



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 746-2025

**CONSTRUCTION CONSULTANT / GENERAL CONTRACTOR (CCGC) SERVICES
FOR THE DECOMMISSIONING OF THE ARLINGTON STREET BRIDGE OVER THE
CPKC YARDS – PHASE 1 SERVICES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 CONSTRUCTION CONSULTANT / GENERAL CONTRACTOR (CCGC) SERVICES FOR THE DECOMMISSIONING OF THE ARLINGTON STREET BRIDGE OVER THE CPKC YARDS – PHASE 1 SERVICES

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 8, 2026.
- B2.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 The Consulting Contract Administrator or an authorized representative will conduct a Site investigation tour of the Site on:
- (a) December 16, 2025, at 9:00 a.m.;
 - (b) December 17, 2025, at 9:00 a.m.
- B3.1.1 Proponents are requested to register for the Site investigation by contacting the Consulting Contract Administrator identified in D2.
- B3.1.2 The Site investigation will include a tour on the bridge with limited directed tour within the CPKC Yards. The CPKC Yards may be viewed, as well, from the bridge and from City property.
- (a) Proponents will need to meet at 901 Logan Avenue parking lot.
 - (b) Proponent are required to bring and wear personal protective equipment.
 - (c) Safety form sign-off and a Safety Tailgate Meeting will be held prior to entering the CPKC Yard.
 - (d) Tour in the CPKC Yard will be in escorted vehicles with limited on foot activity.
 - (e) Site Tour Waiver form and further details will be provided upon registration.
- B3.2 Although attendance at the Site investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Proponent's direct observation or is provided by the Consulting Contract Administrator in writing.
- B3.4 The Proponent is responsible for inspecting the Site, the nature of the Services to be done and all conditions that might affect their Proposal or their performance of the Services, and shall assume all risk for conditions existing or arising in the course of the Services which have been or could have been determined through such inspection.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9 which shall include Form P: Person Hours.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11; and
 - (c) Phase 1 – Construction Consultant Services Understanding and Methodology (Section E) in accordance with B12.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages, font, etc., will not be regulated, except that the number of pages is limited to twenty-five (25) including all tables, drawings, photos and appendices. All pages shall be 8.5" x 11" except drawings, tables, and schedules can be 11" x 17". Also, the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2

- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "**Proponent**" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 Phase 1 – Construction Consultant Time Based Fees
- B9.1.1 The Proposal shall include a Time-Based Fee schedule calculated on a time basis on Form P as more particularly set out in D4.2.2.
- B9.1.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- (a) The City will not consider an adjustment to the Fees based on changes in the Project budget.
- B9.1.3 Notwithstanding C1.1(b), Fees shall include costs for out-of-town travel, related meals and accommodations for the duration of the Phase 1 Services and shall not be considered an Allowable Disbursement.
- B9.1.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses related to Phase 1 Services. The amount for each disbursement shall be shown on Form P: Person Hours as Type 1 Disbursement as defined in D6.1(i).
- B9.1.5 Any materials testing, soils and hazardous materials investigation or other investigations will be undertaken by the Design Consultant. Therefore, Type 2 disbursements, as defined in D6.1(j), shall not be included by the Proponent on Form P: Person Hours.
- B9.1.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.1.7 Payments to Non-Resident Construction Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B9.1.8 Fees stated shall not include any costs which may be incurred by the Construction Consultant with respect to any applicable funding agreement obligations as outlined in D20. Any such costs shall be determined in accordance with D20.
- B9.2 Phase 2 Services– Construction Overhead and Profit Percentage Rates
- B9.2.1 Further to D5, the Proposal shall identify overhead percentage rates and profit percentage rates that will be applied to the open book pricing identified in D5.1.5(b).

- B9.2.2 These percentage rates will be summed together and will form part of the evaluation criteria under B21. Points will be awarded on a proportional basis, with the lowest total percentage receiving the highest score and all other Proposals scored relative to that amount.
- B9.2.3 No other Phase 2 Services cost information under D5 is required to be submitted with the Proposal.
- B9.2.4 These percentage rates cannot be increased.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in planning and undertaking the demolition construction of medium to long span bridges on three projects of similar complexity, scope and value. Where possible, emphasis should be placed on through-truss bridges and/or working in conjunction/coordination with railways and use of explosives for the demolition of the bridges.
- B10.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings with three project listings for the Proponent and each Subconsultant.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the proponent or subconsultant;
 - (c) project's original contracted cost and final cost;
 - (d) schedule (anticipated project schedule and actual project delivery schedule);
 - (e) project owner;
 - (f) reference information (one current name with telephone numbers and email addresses per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Phase 1 – Construction Consultant Services and proposed organizational chart for Phase 2 - General Contractor Services.
- B11.2 Identify the Key Personnel assigned to the Phase 1 – Construction Consultant Services as well as the proposed Key Personnel for Phase 2 - General Contractor Services which may include but not be limited to:
- (a) Project Manager
 - (b) Construction Superintendent
 - (c) Demolition Expert
 - (d) Demolition Engineer
 - (e) Construction Scheduler
 - (f) Cost Estimator
 - (g) Safety and Environmental Managers

- B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Phase 1 – Construction Consultant Services as well as the experience and qualifications of the proposed Key Personnel for Phase 2 - General Contractor Services for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in construction and years of experience with existing employer. Roles of each of the Key Personnel should be identified in the organizational chart referred to in B11.1.1.
- B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (one current name with telephone numbers and email addresses per project).
- B12. PHASE 1 – CONSTRUCTION CONSULTANT SERVICES – UNDERSTANDING AND METHODOLOGY (SECTION E)**
- B12.1 Describe your firm's project management approach and team organization during the performance of the Phase 1 – Construction Consultant Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of the Phase 1 – Construction Consultant Services.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Phase 1 – Construction Consultant Services.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements including the bridges existing condition;
 - (b) the team's understanding related to working in CPKC railway yard and related operational railway challenges;
 - (c) identification of risks and opportunities
 - (d) decommissioning plan development;
 - (e) creative thinking and innovation
 - (f) the methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (g) any other issue that conveys your team's understanding of the Phase 1 – Construction Consultant Services requirements.
- B12.5 The Proposal should include Form P: Person Hours for all Key Personnel assigned to the Phase 1 – Construction Consultant Services.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.8 For each person identified in B11.2 assigned to Phase 1 – Construction Consultant Services, list the percent of the person's time to be dedicated to the Phase 1 – Construction Consultant Services in accordance with the Scope of Services identified in D4.

B13. DISCLOSURE

B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below. The Persons are:

- (a) PCL Canada
- (b) MD Steele Construction Ltd.
- (c) Rakowski Group
- (d) Phoenix Ironworks
- (e) Stantec Consulting Ltd.
- (f) Vector Construction Ltd.
- (g) Selkirk Machine Works
- (h) Western Mechanical
- (i) Sacchetti Construction
- (j) HDR Inc.
- (k) Dillon Consulting

B13.2 Additional Material:

- (a) Portions of The Arlington Street Bridge Over the CPR Yards Preliminary Design – Phase 3 Report will be provided to Proponents for information purposes only after award.
- (b) Example CPKC Construction Plan drawings have been provided as Appendix A so the Construction Consultant can gauge the level of effort required for the decommissioning plans.

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Project has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals, the award of the Contract, or the award of contract for any Part of the Phase 2 – General Contractor Services; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract or the contract for any Part of the Phase 2 – General Contractor Services;

- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with their Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Project that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Project that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

- (d) have or establish and staff an office in Winnipeg for the duration of the Contract.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Contract; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the works associated with this Contract;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D7).
- B15.4 Further to B15.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilityymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

- B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
 - (c) Phase 1 Services – Construction Consultant Time Based Fees; (Section B) 5%
 - (d) Phase 2 Services – Construction Overhead and Profit Percentage Rates (Section B) 10%
 - (e) Experience of Proponent and Subconsultant; (Section C) 25%
 - (f) Experience of Key Personnel Assigned to the Project; (Section D) 30%
 - (g) Phase 1 – Construction Consultant Services Understanding and Methodology (Section E) 30%
- B21.2 Further to B21.1(a) the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), the Phase 1 – Construction Consultant Time Based Fees will be evaluated based on the Phase 1 – Construction Consultant Time Based Fees submitted in accordance with B9.
- B21.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points
- B21.6 Further to B21.1(d), the Phase 2 – Construction Overhead and Profit Percentage Rates will be evaluated based on the Phase 2 – Construction Overhead and Profit Percentage Rates submitted in accordance with B9.
- B21.7 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.
- B21.8 Further to B21.1(e), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B21.9 Further to B21.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on projects of comparable size and complexity, in accordance with B11.
- B21.10 Further to B21.1(g), Phase 1 – Construction Consultant Services Understanding and Methodology will be evaluated considering your firm's understanding of the City's Phase 1 – Construction Consultant Services, project management approach and team organization, in accordance with B12.
- B21.11 Notwithstanding B21.1(e) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;

- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2025 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B22.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.5 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.5.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B22.8 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B22.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of an award letter.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D20 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.10 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.11 If, after the award of Contract, either one or both Phases of the Project are cancelled, or one or both Parts of the Phase 2 – General Contractor Services are cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Consultant Services*.
- C0.3 In addition to the terms of the General Conditions for the Consultant Services (Revision 2022 09 02), the following shall apply:
- (a) The term “**Contract**” in the General Conditions for the Consultant Services and herein refers to the terms and conditions that govern the legal relationship between the City and Construction Consultant with respect to the Phase 1 – Construction Consultant Services;
 - (b) The term “**Consultant**” in the General Conditions for the Consultant Services and herein shall be read as “Construction Consultant”; and
 - (c) The term “**Services**” in the General Conditions for the Consultant Services and herein shall be read as the “Phase 1 – Construction Consultant Services”.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is Tetra Tech Inc., represented by:
Mike Boissonneault, P. Eng.
Project Manager
Telephone No. 204-590-6606
Email Address: mike.boissonneault@tetrattech.com
- D2.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. BACKGROUND

- D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D3.2 The purpose of this Request for Proposal is to engage a Construction Consultant to assist the Design Consultant to develop a decommissioning plan for the Arlington Street Bridge that will be accepted by the City and CPKC. The decommissioning plan will address site preparation, bridge demolition, site restoration, and related works. These requirements are more particularly set out in the Scope of Work identified in Part E.
- D3.3 Arlington Bridge
- D3.3.1 Description
- (a) The existing Arlington Bridge is a 37-span, 611.8m long, steel girder and steel truss bridge originally constructed and opened February 5, 1912. The 37 spans are composed of the South Approach Spans 1 -13, the Pratt Truss Spans 14- 18, the Camelback Truss Spans 19-21, Spans 22-25 are Steel I-Girder, and the North Approach spans 26-37. The bridge consists of two vehicular traffic lanes and two sidewalks. The bridge consists of 38 substructure units (SU), including 36 piers. SU 14 – 22 (Piers 1-9) are large concrete piers. The remainder of the SUs are steel column bents.
 - (b) During its 110-year life span, the bridge has undergone several rehabilitation assignments, including 1992, 2002, 2010, and 2022, in addition to several emergency/planned repairs including emergency repairs completed in 2024.
 - (c) The bridge spans over the CPKC Winnipeg Yard, spanning over 53 tracks. This Yard is one of CPKC's busiest classification yards in Western Canada and a vital link in CPKC's railway network moving commodities domestically and internationally and supporting the Canadian economy.
- D3.3.2 Preliminary Design of Rehabilitation and Decommissioning Recommendations
- (a) In 2023, the City commissioned a Feasibility Study and Preliminary Design to investigate the feasibility of a bridge rehabilitation.
 - (b) The results of the detailed condition assessment and structural load rating concluded that the existing bridge is no longer safe to carry traffic, and that continued

maintenance of the bridge was not economic or feasible. The bridge was closed to traffic in November 2023 and emergency repairs were undertaken to release seized bearings and structural damage to Span 19.

- (c) The recommendation of the Preliminary Design was to decommission the existing bridge and construct a new bridge on the same alignment.

D3.3.3 Canadian Pacific Kansas City Engagement

- (a) Maintaining safety of the public and of CPKC personnel and operations will be of the highest priority.
- (b) All decommissioning activities within the CPKC Winnipeg Yard will require prior approval of CPKC.
- (c) CPKC will contribute to the development of decommissioning plans and may contribute to portions of decommissioning construction activities as it relates to railway works and track protection.
- (d) CPKC's involvement in the decommissioning of the Arlington Bridge is covered under separate agreement with the City.

D4. SCOPE OF SERVICES

D4.1 The Phase 2 – General Contractor Services are expected to be completed in two separate parts (each a “**Part**”) with Part A tentatively occurring in the summer of 2026 and Part B occurring in the summer of 2027 subject to approval of demolition procedures and acceptance of the demolition scheduling timeframe by CPKC. Referring to the Arlington Bridge Phase 4 – Decommissioning drawings Sheet 2 of Appendix A, Part A and Part B are defined as:

- (a) Part A – The southern portion of the bridge encompassing Spans 1 to 17 which includes the south ramp structure and four of the five Pratt truss spans. Span 18, the final Pratt truss span may be included in Part A. This includes removal Piers 1-5.
- (b) Part B – The northern portion of the bridge encompassing Spans 19 to 37 which includes the three Camelback truss spans and the north ramp structure. Span 18, the final Pratt will be removed in Part B if it is not removed with Part A works.

D4.2 Phase 1 – Construction Consultant Services

D4.2.1 The Services required under this Contract shall be in accordance with the Scope of Work identified in Part E.

D4.2.2 As the exact level of effort will be based on the number of iterations of the decommissioning plan with CPKC which is unknown, Proponents shall base their Fees on a total aggregate of 1000 hours for their Construction Consultant team as provided below plus Type 1 disbursements identified in B9.1.4.

- (a) The Construction Consultant shall provide a bi-weekly summary report identifying the activities undertaken and level of hourly effort undertaken by each member of the Construction Consultant team.

D4.2.3 The Services required under this Contract shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Construction Consultant is being engaged by the City for their professional expertise; the Construction Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Construction Consultant is of the opinion is not consistent with good industry practice.

D4.3 The funds available for this Contract are \$250,000.00.

D5. EXCLUSIVE OPPORTUNITY TO SUBMIT BID FOR PHASE 2 – GENERAL CONTRACTOR SERVICES

- D5.1.1 The City may grant the Construction Consultant the exclusive opportunity to bid on one or more Parts of the Phase 2 – General Contractor Services and directly award the construction contract for that Part of the Phase 2 – General Contractor Services to the Construction Consultant in accordance with this Section D5. For clarity, the City's decision to grant the Construction Consultant the opportunity to bid on Part A of the Phase 2 – General Contractor Services does not create any entitlement or expectation that the Construction Consultant will receive such an opportunity to bid on Part B of the Phase 2 – General Contractor Services, and award of Part A of the Phase 2 – General Contractor Services to the Construction Consultant does not guarantee award of Part B of the Phase 2 – General Contractor Services to the Construction Consultant.
- D5.1.2 The Construction Consultant's ability to participate in the exclusive opportunity to bid on a Part of the Phase 2 – General Contractor Services is based on:
- (a) The City's determination, in its sole discretion, that the Construction Consultant has performed the Phase 1 – Construction Consultant Services, in a timely, diligent, and competent manner, and has demonstrated capability and capacity to perform the given Part of the Phase 2 – General Contractor Services;
 - (b) The Construction Consultant's agreement to use the City's standard form of construction contract for the given Part of the Phase 2 – General Contractor Services, which, *inter alia*, will incorporate the City's General Conditions for Construction (Revision 2025 11 01);
 - (i) The General Conditions for Construction are available on the Information Connection page at The City of Winnipeg, Corporate Finance, the Purchasing Division website at https://www.winnipeg.ca/matmgt/gen_cond.stm
 - (c) Evidence that the Construction Consultant can be bonded and insured to the limits to be determined by the City;
 - (d) Evidence that the Construction Consultant has a COR Certified Safety Program;
 - (e) Evidence that the Construction Consultant can conform to CPKC operational safety and security requirements; and
 - (f) The Construction Consultant is in good standing under applicable laws, regulations, and licensing requirements necessary to carry out the given Part of the Phase 2 – General Contractor Services.
- D5.1.3 If the Contract is terminated before the Construction Consultant completes the Phase 1 – Construction Consultant Services, or the Construction Consultant does not achieve the minimum required criteria set out in Section D5.1.2, then the City may, in its sole discretion, choose one or more of the following actions:
- (a) Decline to provide the Construction Consultant with an exclusive opportunity to bid on any Part of the Phase 2 – General Contractor Services;
 - (b) Procure any Part of the Phase 2 – General Contractor Services through an alternative procurement method, which may include a public or competitive procurement, and the Construction Consultant is ineligible to submit a bid.
- D5.1.4 The City has no liability to the Construction Consultant or any other party for any decision the City makes to exercise any of its rights under this Section D5.
- D5.1.5 Bid Submission and Review Process
- The process for submission and review of the Construction Consultant's bid for any Part is as follows:
- (a) Request to submit bid
 - (i) If the City requests a bid for a given Part of the Phase 2 – General Contractor Services from the Construction Consultant, the Construction Consultant may prepare and submit its detailed bid, including open book pricing in accordance

with D5.1.5(b). The bid shall reflect the requirements of the Tender Documents and comply with all City requirements.

(b) Open Book Pricing

The Construction Consultant's pricing shall be submitted on an open book basis to ensure transparency and fairness. Open book pricing includes, at a minimum:

- (i) Detailed breakdown of labour, plant, equipment, and materials costs, supported by subcontractor and supplier quotations;
- (ii) Disclosure of subcontractor and supplier selection process which shall follow a competitive procurement process where feasible, or justification where not feasible;
- (iii) Identification of allowances and contingencies, with clear justification for amounts proposed;
- (iv) Identification of stand-by time costs where CPKC delays track block closures.
- (v) Disclosure of all mark-ups, overhead, and profit percentages applied to costs;
- (vi) Breakdown of site management costs, including staffing, equipment, and temporary works; and
- (vii) Confirmation of any exclusions or assumptions underpinning the pricing.

All pricing support and documentation must be made available to the City and Cost Consultant for review.

(c) Cost Consultant Review

- (i) An independent third-party cost consultant ("**Cost Consultant**"), may be retained by the City to review the Construction Consultant's pricing and provide a written opinion to the City identifying:
 - 1. whether the bid represents fair market value;
 - 2. any deviations from market norms or benchmarks;
 - 3. the reasonableness of the assumptions underpinning the bid; and
 - 4. any risks to the City if the bid is accepted as submitted.
- (ii) The Cost Consultant's opinion issued under D5.1.5(c)(i) will take into account, at a minimum, the following:
 - 1. review of the rates proposed for labour and plant costs and comparison against industry benchmarks;
 - 2. validation of material and equipment pricing against supplier quotations and any noted indices;
 - 3. examination of subcontractor and supplier quotations and procurement process;
 - 4. review of amounts proposed for allowances and contingencies, with consideration of project-specific risks and typical industry practices;
 - 5. verification of mark-ups, overhead, and profit, and comparison with industry practices;
 - 6. assessment of site management costs, relative to industry practices and project duration;
 - 7. identification and analysis of any qualifications, exclusions, or assumptions provided in the bid, and their effect on overall value; and
 - 8. comparison of Construction Consultant's overall bid against industry cost data and historical project costs of similar scale and complexity.

(d) City's Evaluation and Decision

- (i) City and the Contract Administrator will review the bid together with the Cost Consultant's report.
- (ii) If the City determines that the Construction Consultant's pricing represents fair market value and the bid meets Project requirements as set out in the Tender

- Documents, then the City may award the contract for the given Part of the Phase 2 – General Contractor Services to the Construction Consultant.
- (iii) The City expects to advise the Construction Consultant of its determination under D5.1.5(d)(ii) in writing within 45 days of receipt of the Construction Consultant's bid.
 - (iv) If the City determines that the Construction Consultant's pricing does not represent fair market value, the Construction Consultant does not bid on the Part of the Phase 2 – General Contractor Services when the City requests, or the City does not request a bid from the Construction Consultant for the Part of the Phase 2 – General Contractor Services, then the City at its sole discretion, may procure a contract for any Part of the Phase 2 – General Contractor Services by an alternate procurement method.
 - (v) The City will not publish the Construction Consultant's firm price if the City does not accept it. The City may, in its sole discretion, use all or any portions of the Tender Documents as part of the procurement documents for any Part of the Phase 2 – General Contractor Services if they are being procured through an alternate procurement method.
 - (vi) The City is not obligated to request or accept a bid from the Construction Consultant for any Part of the Phase 2 – General Contractor Services.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) **"CPKC"** means Canadian Pacific Kansas City Limited ;
- (b) **"Design Consultant"** means Tetra Tech Canada Inc. engaged by the City to provide advice and assistance to the City with the Project's planning, design execution, and contract administration for all of the foregoing;
- (c) **"Phase 1 - Construction Consultant Services"** or **"Phase 1 Services"** means the services performed by the Construction Consultant under this Contract, including the preparation of the decommissioning plans for Part A and Part B works defined in Section D4.1;
- (d) **"Phase 2 – General Contractor Services"** or **"Phase 2 Services"** means the decommissioning construction to take place in accordance with the finalized decommissioning plans created under the Phase 1 – Construction Consultant Services, all as more particularly defined in the Tender Documents, and comprising Part A and Part B works defined in Section D4.1;
- (e) **"Project"** means the decommissioning of the Arlington Street Bridge over the CPKC Yards which comprises the Phase 1 – Construction Consultant Services and which may comprise the Phase 2 – General Contractor Services;
- (f) **"Phase 1 Services Team"** means the City, the Design Consultant, the Construction Consultant and other third-party consultants as identified by the City;
- (g) **"Supply Chain Disruption"** means an inability by the Construction Consultant to obtain goods or services from third parties necessary to perform the Services of the Contract within the schedule specified therein, despite the Construction Consultant making all reasonable commercial efforts to procure same. Construction Consultant is advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (h) **"Tender Documents"** means the drawings, specifications, schedules, general conditions, and other documents developed by the Design Consultant for Part A and Part B of the Phase 2 – General Contractor Services;
- (i) **"Type 1 Disbursements"** means allowable disbursements related to overhead items included in day-to-day operations and shall include but may not be limited to computer/software costs, communication costs, digital photography, administration fees, local transportation costs, and items incidental to the Services, except as provided herein;

- (j) “**Type 2 Disbursements**” means allowable disbursements for materials testing, hazardous material investigations, geotechnical investigations or other investigations to collect other on-Site data used in the Contract preparation.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Construction Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. SUPPLIER CODE OF CONDUCT

- D8.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Construction Consultant declares that in bidding for the Services and in entering into this Contract, the Construction Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D9.3 Upon request from the Consulting Contract Administrator, the Construction Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Services and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C14.
- D9.5 In the event that the City, in its sole discretion, determines the Construction Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Construction Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Construction Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Construction Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Construction Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract and may be exercised by the City following the performance of the Services, should the City determine, that a violation by the Construction Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D10. INFORMATION MANAGEMENT

- D10.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Construction Consultant. Further, where the Services are being provided by a third party (either by a Subconsultant or authorized third party reseller), the Construction Consultant represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D10.2 The Construction Consultant acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D10.3 The Construction Consultant:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D10.4 While this Contract is in effect, and at all times thereafter, the Construction Consultant shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract.

For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

- D10.5 The Construction Consultant shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Construction Consultant shall be in compliance with FIPPA and PHIA.
- D10.6 Further to C9 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D10.7 The Construction Consultant shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Consulting Contract Administrator. The Construction Consultant shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Services, the City, or the Confidential Information without the prior written consent of the Consulting Contract Administrator.
- D10.8 While this Contract is in effect and at all times thereafter the Construction Consultant shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subconsultants or agents, without the prior written consent of the Consulting Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Consulting Contract Administrator; and
 - (d) inform its Subconsultants of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subconsultants comply with those obligations, including (but not limited to) binding said Subconsultants to terms no less strict than those herein through written confidentiality agreements.
- D10.9 The Construction Consultant shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Construction Consultant has in place to protect its own confidential information; or
 - (b) the standards imposed on the Construction Consultant by the Consulting Contract Administrator.
- D10.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Construction Consultant shall immediately notify the Consulting Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Consulting Contract Administrator of said steps in writing.
- D10.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Construction Consultant shall provide the Consulting Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Consulting Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Construction Consultant shall cooperate with the Consulting Contract

Administrator in the defense of the demand, if so requested by the Consulting Contract Administrator.

- D10.12 The Construction Consultant shall, and shall ensure its Subconsultants, comply with all directives issued by the Consulting Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Consulting Contract Administrator so that the Consulting Contract Administrator can verify that the Construction Consultant has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 The Construction Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Construction Consultant does not carry on business in Manitoba, in the jurisdiction where the Construction Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D12. SAFE WORK PLAN

- D12.1 The Construction Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Services on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D13. INSURANCE

- D13.1 The Proponent shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D13.2 During Phase 1 Services, the Proponent shall without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Proponent shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Construction Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Proponent directly or indirectly in the performance of the Services. The limit of liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) In addition, insurance as outlined in D13.2(a) and (b) the Proponent shall provide or have their Engineering Consultant provide and maintain evidence of the following:
 - (i) Professional Liability and/or Errors and Omissions insurance in an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D13.2.1 The Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) month after Total Performance.
- D13.3 The policies required in D13.2(a) shall provide that the City and Canadian Pacific Kansas City Limited be named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D13.4 The Proponent shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D13.2(a) and D13.2(c).
- D13.5 During Phase 2 Services, the City will pay for and maintain the following owner controlled insurance program to remain in place at all times during the performance of the work. The City reserves the right to add, delete, revise and redefine insurance requirements at any time, at its sole discretion, during the RFP or Tender Process for any Part of the Phase 2 Services. The City, at a minimum, plans to provide and maintain the following insurance coverage :
- (a) Wrap-up liability insurance in an amount of no less than ten million dollars (\$10,000,000) inclusive per occurrence and ten million dollars (\$10,000,000) general aggregate, covering bodily injury, personal injury, sudden and accidental pollution liability, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability and cross liability clauses. Such insurance to contain no exclusions for blasting, demolition or explosion.
 - (i) The Proponent shall be responsible for deductibles
 - (ii) The City will carry such insurance to cover the City, the Proponent, Contractors, and Subcontractors as insured's. Provision of this insurance by the City is not intended in any way to relieve the Proponent from his obligations under the terms of the contract awarded for any Part of the Phase 2 Services. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City remains with the Proponent.
 - (iii) Canadian Pacific Kansas City Limited shall be shown as additional insured
 - (iv) Wrap-up liability insurance shall include twenty-four (24) months completed operations endorsement
 - (v) The Proponent shall provide the City with any information reasonable requested by the City, from time to time, to enable the construction insurance to be provided and maintained by the City and underwritten by competent insurers.
- D13.6 During Phase 2 Services, at a minimum, the Proponent shall provide and maintain the following insurance coverage at all times during the performance of the work
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the City and Canadian Pacific Kansas City Limited added as an additional insured, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability, broad form property damage cover and products and completed operations. Such evidence of insurance to contain no exclusions for explosion, demolition or blasting.
 - (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the work. The

Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- (c) Contractor's pollution liability (CPL) in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate insuring against claims covering third-party injury and property damage claims and including cleanup costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to name the City and Canadian Pacific Kansas City Limited as an additional insured and remain in place throughout the warranty period;
- (d) Property insurance for equipment, tools, field office and portable toilets used by the Contractor directly or indirectly in the performance of the work on the project that may be owned, rented, leased or borrowed.

D13.7 The Proponent shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D13.10.

D13.8 The Proponent may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D13.9 All insurance, which the Proponent is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D13.10 The Proponent shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D14. COMMENCEMENT

D14.1 The Construction Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D14.2 The Construction Consultant shall not commence any Services until:

- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) the Safe Work Plan specified in D12; and
 - (iii) evidence of the insurance specified in D13.
- (b) the Construction Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
- (c) The direct deposit application specified in D18.1.

D14.3 The City intends to award this Contract by January 30, 2026

D15. CRITICAL STAGES

D15.1 It is anticipated that the draft plans for decommissioning of the Part A works will be completed and submitted to the City and CPKC for review by March 13, 2026.

D15.2 It is anticipated that the final plans for decommissioning of the Part A works and the Tender Documents for Part A of the Phase 2 – General Contractor Services will be completed and approved by the City and CPKC by April 17, 2026.

D16. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D16.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Construction Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D16.2 If the Construction Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D16.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Construction Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Construction Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D16.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Construction Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D16.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D16.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D16.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D17. INVOICES

- D17.1 Further to C11, the Construction Consultant:
- (a) shall submit invoices for Services performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D18. PAYMENT

- D18.1 Further to C11.14, the City shall make payments to the Construction Consultant by direct deposit to the Construction Consultant's banking institution, and by no other means. Payments will not be made until the Construction Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D19. DISPUTE RESOLUTION

- D19.1 If the Construction Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Construction Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D19.

- D19.2 The entire text of C17.4 is deleted, and amended to read: “Intentionally Deleted”
- D19.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Construction Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City’s Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Construction Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D19.4 Further to C17, prior to the Consulting Contract Administrator’s issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Construction Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator (“Dispute”):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Construction Consultant’s equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Construction Consultant’s equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Construction Consultant’s equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Construction Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D19.4.1 Names and positions of Construction Consultant representatives equivalent to the above City position levels shall be determined by the Construction Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D19.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D19.4.3 Both the City and the Construction Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D19.4.4 If the Dispute is not resolved to the City and Construction Consultant’s mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D19.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D20.2 Further to D20.1, in the event that the obligations in D20 apply, actual costs legitimately incurred by the Construction Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Construction Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D20.3 For the purposes of D20:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D20.4 Modified Insurance Requirements

- D20.4.1 If not already required under the insurance requirements identified in D13, the Construction Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D20.4.2 The Construction Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D20.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D20.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D20.5 Indemnification By Construction Consultant

- D20.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Construction Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Construction Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Construction Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D20.5.2 The Construction Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;in relation to this Contract or the Services.

D20.6 Records Retention and Audits

- D20.6.1 The Construction Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D20.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Construction Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D20.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D20.7 Other Obligations

- D20.7.1 The Construction Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D20.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Construction Consultant, the Construction Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D20.7.3 The Construction Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D20.7.4 The Construction Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D20.7.5 The Construction Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D20.7.6 The Construction Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Construction Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Construction Consultant or a Subconsultant concerning the Services.

PART E - PHASE 1 – CONSTRUCTION CONSULTANT SERVICES – SCOPE OF WORK

E1. GENERAL

- E1.1 This part contains a description of the expected scope of Services for the Construction Consultant and expected interactions with the Phase 1 Services Team and CPKC.

E2. GENERAL DESCRIPTION OF THE SERVICES

- E2.1 The goal of this Contract is to develop a detailed decommissioning plan for the Part A and Part B works which will result in the safe demolition of the existing Arlington Bridge over the CPKC Yards.
- E2.2 Decommissioning will include the demolition and removal of the existing bridge, including:
- (a) Existing concrete/asphalt steel pan bridge deck, barriers, railings, lighting, utilities and miscellaneous items;
 - (b) Existing steel trusses and girders; and
 - (c) Existing substructure units to 1.0 m below grade level except for concrete Piers 6 to 9 located within the CPKC Yards. The concrete piers will be removed at a later date.
- E2.3 The Design Consultant has developed preliminary decommissioning plans, which include drawings and schedules/descriptions of work that have been reviewed by all parties, including CPKC. However, CPKC is again currently reviewing the decommissioning concept with a third party. The preliminary plans are included in Appendix A.
- E2.4 As identified in D4.1 the bridge demolition is anticipated to occur in two parts. The Scope of Work of this Contract includes the decommissioning planning for the Part A and Part B works but the Construction Consultant shall prioritize the decommissioning planning of the Part A works to meet the deadlines specified in D15. Demolition methods for Part B works are still being considered per E2.9.
- E2.5 Should the City determine, in its sole discretion, that sufficient progress has not been made on the decommissioning planning of the Part B works by the date specified in D15.2, or the final decommissioning methodology falls outside of the Proponent's skill set, the City may terminate this Contract. The Proponent will be paid for all Services rendered up to time of termination.
- E2.6 Preliminary decommissioning plans provided in Appendix A identify varying methodologies between Part A and Part B as identified below.
- E2.7 Part A of the Phase 2- General Contractor Services is proposed to be undertaken between May-September 2026 and Part B of the Phase 2- General Contractor Services is proposed to be completed between May-September 2027, subject to approval of the City and CPKC.
- E2.8 Part A works Methodology
- (a) Removal of the south ramp structure between Span 1 and Span 13 will utilize traditional removal from grade demolition techniques.
 - (b) Removal of the Pratt Truss Spans 14 to 17 are currently identified to be removed by Self-Propelled-Modular-Transporters (SPMT) and Gantry removal. As noted in D4.1, Span 18 may be considered to be removed in Part A.
 - (c) Removal of Piers 1-5 to one metre below grade as shown on the drawings.
- E2.9 Part B works Methodology
- (a) Demolition methods for the Camelback Truss Spans 19 to 21 are currently being reviewed to determine the feasibility of SPMT removal based the strength and condition of these trusses. An alternative method identified in the Appendix A drawing is a Blast and Drop removal method should SPMT removal be deemed to not be feasible. The Span 18 Pratt

Truss, if not removed with Part A works would be demolished in Part B utilizing the chosen methodology.

- (b) Removal of Spans 22 to 25 over the north extremity of the CPKC Yard and Jarvis Avenue are expected to utilize a crane removal demolition method.
- (c) Removal of the north ramp structure between Span 26 to 37 will utilize traditional removal from grade demolition techniques.

E2.10 The intent is to follow the preliminary decommission plans to the greatest extent possible subject to CPKC operational limitations or means and methods which greatly improve efficiency and/or cost. The Consulting Contract Administrator will only consider alternative decommissioning methodologies within the CPKC Yard on this basis. The intent of this RFP is to seek pre-construction consultation expertise to have the Construction Consultant:

- (a) Review the preliminary decommissioning plans prepared by the Design Consultant and provide advice/guidance on updating the plans to include the Construction Consultants' expertise. Decommissioning plan drawings will be updated by the Design Consultant, in consultation with the Construction Consultant. The Construction Consultant shall update and complete the schedule/descriptions for each item of the demolition works.
- (b) Evaluate proposed decommissioning activities and their potential impacts to the CPKC Yard, all CPKC rail tracks and CPKC operations. The intent is to minimize railway track closures to the greatest practical extent. The Design Consultant will assist in railway design and operational requirements.
- (c) Develop and prepare the decommissioning methodology, resource requirements and schedule which includes the schedule/description like that presented in Appendix A and a written description of works in a memo or letter document.
- (d) Develop a detailed decommissioning schedule including track block schedules as required by CPKC. Schedule to meet the requirements of the City and CPKC which would be provided to the Construction Consultant and/or obtained through discussion. The schedule shall be separated into 15-minute increments.
- (e) The Consulting Contract Administrator will submit the decommissioning plans and documentation noted above to CPKC for their review and comment. It is anticipated that two formal submissions with separate meetings and minor sub plan submissions will be required.
- (f) Develop a detailed cost estimate for the decommissioning work in accordance with E6, taking into account the local market conditions. Up to date construction cost estimates shall be developed and submitted with each successive decommissioning plan submitted for review by the Consulting Contract Administrator.

E2.11 Once the City's determines that the decommissioning plan for a Part is complete to the extent required to commence the Phase 2 – General Contractor Services for such Part, the City will provide written notice to the Construction Consultant as to whether or not it is requesting a bid for such Part of the Phase 2 – General Contractor Services.

E3. ROLES

E3.1 Phase 1 Services Team

- (a) The Phase 1 Services Team will consist of the City, the Consulting Contract Administrator/Design Consultant, and the Construction Consultant. The roles of the City and Design Consultant are as follows.

E3.1.1 The City shall:

- (a) Be involved in all major Project decisions
- (b) Review all cost estimates and schedules submitted by the Construction Consultant
- (c) Negotiate and develop agreements and associated costs with CPKC.

E3.1.2 The Design Consultant shall:

- (a) Act as the Consulting Contract Administrator and the main point of contact between the Construction Consultant and CPKC. The Design Consultant will review all submissions prior to CPKC and shall arrange all communications between the Construction Consultant and CPKC.
- (b) Review all of the Construction Consultant's submissions for compliance within the terms of the agreement.
- (c) Provide technical input, previous bridge load ratings, SAP finite element load rating models for Spans 14-18, 19/21 and Span 20 and analysis completed for the load ratings. The Construction Consultant is expected to evaluate the bridge capacity for any proposed SPMT, jacking or crane lifts, including detailed design of any required strengthening or modifications to the existing bridge.
- (d) Prepare drawings for submission to CPKC of the decommissioning activities.
- (e) Provide CPKC track numbering information, site plans and address existing utilities within the area for the Consulting Contractor's decommissioning plan.
- (f) Evaluate traffic impacts associated with construction vehicles venturing to and leaving CPKC Yard during decommissioning include turning movements. Impacts to traffic will be discussed and managed by the Design Consultant including discussion with Emergency Response Services, stakeholders, schools and school bus routes, Winnipeg Transit, etc.
- (g) The Design Consultant will work with City of Winnipeg Public Works and Water and Waste Department to advise the Construction Consultant of existing and planned works within the area and work to mitigate impacts to ongoing construction activities.
- (h) The Design Consultant will provide existing bridge inspection reports and condition assessments included available material testing documents.
- (i) Existing drawings will be provided to the Construction Consultant for use in planning the proposed demolition.

E3.2 CPKC shall:

- (a) Review all submissions prepared by the Design Consultant and Construction Consultant.
- (b) Provide CPKC specific information as required.
- (c) Provide flagging for site visits as required during decommissioning plan development. costs associated with flagging will be borne by the City of Winnipeg.
- (d) Provide acceptance of the final decommissioning plans.

E4. PHASE 1 - CONSTRUCTION CONSULTANT SERVICES

E4.1 The Phase 1 - Construction Consultant Services begin upon commencement of the Contract and will conclude upon the sooner of the following:

- (a) the City delivering written notice to the Construction Consultant that the Phase 1 – Construction Consultant Services are complete;
- (b) the City delivering written notice to the Construction Consultant that the Scope of Services under this Contract no longer includes decommissioning planning of the Part B works;
- (c) the City delivering written notice to the Construction Consultant that it is not requesting a bid from the Construction Consultant for a given Part of the Phase 2 – General Contractor Services;

unless the Contract is terminated earlier in accordance with this RFP.

E4.2 General Services

- (a) The Construction Consultant must:
 - (i) report directly to the Consulting Contract Administrator;

- (ii) coordinate all of its Services with those of the Consulting Contract Administrator and work together with the Phase 1 Services Team in the spirit of partnership and cooperation;
- (iii) provide fully qualified, experienced personnel to perform the Services;
- (iv) serve the City's interests and respect the City's policies and procedures and at all times perform all Services in a professional manner;
- (v) use best practices in performing the Services;
- (vi) develop and maintain a continuous and comprehensive document control and reporting system
- (vii) deliver all Services in a timely manner and as per the schedule;
- (viii) provide cost and schedule certainty supporting Project performance requirements established by the Design Consultant.
- (ix) The Construction Consultant is engaged concurrently with the Design Consultant's pre-construction phase services and will be responsible for the completeness of Contract documentation in conjunction with the Design Consultant.
- (x) The Construction Consultant is not authorized to make changes to the Project without the Consulting Contract Administrator's approval and the City's acceptance.
- (xi) Prepare Preliminary Design drawings for the proposed decommissioning method including but not limited to bridge element repairs or strengthening including connections. Signed and sealed design drawings and calculations will be required in Phase 2 Services for any truss modifications, in the event the decommissioning plan is accepted by CPKC and the City awards any Part of the Phase 2 Services to the Contractor Consultant.

E4.3 Upon Contract commencement, review design documents as the base to develop the decommissioning plan and further develop and update the plan on a continuing basis as the design progresses to identify constructability concerns, evaluate possible alternatives, and provide expert advice regarding the potential resolution of these concerns and selection among alternatives.

E4.4 The Construction Consultant must complete the Services in accordance with the Consulting Contract Administrator's requirements and this Contract. The Construction Consultant must provide the Services in an expeditious and economical manner consistent with the City's interests. The Construction Consultant must cooperate with the Design Team and endeavour to further the City's and Project's interests.

E4.4.1 Management and advisory services, for which the Construction Consultant must develop a Construction Management Plan setting out how the construction phase will be executed, including:

- (a) pre-construction preparations including railway track protection measures and ground preparations for the decommissioning;
- (b) work packaging and staging of decommissioning operations from mobilization through to final restoration;
- (c) develop schedules including preparation of 15-minute increment schedules during railway track closures;
- (d) preparation of a Class 1 cost estimate;
- (e) identify permit requirement and coordinate with the Phase 1 Services Team to obtain all permits without delay to the Project. Standard permits will be obtained by the Design Consultant;
- (f) roles and responsibilities of all construction team members, including subcontractors, and CPKC operational staff involved;
- (g) develop cost and schedule control measures;
- (h) develop communication and document control measures;
- (i) safety, environmental, traffic, quality, change, and risk management;

- E4.4.2 The Construction Consultant's decommissioning plan shall include:
- (a) proposed means and methods;
 - (b) truss modifications (if required);
 - (c) labour and equipment requirements;
 - (d) materials requirements;
 - (e) expected work by others including CPKC;
 - (f) safety and environmental protection procedures;
 - (g) access in and out of the CPKC Yard and specific location of work; and
 - (h) detailed schedule of work.
- E4.4.3 Review available areas for laydown, storage, and temporary facilities within and outside of the work Site;
- E4.5 Phase 1 Services Team Meetings
- (a) The Construction Consultant must provide appropriate representation at bi-weekly progress meetings as the Consulting Contract Administrator requires. The Construction Consultant may attend these meetings virtually.
 - (b) The Design Consultant will lead the meetings and prepare minutes for each meeting. The Construction Consultant shall be prepared for each meeting and provide an update on the decommissioning planning and be prepared to collaborate with the Phase 1 Services Team on current and previous actions that may arise from the meetings.
 - (c) The Construction Consultant must attend additional ad-hoc meetings as the City requires in the process of delivering the Services.
- E4.6 Meetings with CPKC
- (a) It is envisioned that up to three in-person meetings will be held with CPKC in Winnipeg, Manitoba. The Construction Consultant shall have appropriate representation at these meetings to discuss and advise on the decommissioning plan and schedule.
 - (b) Additional meetings with CPKC may be required virtually.
- E4.7 Public Communication
- (a) The Construction Consultant must ensure none of its staff participate in media interviews unless the City requests them to do so. The Construction Consultant must refer all people requesting information about the Project to the City without responding to the person making the request.
 - (b) Without limiting the foregoing no Construction Consultant employees, nor any Subcontractor or other person the Construction Consultant contracts, nor any employee of Subcontractor or other person the Construction Consultant contracts, may discuss with anyone but the Phase 1 Services Team issues relating to the Project security or construction layouts.

E5. DECOMMISSIONING PLAN

- E5.1 The Design Consultant has developed a preliminary decommissioning plan for the Part A and Part B works. The Construction Consultant shall review the preliminary decommissioning plan and further develop and finalize the plan. The current decommissioning plan consists of a drawing set for two methods of decommissioning.
- E5.2 Decommissioning Drawings
- E5.2.1 The example drawing set provides details for the overall decommissioning plan, details for each span and each substructure as separate work items, including access for personnel and equipment (specific route to be taken), dimensioned laydown areas, dimensioned work areas in plan elevation, dimensions to adjacent tracks, identification of tracks that require track blocks, location of temporary crossings, temporary materials such as ballast for track

protection for blasting and dropping existing spans, crane locations and crane pad dimensions. The intent is that the Construction Consultant will collaborate on the development of the detailed decommissioning plan identifying specific decommissioning plan drawing updates and modifications to be completed to the level of detail required. The sample drawings in Appendix A shall be modified by the Design Consultant in consultation with the Construction Consultant. Specific decommissioning details, such as but not limited to, modification to existing structures and explosive placement shall be developed by the Construction Consultant.

E5.2.2 The Design Consultant will prepare drawings on behalf of the Construction Consultant for decommissioning planning and CPKC submissions.

E5.3 Decommissioning Schedule

E5.3.1 The Construction Consultant shall develop a detailed construction schedule for all decommissioning activities. Example schedules and full CPKC Construction Plans have been appended to this RFP. The format shall remain the similar, however the Construction Consultant shall confirm and finalize all content as well as documentation stated in E2.10(c).

E5.3.2 It is anticipated that much of the planned decommissioning work shall require track blocks which shall require approval by CPKC. CPKC requires all work requiring railway track closures (i.e. track blocks) to be broken into 15 min intervals summarizing the following:

- (a) Effected tracks
- (b) Track block duration (minimized to the greatest extent possible)
- (c) Access to work site
- (d) Staging area to be used
- (e) Work activities being performed and start and finish time of each activity
- (f) Detailed explanation of the effect of the work on CPKC tracks
- (g) List of equipment and intended use/operation
- (h) List of construction personnel engaged in the work

E5.3.3 The Construction Consultant shall:

- (a) Provide a schedule for the decommissioning work, including integrating design milestones, procurement milestones, CPKC review periods and specific rigid construction windows available with the CPKC Winnipeg Yard.
- (b) Collaborate with the Phase 1 Services Team on milestones and durations of all required construction work items to complete demolition planning for Part A works (2026) and Part B works (2027).

E6. DECOMMISSIONING COST ESTIMATE

E6.1 The Construction Consultant shall develop detailed cost estimates for the Part A and Part B decommissioning works, which will be shared with the Phase 1 Services Team.

E6.2 The Construction Consultant shall:

- (a) Be fully conversant with all aspects of construction costs and estimating as well as the use of elemental cost analysis and value analysis and management techniques;
- (b) Coordinate with the Phase 1 Services Team to develop a performance monitoring baseline including:
 - (i) Finalizing Project work breakdown structure (WBS) to link all costs and schedules
- (c) Review current market prices for equipment, plant, labour, and material costs and provide input regarding industry pricing for all anticipated work and services

- (d) Develop costs for the initial review submission and update costs for each submission until decommissioning plan is finalized with a final construction cost estimate developed and submitted.
- (e) Identify stand-by costs for delays in obtaining railway track blocks.
- (f) Develop a final Class 1 cost estimate for the decommissioning plan for each of the Part A and Part B works once the decommissioning plan is finalized and approved by the City and CPKC. Class 1 estimate shall be accurate to within (-5% to +10%) of the construction costs.

E7. COORDINATION WITH CPKC

- E7.1 The decommissioning plan for the Part A and Part B works must be discussed with and approved by CPKC. The Consulting Contract Administrator shall be the primary point of contact with all communications with CPKC. CPKC shall have final say of all construction activities taking place within their property and/or right-of-way.
- E7.2 The Construction Consultant shall meet with the Design Consultant and CPKC through the course of the assignment to develop a full understanding of the Project requirements and constraints as it pertains to work in the vicinity of the CPKC Winnipeg Yard. The Construction Consultant shall:
- (a) Review all documents/correspondence provided related to CPKC requirements, their operations or other.
 - (b) Approach all decommissioning works with the goal of minimizing the impacts to the operation of the CPKC Winnipeg Yard
 - (c) Develop all submittals that are required by CPKC to obtain CPKC approval, including but not limited to:
 - (i) Work schedules;
 - (ii) Descriptions of all equipment and intended uses
 - (iii) Breakdown of anticipated construction personnel for all work activities
 - (iv) Specific construction activities for decommissioning
 - (v) Overall decommissioning plan
 - (vi) Construction Consultant developed and/or related decommissioning design details established during or required for the development of the decommissioning plan.

APPENDIX A – ARLINGTON BRIDGE PHASE 4 – DECOMMISSIONING DRAWING SET

APPENDIX B – EXAMPLE – CONSTRUCTION PLAN DOCUMENTS