Proponent Team Members Role and Responsibility on Past Project:</b>	
<b>Past Project Location:</b>	<i>Include City, Province / State, Country</i>
<b>Total Project Schedule Dates (Start–Finish), Duration (months) and % Complete:</b>	
<b>Total Contract Value: Original vs. Final; Explain Difference</b>	
<b>Your Work Schedule Dates: Start–Finish, Duration (months) and % Complete</b>	<i>Include anticipated project schedule and actual project delivery schedule, showing design schedules and the construction schedules and provide the reasons for any discrepancies between the two (if any).</i>
<b>Your Contract Cost: Original vs. Final, and Explain Difference</b>	<i>Provide the value of the scope of your assignment and the value of the construction. Identify the amount of scope changes and the reasons for changes greater than 10%.</i>
<b>Name(s) of other Proponent Team Member(s) involved in project and their Roles:</b>	
<b>Accomplishments on Past Project that may relate to this Project:</b>	
<b>Past Project Client Reference:</b>	Reference Name:
	Title:
	Role on/Relation to Project:
	Phone No.:
	Email:

## FORM E-1 – KEY INDIVIDUAL QUALIFICATIONS AND EXPERIENCE

<b>Key Individual's Name:</b>	John Doe
<b>Current Employer – Proponent / Proponent Team Member:</b>	e.g. XYZ Canada Ltd – Proponent or XYZ Canada Ltd – Construction Team Member
<b>Education, Professional Licenses / Certifications &amp; Specialized Training (Include Institutions, Certifying Agency &amp; License / Cert. Numbers):</b>	e.g. P.Eng., PE, PMP etc., trained in confined space entry
<b><u>Planned</u> Assignment of Key Individual on <u>this</u> Project: (Time period / Months):</b>	
<b><u>Proposed</u> Role &amp; Scope of Responsibility on <u>this</u> Project:</b>	
<b>Years of Experience:</b> <ul style="list-style-type: none"> <li>with Current Employer:</li> <li>with Named Previous Employers Last ten (10) years:</li> <li><b>Applicable to <u>this</u> Project:</b></li> <li>Total Years of Experience:</li> </ul>	
<b>Project 1</b>	
<b>Name and Description of <u>Past</u> Project:</b>	
<b>Role and Responsibility of Key Individual on <u>Past</u> Project:</b>	
<b>Period / Time (Months) Assigned on <u>Past</u> Project:</b>	
<b>Client Reference for <u>Past</u> Project:</b>	Client Name:
	Reference Contact Name:
	Title:
	Reference Role on Past Project:
	Location:
	Phone No.:
	Email:

Project 2	
<b>Name and Description of <u>Past</u> Project:</b>	
<b>Role and Responsibility of Key Individual on <u>Past</u> Project:</b>	
<b>Period / Time (months) Assigned on <u>Past</u> Project:</b>	
<b>Client Reference for <u>Past</u> Project:</b>	Client Name:
	Reference Contact Name:
	Title:
	Reference Role on Past Project:
	Location:
	Phone No.:
	Email:

### FORM G-1 – FINANCIAL ORGANIZATION CREDIT REFERENCE FORM

Business Organization that Credit Reference is for: \_\_\_\_\_

Name of Financial Organization: \_\_\_\_\_

Length of Time as a Bank Client and Details of Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Please answer the following questions. If any answer to questions 1-6 below is yes, provide a summary description following the applicable question.

1. Has your financial organization extended credit to the business organization in the past five (5) years?  
Yes / No

2. Has the business organization ever defaulted on a loan with your institution?  
Yes / No

3. Has the business organization's credit history included any instances of delinquent payments?  
Yes / No

4. To your knowledge, has the business organization ever filed for bankruptcy or been involved in any bankruptcy proceedings?  
Yes / No

5. To your knowledge, have any of the corporate officers of the business organization ever been in default on a loan?  
Yes / No

6. To your knowledge, has any creditor ever filed any criminal charges against the business organization?  
Yes / No

7. Please discuss any other questions or issues that have been identified in any financial due diligence evaluation or credit check performed by your institution on the business organization. If none, so state:

\_\_\_\_\_

8. Overall, how would you rank the financial stability or credit worthiness of the business organization (e.g. excellent, good, satisfactory, below average, poor)? \_\_\_\_\_

Name of Financial Organization Contact Individual: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## FORM G-2 – FINANCIAL STATEMENT NON-DISCLOSURE AGREEMENT

### THIS AGREEMENT

#### BETWEEN:

\_\_\_\_\_,  
(the "Disclosing Party"),

**OF THE FIRST PART,**

- and -

**THE CITY OF WINNIPEG**  
(the "City"),

**OF THE SECOND PART.**

**REFERENCE:** Request for Qualification No.706-2017A (the "RFQ")

**WHEREAS** Disclosing Party, being a Proponent to the RFQ, has delivered its Qualification Submissions to the City in respect of the RFQ;

**AND WHEREAS** Disclosing Party desires, in accordance with B37 of the RFQ, that City retain in confidence the Confidential Information in accordance with this Agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement, Disclosing Party and City, intending to be legally bound, hereby agree as follows:

**1. Definitions:** In this Agreement the following terms shall have the following meanings:

- a) "Agreement" means this agreement.
- b) "Disclosing Party" means the Person named as such above.
- c) "Confidential Information" means: current credit rating report submitted by the Proponent in its Qualifications Submission in respect of B36.3(a), financial statements submitted by the Proponent in its Qualification Submission in respect of B36.3(b), details of material off-balance sheet financial arrangements submitted by the Proponent in its Qualification Submission in respect of B36.3(c), the completed Form G-1 – Financial Organization Credit Reference Form submitted by the Proponent in its Qualifications Submission in respect of B36.3(d), details of any material events that may affect the Proponent or Proponent Team Lead financial standing submitted by the Proponent in its Qualification Submission in respect of B36.3(e), details of any bankruptcy, insolvency, company creditor arrangement or other information submitted by the Proponent in its Qualification Submission in respect of B36.3(f), letter of reference from a Surety submitted by the Proponent in its Qualification Submission in respect of B36.3(g)(i), and letter of reference from a financial institution indicating the ability to obtain a performance security submitted by the Proponent in its Qualification Submission in respect of B36.3(g)(ii).
- d) "Effective Date" means the day and date this Agreement is executed by City.
- e) "Permitted Use" means evaluation of the Proponent's Qualification Submissions as contemplated in the RFQ.
- f) "Person" shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.
- g) "Proponent" has the meaning given in the RFQ.
- h) "Qualification Submissions" has the meaning given in the RFQ.
- i) "RFQ" has the meaning given above.
- j) "Third Party" means any Person other than City or Disclosing Party.

**2. Use of Confidential Information:** Subject to the terms and conditions of this Agreement, City may use the Confidential Information for the Permitted Use and for no other purpose whatsoever.



- 3. Restrictions:** Subject to the terms and conditions of this Agreement, City agrees that:
  - a) Confidential Information shall be kept in the strictest confidence, and shall not be disclosed to any Third Party;
  - b) City shall restrict access to Confidential Information only to its employees, agents, contractors and professional advisors with a need to know to carry out the Permitted Use, and prior to disclosing same, each such Person shall be made aware of the terms and conditions of this Agreement; and
  - c) City shall cause each such Person to whom Confidential Information is disclosed to observe the terms of this Agreement, and shall be responsible for any breach of the terms of this Agreement by it or any such Person.
- 4. Exclusions:** Confidential Information does not include information that:
  - a) is in or becomes part of the public domain without breach of this Agreement;
  - b) is previously known by City independently prior to initial disclosure by Disclosing Party or later if independently developed by City without use of Confidential Information;
  - c) is lawfully received from a Third Party which has no obligation of confidence; or
  - d) is required to be disclosed under legal process.
- 5. Disclosure:** In the event that City or any Person referred to in Section 3(b) to whom Confidential Information is provided becomes subject to a demand for discovery or disclosure of Confidential Information under legal process, it shall provide Disclosing Party with prompt notice (except where prohibited by law from doing so) so that Disclosing Party may at Disclosing Party's sole discretion seek a protective order or other appropriate remedy or otherwise waive the requirements of this Agreement. In the event that the requirements of this Agreement are not waived, or such protective order or other remedy is not obtained, or in cases where legal process requires City or such Person to immediately comply, City or such Person shall furnish only that portion of the Confidential Information in respect of which City or Person is required to disclose.
- 6. Term and Termination:** This Agreement will be effective as of the Effective Date and shall expire, subject to earlier termination, two (2) years from and after the Effective Date. Either party may, on thirty (30) days' written notice to the other party, terminate this Agreement. City's obligations under this Agreement shall continue until the day that is three (3) years after the expiration or earlier termination, as the case may be, of this Agreement.
- 7. Return of Confidential Information:** City shall promptly, on notice from Disclosing Party, return to Disclosing Party, or destroy, any and all Confidential Information in accordance with Disclosing Party's direction. Notwithstanding the foregoing, City may retain one (1) copy of the Confidential Information for regulatory and legal purposes.
- 8. Equitable Remedies:** City acknowledges and agrees that a breach of any term or condition of this Agreement shall cause irreparable harm to Disclosing Party which cannot be adequately compensated for in damages, and accordingly City agrees that Disclosing Party shall be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing breach of this Agreement.
- 9. Enurement:** This Agreement shall be binding and shall enure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.
- 10. Governing Law and Interpretation:** This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or Federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement. The recitals hereof form an integral part of this Agreement.
- 11. Severability:** If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.

- 12. No Waiver:** No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach thereof.
- 13. Amendments:** No amendment or change or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
- 14. Assignment:** Neither party shall assign this Agreement without first having obtained the prior written consent of the other party. No assignment of this Agreement shall operate so as to relieve the assignor from any obligation of this Agreement.
- 15. No Authority:** This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture, between City and Disclosing Party. Disclosing Party has no authority whatsoever to make any representation in respect of, enter any commitment on behalf of, or incur any liability for or on behalf of, City, or to bind or purport to bind City to any Third Party in any way whatsoever.
- 16. Further Acts and Assurances:** Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.
- 17. Opportunity to Negotiate:** Both parties have had the opportunity to negotiate, review and comment upon this Agreement, and obtain independent legal advice with respect to the content, meaning, and legal effect of this Agreement.
- 18. Counterparts:** This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement, in the manner appropriate to each, as of the Effective Date.

Signed and Delivered	)	_____ (Disclosing Party)
in the presence of:	)	
	)	
_____	)	_____
<i>Witness (if no corporate seal)</i>	)	<i>(signature of authorized officer)</i>
	)	
	)	
	)	_____
	)	<i>(Print Name and Title)</i>
	)	
	)	
_____	)	_____
<i>Witness (if no corporate seal)</i>	)	<i>(signature of authorized officer)</i>
	)	
	)	
	)	_____
	)	<i>(Print Name and Title)</i>

**We have authority to bind the Disclosing Party**

**THE CITY OF WINNIPEG**

Per: \_\_\_\_\_  
Director of Water and Waste

Per: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_, 2018 (the "Effective Date")

Certified as to Contract Details:

Legally Reviewed and Certified as to Form:

\_\_\_\_\_  
Manager of Engineering  
Water and Waste Department

\_\_\_\_\_  
*for* Director of Legal Services and City  
Solicitor

Reviewed as to Business Terms:

\_\_\_\_\_  
Manager of Engineering  
Water and Waste Department

## FORM H-1 – PROPONENT/PROPONENT TEAM LEADS BUSINESS INFORMATION IDENTIFICATION

<b>Name of Proponent:</b>	
<b>Proponent Entity (Corporation, Partnership, Joint Venture, etc.):</b>	
<b>Project Management Team Lead(s) Name(s):</b>	
<b>Design Team Lead(s) Name(s):</b>	
<b>Construction Team Lead(s) Name(s):</b>	
<b>Commissioning Team Lead(s) Name(s):</b>	