

Government of Newfoundland and Labrador

Department of Transportation and
Infrastructure **Municipal Infrastructure**

Municipal Infrastructure Project Guidelines

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1 INTRODUCTION

1. It is essential for the Ultimate Recipient (UR), their Consultant and Contractors comply with these Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained. Additionally, that any incurred costs are within the program eligibility.
2. This guideline supports the execution of the Federal, Provincial, Municipal Cost share programs, and shall be used by all Ultimate recipients of funding, including:
 - a) Municipalities
 - b) Local Service districts
 - c) Inuit Community Governments
 - d) Not-for profit Organizations
 - e) For-Profit Organizations
3. For Ultimate Recipients that have been granted the privilege of Self-Administration, these Guidelines are amended with the Self-Administration Guidelines and approval to self-administer notification.

2 DEFINITIONS

The following terms are used throughout the Project Guidelines:

Department	The Department of Transportation and Infrastructure
Division	Municipal Infrastructure Division
Investing in Canada Infrastructure Program (ICIP)	Federal/Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Capital Works Program (MCW)	Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Support Information System (MSIS)	Web based software application used for Project management, tracking, and financial management of Projects funded through the Municipal Infrastructure Division.
Party/Parties	Means the combination of the organizations involved in a funded Project, specifically the Province, the Ultimate Recipient, and the Government of Canada, as dictated by context.
Project	Refers to the work which has been approved for capital works cost shared funding through the Municipal Infrastructure Division.
Province	The Province of Newfoundland and Labrador
Ultimate Recipient (UR)	An eligible organization receiving funding from the Division for a capital works Project.

3 ABBREVIATIONS / ACRONYMS

AHJ	Authority Having Jurisdiction
ATIPP	Access to Information and Protection of Privacy
BBB	Build Better Buildings Policy
CO	Change Order
ICIP	Investing in Canada Infrastructure Program
IFC	Issued for Construction
IFR	Issued for Review
IFT	Issued for Tender
INFC	Infrastructure Canada
LEED®	Leadership in Energy and Environmental Design
LSD	Local Service District
MAPA	Department of Municipal and Provincial Affairs
MCW	Municipal Capital Works
MI	Municipal Infrastructure
MSIS	Municipal Support and Information System
MYCW	Multi-Year Capital Works
NBCC	National Building Code of Canada
O&M	Operation and Maintenance Manuals
PCA	Prime Consultant Agreement
PEGNL	Professional Engineers and Geoscientists of NL
PPA	Public Procurement agency
PR	Project Representative from Municipal Infrastructure
RE	Regional Engineer
RFP	Request for Proposals
RFQ	Request for Qualifications
RO	Regional Office (Eastern, Western, Central, Labrador)
TI	Transportation and Infrastructure
UR	Ultimate Recipient

4 REFERENCE LEGISLATION

Including but not limited to the following, the most recent and current version, in no particular order.

1. Public Procurement Act
2. Occupational Health and Safety Act
3. Municipalities Act
4. Environmental Protection Act
5. Water Resources Act
6. Mechanics' Lien Act
7. City of Corner Brook Act (as appropriate)
8. City of St. John's Act (as appropriate)
9. City of Mount Pearl Act (as appropriate)
10. All other applicable provincial legislation and related regulations and policies
11. All applicable federal legislation

5 POLICIES

The following Policies must be followed by funding recipients:

1. Municipal Infrastructure Procurement of Professional Services Policy
2. Build Better Buildings Policy <https://www.gov.nl.ca/iet/files/publications-energy-betterbuildingspolicy.pdf>
3. Department of Environment, Climate Change, and the Department of Municipal and Provincial Affairs
 - a) Policy for Allocation of Water Use W.R. 88-1 (rev 1995)
 - b) Infilling Bodies of Water W.R. 91-1
 - c) Use of Creosote Treated Wood in Fresh Water W.R. 92-2
 - d) Treated Utility Poles in Water Supply Areas W.R. 93-01
 - e) Land and Water Developments W.R. 95-01
 - f) Flood Plain Management W.R. 96-1
 - g) Policy for Development in Shore Water Zones W.R. 97-1
 - h) Policy for Development in Wetlands W.R. 97-2
 - i) Ground and Water Sourced Heat Pumps W.R. 98-1
 - j) Drinking Water Monitoring & Reporting W.R. 09-1
 - k) Policy for Newfoundland and Labrador Water and Wastewater Operator Certification Program

6 PERMITTING BODIES

The UR is required to ensure that all relevant permits are received prior to start of work. Those may include but not limited to:

1. Department of Transportation and Infrastructure
2. Department of Environment and Climate Change
3. Department of Municipal and Provincial Affairs
4. Government of Canada

7 REFERENCE GUIDELINES

The following guidelines listed, but not limited to, apply to all Ultimate recipients:

1. Guidelines for the Design, Construction and Operation of Water and Sewerage Systems from the Department of Environment, Climate Change.
2. Selection Criteria and Guidelines for the Design, Construction and Operation of Potable Water Dispensing Units, from the Department of Environment, Climate Change.

8 TEMPLATES/FORMS

The following MI standard templates must be used, any modification, addition or deletion to these must be communicated and approved by MI:

1. Request for Proposals (RFP)
2. Request for Qualifications (RFQ)
3. Consultant Fee requests
4. Prime Consultant Agreement (MI standard document)
5. RFP / RFQ evaluation and debriefings
6. Status Report
7. Mandatory Safety Reporting by the Prime Consultant
8. MERX bid form template
9. In the case where a UR would like to utilize their wholly owned and developed documents, MI shall be given the opportunity to review and comment.

9 SPECIFICATIONS

The UR must use the following specifications as applicable, any modification, addition or deletion to these must be communicated and approved by MI:

1. Master Specification for Municipal Water, Sewer and Roads
2. Transportation and Infrastructure Highway Design Specification Book for TI owned assets and where referenced otherwise.
3. Transportation and Infrastructure NL Master Specification for Public Funded Buildings

10 PROJECT ADMINISTRATION

1. The Division's Project number shall be used on all correspondence, documents, Status Reports, etc., relating to this Project.
2. The first, and primary point of contact is the Regional Office and specifically the Project Representative (PR), once identified.
3. The Division's Municipal Support Information System (MSIS) will be used for various Project management and financial aspects of the Project.

11 PROJECT SCOPE OF WORK

1. The Project funding is approved by the Province based on a defined scope of work as applied for by the UR.
2. The project scope is defined in the project funding agreement.

11.1 PROJECT SCOPE CHANGE

1. From time to time the UR may wish to modify the scope of work for any number of reasons.

11.1.1 Multi-Year Capital Works (MYCW)

1. The UR will submit request for changes in scope of work and/or the reallocation of funding within "Schedule A" of the MYCW Agreement. Funds cannot be reallocated from unfinished projects.
2. The request is to be made to the Manager of Federal Provincial Programs.
3. Work cannot proceed on a proposed change until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically.

11.1.2 Federal Programs and Provincial Municipal Capital Works Program

1. The UR shall submit a completed Project Scope Change Form request to the Regional Engineer.
2. The UR will be responsible for the completion and submission to the Regional Engineer, any form required by Infrastructure Canada. This can include outcomes forms, KML google earth images, etc.
3. Work cannot proceed on a proposed change in project scope until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically. For federally shared Projects, this approval will be after approval is received from Infrastructure Canada.
5. Project scope changes will not be granted for use of surplus funds remaining once a Project is finished or nearing completion, or to change the fundamental nature of the approved Project scope.

12 PROJECT FUNDING TIMELINES

1. The Project delivery timelines are outlined for each stage of the Project.
2. Projects shall be cancelled if timelines are exceeded unless without approval by the Director obtained prior to the extension.

Milestone	Routine Projects	Complex Projects
Consultant Contract Awarded	12 Months from notification of Project Approval issued by the Minister	12 Months from notification of Project Approval issued by the Minister
Construction Contract Awarded	24 Months from notification of Project Approval issued by the Minister	24 Months from notification of Project Approval issued by the Minister
Project Completion and final invoices submitted to MI	36 Months from notification of Project Approval issued by the Minister	48 Months from notification of Project Approval issued by the Minister

Routine Projects - normally be completed within one construction season following contract award such as, water and sewer, pumphouse upgrades and road paving/repair Projects

Complex Projects - Projects that are typically considered multi-year construction or phased Projects; such as, major municipal/recreational buildings, water and wastewater treatment plants

12.1 CHANGE IN FUNDING TIMELINES

1. If the UR expects to exceed any of these timelines, they must immediately submit a request to extend the Project guidelines, in writing, to the Director of Municipal Infrastructure, indicating the new anticipated dates and the cause of delay.
2. A decision will be communicated to the UR in writing. The Director may provide an amended timeline based on the following considerations:
 - a) Scope and complexity of Project
 - b) Unanticipated environmental considerations
 - c) Extenuating circumstances that preclude the availability of key resources
3. Note that in some cases an extension may not be considered if it is outside federal requirements of federally funded Projects.

13 PROJECT FINANCIAL CONSIDERATIONS

13.1 APPROVED FUNDING

1. Funding is provided based on the UR's assurance (bank letter, etc.) to the Department of Municipal and Provincial Affairs (MAPA) of its ability to meet its share of the cost as identified in the Agreement.
2. The UR must meet its share of the Project costs, and the Province will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.

13.2 APPROVAL TO BORROW

1. In the case where the UR is a Municipality or Local Service District, and they intend on borrowing their share of the project funding, they must have an "Approval to Borrow" from the Local Government Division of Municipal And Provincial Affairs prior to start of work.

13.3 INABILITY TO FUND SHARE

1. If the UR's financial position has changed since application and approval of the Project, so that it cannot meet its share, then the Regional Office shall be notified immediately in writing, and this Project will be cancelled. This will require a motion of the governing body.

13.4 PROJECT OVERRUNS

1. In the event that the project costs exceed the approved project funding, the UR will be responsible for all overruns or funding commitments that exceed the approved project funding.

13.5 SURPLUS FUNDS

1. In the event that a project is completed for less than the approved funding amount, the surplus funds will not be available to the UR to be used for any work outside the original scope. This does not apply to Projects approved under the MYCW program.

13.6 FINANCING INTEREST CHARGES

2. The Province will NOT fund any interim interest charges uncured by the UR for the Project. The UR is responsible for all financing charges.

13.7 GST/HST REBATES

1. Project eligible costs has been reduced by the amount of GST/HST rebate. The UR is required to apply for the appropriate rebates.
2. The GST/HST rebate is to be used by the UR as part of the Project funding.
3. Interim financing of the GST/HST rebate will be the responsibility of the UR if required.

13.8 REPORTING TO THE DIVISION

1. If requested by the Division, the UR must submit an itemized list of all cheques issued relating to the project, including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

14 PROJECT COSTS

14.1 ELIGIBLE PROJECT COSTS MYCW AND MCW PROGRAMS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible Project including consultants, materials and labour.
2. The incremental costs of employees of an UR may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The UR is able to demonstrate that it is not economically feasible to tender into a Contract;
 - b) The work is not related to the design, project management, or inspection of construction works; and
 - c) The arrangement of “work by own forces” is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project Approval date, costs incurred prior to approval will not be eligible.
4. The UR may charge to the Project expenses related to equipment rental rates, including the operators if pre-approved by the Department for such expenses.
5. Landscaping repairs/ reinstatement of areas damaged as a result of the Project, build back equal to pre-construction standard. Any enhancements are not eligible.

14.2 INELIGIBLE PROJECT COSTS

1. Costs incurred before Project Approval Date, and any and all expenditures related to contracts signed prior to Project Approval.
2. Costs incurred for cancelled Projects.
3. Leasing land, buildings and other facilities.
4. Leasing equipment other than equipment directly related to the construction of the Project.
5. Real estate fees and related costs.
6. Financing charges, legal fees, and loan interest payment.
7. Any goods and services costs which are received through donations or in kind.
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates.
9. General maintenance and operational costs.
10. Cost related to furnishings and non-fixed assets.
11. Modification, upgrade or replacement of privately-owned infrastructure unless damaged by works of the project, pre-damaged and post repair photos will be required.
12. Infrastructure constructed by private developers and subsequently transferred to the URs that did not meet current design and construction standards at the time of construction .
13. Legal fees.
14. Land surveys.
15. Media costs related to the Project (e.g. Radio ads, newspaper, social media, etc.).
16. Cost of temporary facilities related to continuance of the UR business for the duration of the Project.
17. Administration costs.
18. UR owned construction materials and labour, unless for Projects that have been pre-approved for Project Management – work by own forces.
19. Costs to purchase digital sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.
21. Costs associated with operating expenses and regularly scheduled maintenance work.
22. Replacement parts and tools.

14.3 COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement (IBA), and are copied here for references purposes only.

14.4 ELIGIBLE EXPENDITURES

1. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens and creating community employment benefit plans;
2. Costs will only be eligible as of Project Approval, except for costs associated with completing climate lens assessments, which are eligible before Project Approval, but can only be paid if and when a Project is approved by Canada.

14.5 INELIGIBLE EXPENDITURES

1. Costs Incurred before Project Approval and any and all expenditures related to Contracts signed prior to Project Approval, except for expenditures associated with completing climate lens assessments as required;
2. Costs incurred for cancelled Projects;
3. Land acquisition unless pre-approved by Canada;
4. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
5. Any overhead costs, including salaries and other employment benefits of any employees of the UR, any direct or indirect operating or administrative costs of URs, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the UR's staff.
6. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
7. Any goods and services costs which are received through donations or in kind;
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates;
9. Costs associated with operating expenses and regularly scheduled maintenance work;
10. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and

11. All capital costs, including site preparation and construction costs, until Canada has confirmed that Environmental Assessment and Aboriginal Consultation obligations as required under Integrated Bi-lateral Agreement between Canada and the Province of Newfoundland and Labrador have been met and continue to be met.

15 PROGRESS PAYMENTS

15.1 REQUIREMENTS

1. The UR is required to pay consultants and contractors within the contractual requirements of those engagements, those being through Prime Consultant Agreements, or through Construction Contracts using MI's Unit Price Contract or Stipulate Price Contract.
2. The UR will be required to retain, and eventually release, holdback for construction contracts, per the requirements of the Mechanics' Lien Act.

15.2 PROCESS

1. To obtain payment from the Division the UR is required to submit, via MSIS a "Status Report". This may be submitted by the Consultant on the UR's behalf.
2. Status Reports must consider progress to date, and include substantiated invoices, statutory declarations (e.g. from WorkplaceNL), and other completed forms (e.g. Form 14) as appropriate. Status Reports submitted without the appropriate supporting information may be returned until such time as the requisite documents are in order, delaying payments.
3. The Consultant must submit Status Reports within 10 business days of the end of each month to the Division's Regional Engineer and the UR.
4. These Status Reports must span from the date of appointment of the Consultant to the date of final completion of the project, including warranty inspection and correction of warranty items.
5. The final Status Report must be marked as such.
6. The UR shall not pay consultant invoices unless the Status Report has been received and also shall not pay the final professional services invoice until any and all records documents (e.g. as-builts) are received.
7. Status Reports valued at less than \$1000 + hst should be held by the UR and submitted with the next month(s) only after the total is greater than \$1000+hst. Unless, it is the final status report for the project.

15.3 REQUIRED DOCUMENTATION FOR PAYMENT

1. The Status Report is required to be substantiated by, and include copies of:
 - a) Invoices
 - b) Engineering invoices
 - i) Travel claims, receipts (hotel, car rental, airfare, etc)
 - c) Substantial performance certificates
 - d) Contractor's progress payment and back up documents

16 PROJECT METHODOLOGIES

16.1 DESIGN-BID-BUILD

1. The Design-Bid-Build (DBB) Project delivery methodology involves engagement of professional services (most often by engineering and/or architecture teams), by an Owner for planning, conceptual and detailed design, and preparation of bidding packages for contractors to bid on.
2. The DBB delivery method allows for strict control by an Owner and their consulting team, over the form and function of a particular design solution to an infrastructure Project. This design control is a trade-off, increasing the cost risks to the Owner, as the Owner and their design team is fully responsible if there are errors, omissions, or unknown conditions found during the construction phase.
3. Typical phases for DBB Projects include:
 - a) Design Phase
 - b) Tender Phase
 - c) Construction Phase
 - d) Close out Phase
 - e) Warranty period

Typical Process within each of these phases comprise the following:

16.1.1 Design Phase

1. Consultant Engagement
2. Program Development or Pre-Design work
3. Concept Design
4. Detailed Design

5. Preparation of Bidding Documents (also known as Tender Documents)

16.1.2 Tender Phase

1. Open Call for Bids Period (also known as Tender Period)
2. Responding to Bidder questions and Issuing Amendments as needed.
3. Contract Award and Contract Signature between Owner and Contractor.

16.1.3 Construction Phase

1. Execution/implementation of the contract by the contractor.
2. Inspection by the Consultant for Quality and Progress Tracking.
3. Progress Payments issued as work is completed.

16.1.4 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the design.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received.

16.1.5 Warranty period

1. Warranty period starts.
2. Any issues observed during warranty period are rectified by Contractor.
3. Warranty period ends with a final review by the Consultant.

16.2 DESIGN-BUILD

1. The Design-Build (DB) delivery method allows an Owner to engage with a Design-Build team, comprised of Contractors and Design Professionals, to provide the detailed design and construction services. The Owner will often hire a consultant to provide technical and project management oversight, and to establish and formalize the Project needs and goals through an Owner's Statement of Requirements.
2. The DB delivery method allows an Owner to establish an overall infrastructure need and Project budget, but shift the detailed design work and associated cost risk to the Design-Builder. The Design-Builder, on the other hand, has the advantage of being able to execute a Project in a more expedited timeframe, since construction can generally start before all the design work has been finalized. Additionally, having the

Design Professionals on the same team allows for quicker resolution of issues during construction.

3. While not strictly necessary for all types of DB Project, highly complex DB Projects will first go through a selection phase where Design-Builders respond to a public Request for Qualifications (RFQ). This RFQ is used to shortlist a small number Design-Build teams who demonstrate through their RFQ response that they have the capacity, expertise, and experience in DB Project delivery. These firms will then be privately invited to the Request for Proposals stage, where they submit their proposal containing their notional plans and designs for the Owner's consideration.
4. Typical phases for a DB Project involve the following:
 - a) Request for Proposals Development Phase
 - b) Request for Proposals Responses Phase
 - c) Contract Award Phase
 - d) Construction Phase
 - e) Close out Phase
 - f) Warranty period

The typical process for a DB Project includes the following:

16.2.1 Request for Proposals Development Phase

1. Obtain an Owner's Advisor
2. Program Development, Concept Design, and Development of Owner's Statement of Requirements
3. Design Build Request for Qualifications Development
4. Request for Qualifications Open Call
5. Request for Qualifications Submission review and Development of Short List
6. Design Build Request for Proposals Development

16.2.2 Request for Proposals Responses Phase

1. Issue Design-Build Request for Proposals (Shortlisted Proponents only)
2. Request for Proposals Response Review

16.2.3 Contract Award Phase

1. Negotiations with Preferred Proponent
2. Contract Development and Signature

16.2.4 Construction Phase

1. Execution/implementation of the contract by the Design-Builder.
2. Completion of Design Documents for Owner's Review.
3. Periodic Inspection by the Owner's Advisor for Quality and Progress Tracking.
4. Progress Payments submitted as work is completed by the Owner's Advisor.

16.2.5 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the contract.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received by the UR and copied to MI.

16.2.6 Warranty period

1. Any issues observed during warranty period are rectified by the Design-Builder.
2. Warranty period ends with a final review by the Owner's Advisor.

16.2.7 Required Projects Utilizing DB process

1. The following Projects are required to be Design-Build - Request for Proposals, unless otherwise directed or approved by MI:
 - a) Water Treatment
 - b) Waste Water Treatment
 - c) Water storage towers/tanks
 - d) Buildings
2. Other methods may be allowable with prior approval of MI.

16.3 WORK BY OWN FORCES / PROJECT MANAGEMENT

The Municipal Infrastructure Policy and Guideline regarding Project Management /Work By Own Forces applies to all URs availing of that methodology. The following sections briefly describes the methodology, the Guideline shall govern.

16.3.1 Required Approval

1. MI approval must be obtained on a per Project basis, ineligibility of costs incurred may result without prior approval.

2. For federally funded Projects, approval by INFC must also be obtained. This is requested through MI on a per Project basis. Costs incurred may be ineligible without prior federal approval.

16.3.2 Requirements

1. UR may construct using own forces, however design must be completed by qualified, registered, and insured professionals.
2. UR forces utilized must be hired specifically for the work of the Project only.
3. The UR's engineering staff cannot provide design services (i.e. professionally stamped/sealed Project drawings) for funded Projects, unless the UR and its engineering staff are appropriately registered with Professional Engineers and Geoscientist of Newfoundland and Labrador, appropriate insurance is also required. Proof of licensure and insurance must be available upon request.

16.3.3 Eligible Costs

1. Salaries of staff employed specifically for a specific Project are eligible, overhead and profit may not be claimed for these employees.
2. Regularly employed staff are not eligible. MI may request records of employment to validate the claim for salaries of UR employed staff.
3. Project Management by UR engineering staff is not an eligible expense.
4. Overtime of regularly employed staff related to the Project is not an eligible expense.
5. In the case where UR engineering staff are providing services related to the design and inspection of a Project, the costs associated with this are not eligible.

17 LAND ACQUISITION

1. Any land required for the Project must be registered in the UR's name prior to approval to tender.
2. Costs relates to purchase of land are responsibility of the UR.

18 PROJECT PROCESS

18.1 PROJECT ACCEPTANCE BY ULTIMATE RECIPIENT

1. If the UR intends to accept Project funding, the UR is required to submit the following to MI:

- a) Sign and return the funding agreement (within the timeframe indicated on the Project Approval letter), and
 - b) A Resolution in support of the Project.
2. Concerning the resolution mentioned above, the governing body of the UR is required to provide a motion that is passed by the council or board indicating support for the Project, willingness to accept the funding cost shares, ability to provide their cost share, and acceptance of the terms and conditions of the funding agreement.
 3. Should the UR decide to decline the funding, the UR must provide the following to MI:
 - a) Notification of intent to decline Project funding (using the means indicated and within the timeframe indicated on Project Approval letter), and
 - b) A Resolution outlining the decision to decline the Project funding.

18.2 PROJECT INITIATION

1. The UR shall not commence work on a Project until a Project initiation meeting has been held with the Regional Office of the Division.
2. This meeting should be held within 15 days of signing the funding agreement.
3. It is the responsibility of the UR to make the arrangement for this meeting. Virtual meeting spaces are acceptable (Skype, Zoom, teleconference, etc.).
4. Agenda shall include but is not limited to an overview of the following:
 - a) Funding Agreement, Guidelines, and Requirements
 - i) Cost shares
 - ii) Division requirements
 - iii) Federal funding terms and conditions (for federally funded Projects)
 - iv) Eligible expenses or Projects costs
 - v) Climate Lens (i.e. Provincial, Federal)
 - vi) Build Better Building Policy and LEED
 - b) Project Announcements, public engagement
 - c) Project Signs
 - d) Project Scope
 - e) Time line
 - f) Procurement process, Public Procurement Act
 - g) Safety

- i) Specific Safety concerns
- ii) Ultimate Recipient
- iii) Consultant
- iv) Contractor
- h) Scope Change requests
- i) Monthly reporting
- j) Use of MSIS
- k) Status Reports
- l) Mechanic's Lien Act
- m) Cash flows
 - i) Funding timeline requirements
 - ii) Project design and construction schedule
- n) Commissioning
 - i) Requirements
 - ii) Process
- o) Project Closeout and Turnover
- p) Land Ownership
- q) Communication Requirements (with MI)

19 ENGINEERING SERVICES ENGAGEMENT

19.1 APPROVALS REQUIRED FROM MI

1. The Director of Municipal Infrastructure's approval is required before the UR can engage, or change, a consulting firm (engineering, architectural, etc.) in relation to the Project.
2. Once the solicitation of bids process is complete, with a recommendation made for a preferred proponent, a letter from the Director of Municipal Infrastructure will grant approval for the UR to enter in to an agreement with the recommended consultant.

19.2 PROCUREMENT REQUIREMENTS

1. Procurement of consulting and professional services must comply with the Public Procurement Act, and the Municipal Infrastructure Procurement of Professional

Services Policy (available at <https://www.gov.nl.ca/ti/files/Policy-Procurement-Policy-Professional-Services-MAY-2021.pdf>).

2. Procurement records must be maintained per the Public Procurement Act and available for audit at the request of MI or Public Procurement Agency.

19.3 CONSULTANT PROCUREMENT

19.3.1 General

1. The Regional Office will develop the scope of work utilizing department templates for Limited Call, Prequalified Supplier List, or Request for Proposals.
2. The UR will be provided a draft of the scope of work for approval, comments/approval is required in five (5) business days from receipt.
3. Consultant procurement will be undertaken in accordance with the Public Procurement Act, and MI's Procurement of Professional Services Policy. Requirements are outlined at a high level below for reference only.

19.3.2 Limited call

1. The Limited Call for Bids process is used where the estimated fees for consulting services is less than \$105,700 (before HST).
2. Solicitation of Bids can be from a limited number of potential suppliers, shortening the procurement timelines. MI requires that no fewer than five (5) potential suppliers are invited to provide pricing.
3. The Limited Call solicitation must be based on a prepared scope of work, created by the Regional Office, or if created by the UR, it must be approved by the Regional Engineer.
4. Limited Call Proposals submitted in response to the solicitation must be evaluated based on the criteria established in the Limited Call documents, but they will generally be based on lowest cost for services.
5. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.3.3 Open call (Request for Proposals)

1. The Open Call Request for Proposal (RFP) process is used where the estimated fees for consulting services are greater than \$105,700 (before HST).
2. The Open Call RFP must be prepared in conjunction with the Regional Office, generally using the MI RFP template.

3. Solicitation of Bids (Responses) to the RFP must be publically advertised through MERX.
4. Open Call RFPs must not be advertised until approval has been granted by the Regional Engineer.
5. RFP Responses must be reviewed and evaluated by the Evaluation Committee comprised of:
 - a) MI Regional Engineer (as co-Chair of the Committee)
 - b) UR Contact Person (as co-Chair of the Committee)
 - c) MI PR
 - d) Others as determined by UR in consultation with MI Regional Engineer
6. The Evaluation Committee will make a recommendation on a preferred proponent based on the review of the submissions, and subsequent Evaluation Committee Meeting.
7. The Approval to Enter into Contract with the preferred proponent, based on the results of the RFP Evaluation, will be sent to the UR from the Director of MI.

19.3.4 Prequalified Supplier List

1. MI has developed a Prequalified Supplier List for use in Consultant Engagement under certain circumstances:
 - a) Routine Projects with estimated fees for consultant services in excess of \$105,700 (before HST). Routine Projects are outlined in the Procurement of Professional Services Policy.
 - b) Where MI determines the use of the PSL is appropriate.
2. Solicitation of Bids closely follows the process for Limited Calls, where a scope of work is prepared in consultation with the Regional Engineer, and the solicitation is sent to prospective suppliers. Where the process differs from the Limited Call process, is that the list of potential suppliers includes all of those suppliers who have been prequalified by MI for specific scopes of work in specific areas of the province.
3. Proposals received in response to the solicitation must be evaluated based on the criteria established in the scope of work documents, but they will generally be based on lowest cost for services.
4. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.4 FORM OF AGREEMENT

1. Once a Consultant has been selected, the Approval to Enter into Contract will be provided, accompanied by the MI Standard Form of Agreement between Client and Consultant (also called the “Prime Consultant Agreement”, or PCA) for the UR and the selected consultant to sign.
2. The Regional Office will prepare the PCA, and it will be forwarded to the Consultant for review and signature. The Consultant will then forward the signed PCA to the UR for final review and signature.
3. Once the PCA is signed by the UR, it is forwarded to the Regional Engineer.
4. No consulting or professional services work is to be performed until the PCA has been signed by both the UR and Consultant.
5. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and include a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved. Rates for expenses related to execution of the Project must be in line with those established in Section 19.7- Consultant Expenses.
6. The Consultant and any other agents of the UR must liaise with the Regional Office on all aspects of the Project.

19.5 CONSULTANT CONTRACT CHANGE ORDER

1. A Consultant Contract Change order is required to:
 - a) Change the scope of service
 - b) Change the deliverables
 - c) Change the timelines
 - d) Change allocated personnel
 - e) Other items of material nature that effects the terms and conditions of the contract
2. A Change Order (CO) is required to be pre-approved by the appropriate MI Regional Office.
3. All costs in excess of the approved funding amount indicated on the “Approval to Enter into Contract” letter will be 100% responsibility of the UR.
4. PCA COs must use Form 5A, available at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>
5. Work related to the CO shall not proceed until the CO is approved by the Regional Engineer, in writing (via Form 5A).

19.6 CONTRACT EXTENSION

1. Any extensions to a PCA (consultant contract), if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

19.7 CONSULTANT EXPENSES

1. Expenses of the Consultant, any of their sub-consultants, or companies they engage for testing, are to be charged within the allowances set by the Government of Newfoundland and Labrador. Note that HST is not an eligible addition to these expenses.

Mileage - <https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement/>

Meal Rate Policy / Per Diem - <https://www.gov.nl.ca/exec/tbs/working-with-us/meal-rates/>

Transportation Policy - <https://www.gov.nl.ca/exec/tbs/working-with-us/transportation/>

2. Sub-consultants or companies engaged to do work for the Prime consultant shall be reimbursed at cost.

20 DESIGN PHASE

20.1 PRE-DESIGN / PRELIMINARY ENGINEERING

1. If the location of infrastructure is unknown (including sub-surface), or in doubt, the consultant should locate the infrastructure using a CCTV inspection, infra-red technology, ground penetrating radar, or other non-destructive methods.
2. This location investigation is an eligible Project cost, and considered important in managing and mitigating potential issues during construction. When required, this should be included in the prime consultant agreement as an allowance.

20.2 CONSULTANT SAFETY REQUIREMENTS

1. Under the Occupational Health and Safety (OHS) Regulations, all communities or groups (The UR) are considered a Principal Contractor during a Project and must ensure work is performed safely and in compliance with the OHS requirements.

Prime Consultants are also considered Principal Contractors if they engage sub-consultants.

2. As per Section 21 of the Regulations, the Owner may delegate a person to assume the duty of Principal Contractor. Prime Consultants engaged for MI Projects are to will have been delegated this duty unless told otherwise by Municipal Infrastructure and the Owner.

20.3 DESIGN

1. Consultants are expected to conduct design work to all applicable codes, standards, industry best practice, and per any applicable provincial guidelines.

20.4 INTERDISCIPLINARY REVIEW

1. Consultants are expected to conduct any and all interdisciplinary reviews, as are necessary to ensure that Bidding documents (drawings, specifications, etc.) are free from coordination errors.
2. Consultants should be prepared to outline their internal processes for interdisciplinary reviews.

20.5 ISSUED FOR REVIEW (IFR)

1. Issued for Review (IFR) document packages will often be required for submission to Authorities Having Jurisdiction (AHJ) in order to show critical Project information necessary to obtain permits.
2. IFR document packages can also be used to demonstrate that the Consultant is achieving the end goal of the Project through their design, by providing sufficient information for the UR and MI Regional Office personnel to discuss the in-progress design, and provide corrective actions where and when needed.

20.6 ISSUED FOR TENDER (IFT) REVIEW

1. Issued for Tender Review (IFT) document packages are issued as a final review prior to Bidding documents being issued for open public calls.
2. Detailed review of IFT packages is a precursor to receiving the Approval to Tender from the MI Regional Engineer.

20.7 COMMENTS FROM MI

1. At all review stages, Consultants are expected to accept, review, respond (if necessary), and incorporate any and all comments from MI Regional Office personnel with respect to Project related matters. This includes, but is not limited to design aspects, procurement methodologies, tendering, contract award, construction phase, commissioning, and close-out.

20.8 CONSULTANT PROJECT REQUIREMENTS

1. The Consultant must also submit, prior to tender call, a copy of the plans and specifications to the UR and all relevant Government departments and agencies such as, Digital Government and Service NL, the Fire Commissioner's Office, Department of Environment and Climate Change, Department of Transportation and Infrastructure, and other agencies that might have jurisdiction for approval. Feedback received regarding non-conformances must be addressed, and deficiencies corrected.
2. The Consultant and any other agents of the UR must complete all applicable applications and forms required to obtain all relevant Permits to design and construct. The Regional Engineer requires a copy of these documents at the time of submission of plans and specifications for approval to tender.
3. Prior to tendering, the plans, specifications and a current detailed pre-tender cost estimate must be submitted to the Regional Engineer. Tenders cannot be called or contracts be awarded for the Project or any part of it without the approval of the Division.
4. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the UR. This will be reviewed by the Regional Engineer prior to final acceptance.
5. The Consultant must submit copies of the as-built drawings within two months of substantial completion of the Project, the preparation of which is to be included as one of the professional services in the Consultant contract. Copies must be submitted to the UR and the Regional Engineer.
6. The consultant is responsible for the completion of the Warranty inspection and preparation of warranty inspection report. Additionally, the coordination of the corrective actions by the contractor.
7. The UR should hold payment of funds, sufficient enough to cover the costs of any undelivered deliverable in the contract.

21 TENDER PHASE

21.1 APPROVAL TO TENDER

1. Once the document package including all drawings, specifications, front end documents have been reviewed and approved by MI, the Regional Engineer will issue a letter giving the UR approval to tender the work. This approval will be copied to the consultant.
2. Approval to Tender will not be granted without a suitable pre-tender estimate, satisfactory to the Regional Engineer.
3. Approval to Tender will not be granted if there should arise any land ownership issues related to the Project, until such a time that the issues are addressed to the satisfaction of the Regional Engineer.
4. All permits required from Authorities Having Jurisdiction must be received prior to approval to tender being granted.

21.2 TENDER ADVERTISEMENT

1. All tenders are to be advertised through the Tendering and Contracts Division of the Department of Transportation and Infrastructure utilizing the eProcurement software (MERX). Should a UR wish to utilize their own eProcurement services, permission may be granted by MI upon request.
2. The Consultant, on behalf of the UR will submit to Tendering and Contracts all drawings, specifications, MERX Excel template and tender request memo. This is to be copied to the Regional Engineer.
3. The submitted documentation for advertisement must meet the requirements of the MERX system and Tendering and Contracts.
4. All bid submissions must be received electronically by Tendering and Contracts.
5. The UR shall not communicate any Project specific information to any plan taker.

21.3 TENDER AMENDMENT

1. Should changes to the tender document be required, amendments may be made. Any amendment must be issued to all plan takers, through the MERX system.
2. Where an amendment is required for an Open Call for Bids, the amendment must be sent to Tendering and Contracts with as much notice as possible. The Regional Engineer must be carbon copied on the email to Tendering and Contracts requesting the amendment.

3. If, however, an amendment is required on the day the Open Call for Bids closes, it must be received by Tendering and Contracts no later than two hours prior to the closing time. For example, if an Open Call for Bids closes at 2:00pm, the amendment must be received by Tendering and Contracts no later than 12:00pm. This allows sufficient time for Tendering and Contracts staff to appropriately action the requested amendment.
4. Submitting amendment requests less than two hours prior to the closing time could result in the amendment not being issued.
5. In order for MI to ensure changes are within Project approved scope and budgets, consultants issuing amendments to tenders during the tender period, must copy the appropriate Regional Engineer on correspondence to the Tendering and Contracts Division. Tendering and Contracts will only issue amendments to tenders that have been copied to the Regional Engineer.

21.4 TENDER CLOSING

1. The Tendering and Contracts Division will close Open Calls for Bids in the MERX system and perform the duties required for the public opening.
2. All bids must be received prior to close, and submitted electronically through the MERX system.
3. MERX will not accept bids after the close time.

21.5 TENDER RESULT REVIEW

1. The tender results will be reviewed by the UR's consultant, and a request to award will be made to MI.
2. The UR will be given approval to enter into contract from MI as appropriate, based on the Consultant's review and recommendation as well and MI's internal review.
3. The UR shall not enter into contract without approval from MI.

21.6 APPROVAL TO AWARD

21.6.1 General

1. Once a recommendation to award is received by the MI Regional Office, the Regional Engineer will forward an Approval to Award letter, as appropriate.
2. The UR must follow the next steps outlined in the letter.

21.6.2 Tender Closed Within Budget

1. Where the preferred supplier's bid is within the Project budget, the UR will be required to follow the steps and timelines outlined in the Approval to Award Contract letter, namely:
 - a) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - b) Contact the Consultant to arrange signature of the contract documents; and
 - c) Forward copies of the signed contract documents to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the Approval to Award letter.

21.6.3 Tender Closes Over Budget

1. Where the preferred supplier's bid is more than the Project budget, the UR will be required to follow the steps and timelines outlined in the provisional Approval to Award Contract letter, namely:
 - a) The UR will be required to obtain a motion/resolution to proceed with the work, and committing to funding the cost overrun, the motion shall include the value of the overrun;
 - b) Secure the additional funds required through means available to the UR, the UR is responsible for obtaining all applicable approvals from MAPA to fund the overrun;
 - c) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - d) Contact the Consultant to arrange signature of the contract documents; and
 - e) Forward copies of the signed contract documents, resolution to proceed with work, and proof of overrun funding to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the cost overrun, the provisional Approval to Award letter, or other options available to the UR.

21.7 CONTRACT AWARD

1. The UR or their consultant, will issue a letter to the preferred bidder, indicating intent to enter into contract. The UR may request that their Consultant issue this letter on their behalf. This letter shall be copied to the MI Regional Engineer. The date of this letter will trigger the publishing of award in the MERX system, which is finalized by MI and published in MERX.

22 CONSTRUCTION PHASE

22.1 CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing by both parties, to the appropriate Regional Engineer. Electronic copies of the contract documents are acceptable, and preferred. Contracts should be signed at the earliest opportunity.
2. The Consultant must notify the Regional Office of the time and location of preconstruction and construction meetings, including any monthly progress meetings, in a timely manner to allow a representative of the Regional Office an opportunity to attend.
3. It is the responsibility of the Consultant to ensure that the Contractor adheres to the requirements of the signed contract.

22.2 CONTRACT CHANGE ORDERS

1. From time to time, changes may be required to address changes in the work or time lines of a Project. The UR may request approval from MI for such contract COs to either, or both, the Consultant and/or Construction contracts within the approved Project budget and in accordance with the Public Procurement Act.
2. Requests for COs may be submitted to the Regional office for consideration, using the most up to date and appropriate CO form (found online at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>). If approved, an approval letter will be issued by the Regional Engineer.
3. The request for CO submittal must contain all supporting information necessary to make an informed decision. COs without supporting information will be rejected.
4. COs must be reported to the Public Procurement Agency as required by the Public Procurement Act.
5. CO costs should be managed within the contract agreement limits, and the UR should seek to reduce these costs.
6. Neither the UR nor their consultant shall submit claim for payment on a Status Report in MSIS for a CO, unless:
 - a) Approval has been previously processed by MI in MSIS for the CO in question, and
 - b) MSIS Project has been amended to reflect the CO.
7. All costs in excess of the approved funding amount indicated on the “Approval to Award” letter will be 100% responsibility of the UR.

22.3 CONTRACTOR SAFETY

1. Contractors are responsible for maintaining safety on their construction site, and maintaining or ensuring all safety requirements under the Contract Documents, and in accordance with the applicable legislation of the Province.
2. The Consultant is responsible for ensuring that Contractors are conducting the work in a safe manner, and must have rectified any unsafe conditions or processes observed or suspected.

22.4 SUBSTANTIAL PERFORMANCE

1. Substantial Performance, sometimes informally referred to as “Substantial Completion”, is a defined status in the Mechanic’s Lien Act, and the definition also appears in MI’s “General Conditions of Contract” documents.
2. For the purposes of the Mechanics’ Lien Act, a contract is considered substantially performed:
 - a) when the work or a substantial part of the work is ready for use or is being used for the purpose intended; and
 - b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
 - i) 3% of the first \$250,000 of the contract price,
 - ii) 2% of the next \$250,000 of the contract price, and
 - iii) 1% of the balance of the contract price.
3. The Act also recognizes that where the work or a substantial part of the work is ready for use or is being used for the purpose intended and where the work cannot be completed expeditiously for reasons beyond the control of the contractor, the value of the work to be completed shall be deducted from the contract price in determining substantial performance.
4. The Certificate of Substantial Performance is prepared and issued by the Consultant on behalf of the UR, and copied to the appropriate MI Regional Engineer.

22.5 TOTAL PERFORMANCE

1. Total Performance means when the work associated with the contract has been performed to the requirements of the Contract Documents, and is certified as such by the Consultant on behalf of the UR.
2. After the Certificate of Substantial Performance is issued, the date for Total Performance is established between the Contractor and the UR; the UR will

generally rely on the input of the Consultant in establishing the Total Performance date.

3. The Consultant will perform the requisite Total Performance inspections on behalf of the UR, and issue the requisite Certificate of Total Performance as appropriate.

22.6 MECHANICS' LIEN HOLD BACK

1. The Mechanics' Lien Act requires that ten percent (10%) of the value of certain contracts (e.g. construction contracts) is retained, as the work is completed, for a period of 30 days after the Project is completed. This generally takes the form of a ten percent (10%) holdback being retained during each month's progress billing.
2. The Mechanics' Lien Act stipulates when this holdback is paid to the contractor, and the conditions around liens.
3. The Holdback required under the Mechanics' Lien Act must not be confused with any amounts held back from progress payments, based on observed progress or deficiencies at the time of the billing.

22.7 DEFICIENT OR INCOMPLETE WORK

1. Deficiencies found in work by the Contractor may be cause for withholding final payments after the issuance of the Certificate of Substantial Performance.

22.8 DEFICIENCY HOLD BACK

1. The value of the monies withheld is equal to twice the cost estimated by the UR 's Consultant or MI, to remedy the deficiencies.
2. Statutory Holdback release may be prevented where deficiencies are found to remain.

22.9 CONTRACT EXTENSION

1. Any extensions to a construction contract, if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

23 PROJECT MONITORING

23.1 SCOPE

1. It is the responsibility of the UR and their Consultant to ensure that ongoing Projects are within the approved scope for the approved funding.
2. The UR must complete the scope of work that formed part of the Project Approval.
3. If MI becomes aware of deviances in scope, MI will notify the UR in writing.
4. Deviances from approved scope, especially those that cause cost overruns, will be fully the responsibility of the UR to fund.

23.2 SCHEDULE

1. Funding timelines are outlined in the funding approval letter send to the UR by MI, and are further elaborated on in Section 12 - PROJECT FUNDING TIMELINES.
2. Non-conformances to the established timelines may cause a Project to be cancelled.
3. Construction Project schedule, and control of the schedule is the responsibility of the UR and their Consultant.
4. MI Regional Office personnel may provide input in to estimated timelines for Project completion, but this does not absolve the UR and the Consultant of their responsibility.

23.3 FINANCIAL

1. Cost control is the responsibility of the UR and their Consultant. Specifically, the Consultant's responsibility for cost control is outlined in the PCA.
2. MI is unable to fund cost overruns on funded infrastructure Projects. The approved funding received by the UR is the entirety of the funding available, unless the UR secures additional funding of their own.
3. Federal cost shared funding programs generally have restrictions related to stacking funding from Federal sources. The UR is cautioned against trying to access additional federal funding from other sources without first checking with MI to determine stacking limits.

23.4 REVIEW MEETINGS

1. The UR and their Consultant will invite MI Regional Office personnel to each and any review meetings held for the duration of the Project.

2. These meetings include, but are not limited to:
 - a) Kickoff meetings,
 - b) Programming and pre-design meetings,
 - c) Design meetings,
 - d) Pre-Constriction meetings,
 - e) Progress meetings,
 - f) Commissioning meetings, and
 - g) Any other Project related meetings that arise.

24 PROJECT CLOSE OUT

1. All Project closeout documentation, including as-built drawings, completion reports, certificates, warranties, O&M Manuals, and commissioning documents shall be submitted to MI prior to request for final payment. The final payment will not be processed until these documents have been received by MI.
2. The UR is required to maintain these documents in their Project files.

25 PROCUREMENT RECORD REQUIREMENTS

1. Public bodies are required to follow the legislative requirements surrounding the retention of procurement records.
2. Retention of records related to procurement are outlined in “Section 28 - Procurement Records” of the Public Procurement Regulations. They state:
 - a) A public body shall maintain comprehensive records relating to each procurement by that public body.
 - b) Procurement records shall be kept individually by procurement, shall relate to all phases of the procurement process, and shall be maintained in a central file.
 - c) Procurement records include the following:
 - i) approved requisitions;
 - ii) quotation sheets;
 - iii) call for bids;
 - iv) amendments;
 - v) bid submissions;

- vi) evaluation documentation;
 - vii) contracts;
 - viii) supplier performance monitoring;
 - ix) change orders and extensions;
 - x) any other correspondence relating to that procurement process; and
 - xi) those other procurement records which may be required by the chief procurement officer.
- d) Procurement records may be created and stored electronically.
3. Public bodies are encouraged to contact the PPA if they have any additional questions or need clarification surrounding the retention of these records.

26 EASEMENT AND RIGHTS-OF-WAY

1. It is the responsibility of the UR and its Consultant(s) to ensure that all easements and rights-of-way are acquired before the tender is called.

27 DUTIES OF PARTIES INVOLVED

27.1 DUTIES OF THE ULTIMATE RECIPIENT

1. The UR will require approval from MI through the following Project execution steps/process:
- a) Procurement of Consultants - following the current MI Procurement of Professional Services Policy
 - b) Signature of Prime Consultant Agreements in a timely manner
 - c) Obtaining approvals, or permits to construct as the case may be, from AHJs (Water Resources, Environment, Transportation, DGSNL, etc.)
 - d) Approval to Tender
 - i) UR to provide Issue for Tender documents package to MI for review
 - ii) UR will then Tender through Tendering and Contracts Division, using MERX
 - e) Notification of Award Tender after approval to award is received from MI.
2. The UR must keep records to support all decisions throughout the duration of a Project. These records must be provided to MI upon request, within a reasonable timeframe. These shall include, but are not limited to:

- a) Checklists
 - b) Reports
 - c) Documents reviews
 - d) Meeting minutes
 - e) Payment records
 - f) Material test reports
 - g) Procurement records
3. The UR must monitor Project costs to ensure the Project is completed within the approved budget.
 4. The UR must provide all issued for review and issued for tender documents to MI.
 5. Incorporate all comments received from MI, or provide reasoning for not doing so.
 6. Ensure that MI is invited to Project meetings and provide copies of all meeting minutes related to the Projects.
 7. The UR must report on Projects in accordance with this guideline.

27.2 DUTIES OF MUNICIPAL INFRASTRUCTURE

1. Provide approvals, as deemed necessary and appropriate, in a timely manner.
2. Advise on procurement methods.
3. Steer the engagement of consultant process.
4. Prepare Prime Consultant Agreements (PCA).
5. Provide approval to tender.
6. Provide approval to enter into contract.
7. Site visits periodically throughout the project.
8. Revise and update templates for UR use as needed.
9. Review design documents and provide comments within the permitted timeframes.
10. Review and process Project Status Reports for payment.
11. Review and process, as necessary and appropriate, any COs that arise.
12. Scoring Member of evaluation committees (e.g. for RFQs, RFPs, etc.).
13. Participate in Project team meetings as deemed necessary by MI.

28 COMMUNICATIONS

28.1 JOINT COMMUNICATIONS

1. The Province, the UR, and applicable funding agencies/partners may have Joint Communications about the Project's funding.
2. Joint Communications under these Guidelines must not occur without the prior knowledge and agreement of the Province.
3. All Joint Communications material will be approved by the Province prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the UR may request Joint Communications to communicate progress or completion of the Project. The requestor shall provide at least 15 business days' notice to the other funding agencies/partners or the UR. If the Communications Activity is an event, it will take place at a mutually agreed upon date and location.
5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the UR to participate and choose their own designated representative (in the case of an event).
6. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

28.2 INDIVIDUAL COMMUNICATIONS

1. The Province and applicable funding agencies/partners retain the right to meet their obligations to communicate information about the Agreement and the use of funds through their own Communications Activities.
2. The Parties may each include general program messaging and examples of funded Projects in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
3. The Parties may issue digital communications to communicate progress of the Project.
4. The UR will be required to send a minimum of one photograph of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to the Regional Office, along with Project name, date and location.

29 SIGNAGE

1. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
2. Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to Project type, scope, location or duration.
3. Signage must conform to the applicable federal and/or provincial signage guidelines. Please contact the regional office for most recent version.
4. Signs must be installed before construction commences and must be removed when the Project is completed.
5. The Consultant must certify (via dated photograph) that the Project signs are in place before the first progress claim containing claims related to construction work is paid, photographs are to be submitted with this progress claim in MSIS.

30 PROJECTS CARRIED OUT ON A PROJECT MANAGEMENT BASIS - USING ULTIMATE RECIPIENT'S FORCES

1. Only in exceptional cases will Projects be authorized to proceed with construction using own forces for the purposes of these Guidelines. Prior approval is required before proceeding on this basis, and must follow these Guidelines.
2. If approved there will be a secondary set of guidelines that will need to be followed.

31 WORK DURING CARETAKER CONVENTION

1. During the time between the call of an election and the swearing in of new government and ministers, work that has already been started (design and construction) may continue.
2. Modifications in the ability to tender by the department may be required, notification of this will be communicated as direction is received by the department.

32 REVISIONS TO PROJECT GUIDELINES

1. These guidelines may be revised periodically, and will be integrated with annual review of the funding programs.

2. The UR will be responsible for following the guidelines as issued with Project Approval, however, the UR must note that from time to time, MI may make changes that will come into effect mid-Project. These changes will be made as needed and issued via circular, or the entire guideline may be reissued via circular in the case of comprehensive updates to these guidelines.