

FORM A-1 – MASTER STEP 1 SUBMISSION FORM

Name of Proponent: _____

Name of Proponent Representative: _____

Address: _____

City / Province / Postal: _____

Proponent
Representative Contact: _____

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 RFP Step 1;

(b) the Proponent is a:

- ☐ a sole proprietor
☐ a limited liability or general partnership
☐ a corporation
☐ a joint venture
☐ Other _____

carrying on business under the above-mentioned Proponent name;

- (c) it acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFP Step 1;
- (d) the Proponent agrees to comply with and be bound by the requirements, terms and conditions contained in the RFP Step 1;
- (e) the Proponent acknowledges its obligations regarding confidential information contained in D7 of RFP Step 1 and agrees to be, bound by such terms, irrespective of whether the Proponent, potential Proponent Team Members or Proponent Team Members submit a Step 1 Submission in the RFP Step 1 Process or are invited to submit or submit a proposal in the subsequent Request for Proposals process for the Project;
- (f) the information submitted in the Step 1 Submission or otherwise related to the RFP Step 1 is accurate and complete;
- (g) the information required by the RFP Step 1 has been provided in the Step 1 Submission;
- (h) the Proponent recognizes that subject to provisions of D7.5 of RFP Step 1, the information submitted will be treated as confidential and will be used only to establish the list of Shortlisted Proponents based on the RFP Step 1;

- (i) 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;
- (j) the Proponent agrees that the City is not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any Step 1 Submission;
- (k) the Proponent understands that any omission or failure to substantially complete the Step 1 Submission or failure to substantially comply with a requirement included in the RFP Step 1 may result in the Proponent being disqualified;
- (l) the Proponent understands that it must submit a substantially complete Step 1 Submission in accordance with the timelines and requirements of the RFP Step 1 and a failure to do so may result in disqualification of the Proponent;
- (m) the Proponent understands that the RFP Step 1 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");
- (n) the Proponent understands that the RFP Step 1 does not constitute any offer of work by the City;
- (o) the Proponent acknowledges D8 of RFP Step 1 and understands that the Proponent may be disqualified if the Proponent or any Proponent Team Member breaches the provisions of D8 of RFP Step 1, 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;
- (p) 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 Step 1 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 Development Phase Agreement or the Project Agreement;
- (q) 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 Step 1 Submission:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

[NOTE TO PROPONENTS: Proponents to list and date all Addenda to RFP Step 1 issued by the City as part of the Step 1 Process]

this Form A-1 – Master Step 1 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 Step 1 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 – STEP 1 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 RFP Step 1 and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFP Step 1;
- (b) the Proponent Team Member agrees to be bound by the requirements of the RFP Step 1;
- (c) the Proponent Team Member consents to its inclusion in the Proponent's Step 1 Submission;
- (d) the Proponent Team Member confirms that the Step 1 Submission accurately reflects the qualifications of the Proponent Team Member;
- (e) the Proponent Team Member consents to the City performing reference checks in accordance with the RFP Step 1;
- (f) the Proponent Team Member understands and accepts the obligations imposed on the Proponent and itself through the Proponent, as a result of the Step 1 Submission; and
- (g) declares that this Form A-2 – Step 1 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 – Step 1 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 – STEP 1 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 Contract Person as soon as one is discovered by the Proponent or a Proponent Team Member.]

This Form A-3 – Step 1 Conflict of Interest, Confidential Information and Litigation Declaration is delivered pursuant to the RFP Step 1. All terms not otherwise defined herein have the meaning given to them in the RFP Step 1.

Notwithstanding the existence of and/or submission of this declaration, the Proponent hereby acknowledges D8 of RFP Step 1 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 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 Step 1 Submission. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach:

- a. 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 Step 1 Submission and/or
- b. all correspondence related to any Conflict of Interest information which was submitted to the Contact Person prior to the Submission Deadline in accordance with D8.

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 Request for Proposals) that is or was relevant to the Project or the Request for Proposals 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 nor the Proponent Team Members are the subject of any adverse ruling or conviction determined in the last 5 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 nor the Proponent Team Members 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 or the Proponent Team Member'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 Shortlisted 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 – Step 1 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 RFP Step 1 has been made.

In witness whereof, the Proponent Representative has executed this Form A-3 – Step 1 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 B-1 – PROPONENT REPRESENTATIVE AND PROPONENT REPRESENTATIVE CONTACT INDIVIDUAL

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

FORM B-2 – PROPONENT AND PROPONENT TEAM LEAD(S) MEMBER COMPOSITION

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

Company / Firm Name	Role	Anticipated Equity Participation (%)	Summary Scope of Work/ Responsibilities	Name / Title of Lead Individual
List each person(s) comprising the Proponent and each person(s) comprising Proponent Team Lead Member				
e.g. XYZ Canada Ltd	Proponent in ABC Joint Venture	50%	Responsible as a potential development partner and design builder to manage the Project	John Doe, PMP / senior vice president
e.g. PQR Inc.	Design Team Lead Member	0%	Responsible for overseeing all the design for the Project	James Roe , Principal
e.g. XYZ Canada Ltd	Construction Team Lead Member	0%	Responsible for overseeing all the Construction for the project	John Doe, PMP / senior vice president
e.g. ABC Holdings Ltd.	Proponent Guarantor	60%	Parent Company Guarantor for the Proponent to meet minimum net worth	

FORM B-3 – PROPONENT TEAM MEMBERS ROLES AND RESPONSIBILITIES

Proponent Team Member Name:	<i>Indicate Name of Business organization</i>	
No. of years in Business		
Average Volume of work	<i>Include the average volume of work in the last 5 years</i>	
Number of Employees	<i>Indicate the total number of employees globally</i>	
Office Location	<i>Indicate the corporate office and other office locations (if any)</i>	
Role in NEWPCC Upgrade: Nutrient Removal Facilities Project	<i>Indicate the proposed role on the NEWPCC Upgrade: Nutrient Removal Facilities Project e.g. Construction Team Lead/ Design Team member/ etc.</i>	
Summary Scope of Services	<i>Indicate the aspect of the NEWPCC Upgrade: Nutrient Removal Facilities Project the Proponent Team member will be involved e.g. undertaking piling for the project</i>	
Mailing Address:	Address	
	City	
	Province/State	
	Postal Code	
	Country	
Telephone Number:		
Fax Number:		
E-mail Address:		
Website Address:		
Main Contact Individual:		
Mailing Address:	Address	
	City	
	Province/State	
	Postal Code	
	Country	
Telephone Number:		
Fax Number:		
E-mail Address:		

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

Proponent / Proponent Team Member(s)
Name:

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	
For Subsidiary Corporation, Provide Relationship between the Parent Organization and Proponent Team Member	

NOTE: Complete Form B-4 for every firm or Legal entity that makes up the Proponent or Proponent Team Member (i.e. if the Proponent or Proponent Team Member comprises more than one firm or legal entity)

Form C-1 – Past Project Experience – Project Management Team

Name of Organization:	<i>e.g. AECOM Canada ULC</i>
Project 1	
Past Project Owner and location (City, Province / State, Country):	
Past Project Name:	
Team Member role on Past Project	
Past Project Overall Scope Description:	<i>Provide a narrative describing the project scope in enough detail to indicate how this past project is relevant to the NEWPCC Upgrade: Nutrient Removal Project. At a minimum, the description should include:</i> <ul style="list-style-type: none"> <i>Project sector</i> <i>Flow rates</i> <i>Biological nutrient removal</i>
Total Project Cost	<i>Provide the cost of the past project.</i>
Delivery Method	<i>Collaborative methods: PDB, CMAR, IPD</i> <i>Other alternative methods: DB, DBO, DBFO, DBFOM, or other P3</i>
Past Project Client Reference	Reference Name:
	Title:
	Role on/Relation to Project:
	Phone No.:
	Email:

Form C-2 – Past Project Experience – Design Team

Name of Organization:	<i>e.g. AECOM Canada ULC</i>
Project 1	
Past Project Owner and location (City, Province / State, Country):	
Past Project Name:	
Team Member role on Past Project	
Past Project Overall Scope Description:	<i>Provide a narrative describing the project scope in enough detail to indicate how this past project is relevant to the NEWPCC Upgrade: Nutrient Removal Project. At a minimum, the description should include:</i> <ul style="list-style-type: none"> <i>Project sector</i> <i>Flow rates</i> <i>Biological nutrient removal</i>
Total Project Cost	<i>Provide the cost of the past project.</i>
Delivery Method	<i>Collaborative methods: PDB, CMAR, IPD</i> <i>Other alternative methods: DB, DBO, DBFO, DBFOM, or other P3</i>
Past Project Client Reference	Reference Name:
	Title:
	Role on/Relation to Project:
	Phone No.:
	Email:

Form C-3 – Past Project Experience – Construction Team

Name of Organization:	<i>e.g. AECOM Canada ULC</i>
Project 1	
Past Project Owner and location (City, Province / State, Country):	
Past Project Name:	
Team Member role on Past Project	
Past Project Overall Scope Description:	<i>Provide a narrative describing the project scope in enough detail to indicate how this past project is relevant to the NEWPCC Upgrade: Nutrient Removal Project. At a minimum, the description should include:</i> <ul style="list-style-type: none"> <i>Project sector</i> <i>Flow rates</i> <i>Biological nutrient removal</i>
Total Project Cost	<i>Provide the cost of the past project.</i>
Delivery Method	<i>Collaborative methods: PDB, CMAR, IPD</i> <i>Other alternative methods: DB, DBO, DBFO, DBFOM, or other P3</i>
Past Project Client Reference	Reference Name:
	Title:
	Role on/Relation to Project:
	Phone No.:
	Email:

FORM D-1 –PROPONENT AND PROPONENT TEAM LEAD(S) IDENTIFICATION

Proponent Name	
Proponent Entity (Corporation, Partnership, Joint Venture, etc.)	
Design Team Lead(s) Name(s)	
Construction Team Lead(s) Name(s)	
Project Management Team Lead(s) Name(s)	

FORM D-2 – LICENCED FINANCIAL INSTITUTION CREDIT REFERENCE LETTER
(To be placed on the Licenced Financial Institution's Letterhead)

To:	The City of Winnipeg
From:	<i>(Insert legal name of financial institution)</i>
Proponent:	<i>(Insert legal name of appropriate Person)</i>
Project:	PROGRESSIVE DESIGN BUILD OF NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: NUTRIENT REMOVAL FACILITIES - RFP No. 925-2024A

This letter is provided in connection with the Step 1 Submission by **[Proponent name]** to the City of Winnipeg in response to the Request for Proposal Step 1 ("RFP Step 1") for the Project, specifically the financial institution reference requirement.

We confirm that **[Financial Disclosure Entity name]** is a highly valued client of **[financial institution name]**. We provide confirmation in respect of the following information in accordance with the RFP Step 1:

- Length of banking relationship: The **[Financial Disclosure Entity name]** has been a client of **[financial institution name]** for **[•]** years.
- Nature of business: **[Information on nature of business of the Financial Disclosure Entity with the financial institution]**
- Types and amount of credit facilities: **[Information on the types and amounts of credit facilities of the Financial Disclosure Entity with the financial institution]**
- Credit history and standing: **[Information on the Financial Disclosure Entity credit history and confirming that the Financial Disclosure Entity is in good standing as a client of the financial institution]**

We confirm that **[Financial Disclosure Entity name]** has the capacity to meet the performance security requirements typical of projects of similar scope and complexity to this Project and access capital in a timely fashion in order to finance the obligations of the Work over the duration of this Project, which is anticipated to be 6 to 7 years. Other committed or proposed projects will not impair their capacity to access this minimum capital requirement.

Dated this ____ day of _____, 2025

Legal Name of Licenced Financial Institution

Name of Authorized Representative

Signature of Authorized Representative

Form D-3 – GUARANTOR REFERENCE LETTER
(To be placed on the licenced Financial Institution's Letterhead)

To:	The City of Winnipeg
From:	<i>(Insert legal name of Guarantor)</i>
Proponent:	<i>(Insert legal name of Proponent)</i>
Project:	PROGRESSIVE DESIGN BUILD OF NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: NUTRIENT REMOVAL FACILITIES - RFP No. 925-2024A

This letter is provided in response to the financial submission requirements by **[Proponent name]** to the City of Winnipeg ("City") in response to the Request for Proposal Step 1 ("RFP Step 1") for the Project, to confirm the willingness of **[Parent company name]** to support **[Proponent Team Member name]**, in its obligations for the Project and to supply corporate and financial information to the City upon request.

[Brief description of the parent company guarantor's and Proponent Team Member(s)' business, brief explanation of parent company's financial capacity (e.g., assets / net assets, cash & cash equivalents, revenues), and confirmation of Proponent Team Member(s)' banking relationships and access to bonding capacity]

We, **[parent company name]**, are issuing this letter to confirm **[Proponent Team Member name]**'s capacity to fulfill the proposed role and obligation of this Project. As such, if the Proponent on which **[Proponent Team Member name]** is participating as a **[role of Proponent Team Member]**, is selected as the successful proponent, we can provide assurance for the performance of **[Proponent Team Member name]**'s obligations under the project agreement as set out in the RFP Documents and issue the required commitments and guarantees, subject to mutually agreeable terms and conditions of the required guarantees. **[Parent company name]** can demonstrate through the financial information submitted that it has the adequate financial capacity for the Project's financial capacity criterion.

Dated this _____ day of _____, 2025

Legal Name of Guarantor

Name and Title of Authorized Representative

Signature of Authorized Representative

Form D-4 – SURETY REFERENCE LETTER
(To be placed on the Surety's Letterhead)

To:	The City of Winnipeg
From:	<i>(Insert legal name of Surety)</i>
Proponent:	<i>(Insert legal name of Proponent)</i>
Project:	PROGRESSIVE DESIGN BUILD OF NORTH END SEWAGE TREATMENT PLANT (NEWPCC) UPGRADE: NUTRIENT REMOVAL FACILITIES - RFP No. 925-2024A

This letter is provided in response to the financial submission requirements by **[Proponent name]** to the City of Winnipeg ("City") in response to the Request for Proposal Step 1 ("RFP Step 1") for the Project, to confirm the willingness of **[Surety name]** (**[Surety rating]**) to support **[Construction Team Lead(s)]**, in its obligations for the Project.

We are the Surety for **[Construction Team Lead(s) name]** and have a current bonding facility in place for our client. In our experience **[Construction Team Lead(s) name]** has demonstrated the ability to complete projects in accordance with the conditions of the contract and have the technical and financial capacity to undertake projects of this general size and scope.

We understand the estimated contract value of the proposed project is in the range of \$1.0 billion to \$1.1 billion. We are currently and have in the past, provided aggregate bonding capacity of **[\$[aggregate amount] for [Construction Team Lead(s) name]**. Our estimate of outstanding bonding capacity available to them at present would be **[\$[bonding capacity amount]**, subject to meeting the relevant underwriting criteria. Based upon the information available at this time and subject to our assessment of the contract terms, conditions, financing, and bond forms at the time of tender, we can support our client's bid and issue the required bonding guarantee commitments based on the amount of the Project.

Our willingness to extend the required bonding will be based on our underwriting of the contractor and analysis of the contract documents at the time of proposal submission. Please note that the surety support is conditioned and subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms and documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Dated this _____ day of _____, 2025

Legal Name of Surety

Name and Title of Authorized Representative

Signature of Authorized Representative

Seal

FORM D-5 – 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 Proposal No. 925-2024A (the "RFP Step 1")

WHEREAS Disclosing Party, being a Proponent to the RFP Step 1, has delivered its Step 1 Submissions to the City in respect of the RFP Step 1;

AND WHEREAS Disclosing Party desires, in accordance with Section D of the Step 1 Submission, 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: financial statements submitted by the Proponent in its Step 1 Submission in respect of Section D of the Step 1 Submission, details of material off-balance sheet financial arrangements representing a liability in excess of one million Canadian Dollars (\$1,000,000 CAD) submitted by the Proponent in its Step 1 Submission in respect of Section D of the Step 1 Submission.
- d) "Effective Date" means the day and date this Agreement is executed by The City of Winnipeg.
- e) "Permitted Use" means evaluation of the Proponent's Step 1 Submissions as contemplated in the RFP.
- 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 RFP.
- h) "Step 1 Submissions" has the meaning given in the RFP.
- i) "RFP Step 1" has the meaning given above.
- j) "Third Party" means any Person other than the 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 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:)

Witness (if no corporate seal)) *(signature of authorized officer)*

) _____
) *(Print Name and Title)*

Witness (if no corporate seal)) *(signature of authorized officer)*

) _____
) *(Print name and Title)*

We have authority to bind the Disclosing Party

THE CITY OF WINNIPEG

Per: _____
Chief Financial Officer

Date: _____ (the "Effective Date")

Certified as to Contract Details:

Legally Reviewed and Certified as to Form:

Director of Water and Waste

for Director of Legal Services and City
Solicitor

Reviewed as to Business Terms:

Manager of Engineering
Water and Waste Department