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November 25, 2021
File: 2021-4646

Meagan Dyck
Engineering Technologist
City of Moose Jaw
228 Main Street N
Moose Jaw, SK
S6H 3JB

Re: COTEAU STREET EAST BRIDGE DEMOLITION COST SHARING WITH CANADIAN
NATIONAL RAILWAY - LETTER OF UNDERSTANDING REVISION 1

Dear Ms. Dyck:

As per discussions between the City of Moose Jaw (City) and Niaz Ullah and Kyle Bennett of Canadian National Railway (CNR) on October 21, 2021 regarding the demolition of the Coteau Street East bridge in Moose Jaw, SK, CNR has requested a summary of the scope of work that will be split between CNR and the City.

Bridge demolition works are shown on Contract Drawing 4646-00-S-101 and described in Specification 02 41 16.01 and includes the complete removal of the asphalt surfacing on the deck, timber decking and sidewalks, and all structural steel components. As discussed, and confirmed with CNR, the existing concrete abutments and pier footings will be left in place to limit disturbance to the site.

Below is a summary of the scope of work for the bridge demolition project to be shared between CNR and the City:

1. Demolition of the existing Coteau Street East Bridge, including:
 - a. General Requirements required as part of the Project (Specification 01 10 00).
 - b. Health and safety requirements (Specification 01 35 29.06 & Appendix A – CNR Work Permit).
 - c. Regulatory requirements associated with the demolition (Specification 01 41 00).
 - d. Requirements for environmental protection during demolition (Specification 01 56 10).
 - e. Mobilization, demobilization, construction facilities, quality control, and field engineering required to complete the demolition (Specification 01 45 00, 01 52 00, 01 71 13, 01 71 23).
 - f. Bridge Demolition as described above (Specification 02 41 16.01).
 - g. Lead paint abatement required to facilitate the removal and disposal of the steel components (Specification 02 83 10).

- h. Backfilling associated with burying the existing abutments (Specification 31 23 33.01).
- i. Installation of permanent barricades and signage.
- j. Requirements of the CNR Work Permit (Appendix A) including flagging.

It is understood that flagging will be supplied by CNR including all costs associated with flagging, at no cost to the Project through the CNR Bridges & Structures Operations group. If CNR cannot provide flagging from this group, CNR will be responsible for organizing and coordinating the supply of third party flagging.

It is understood that Substantial Completion and Completion of the demolition works will not be issued until both CNR and the City are satisfied that the requirements of the Contract are complete.

On November 8, 2021 AE reviewed the CN Work Permit provided to the City by CNR on October 21, 2021 via email. The Work Permit Terms and Conditions (Section C) were reviewed against the above understanding of the project scope and how it is to be shared between the City and CNR. Our review generated the following comments:

- Section 1.2 – The “CN Safety Guidelines for Contractors and Non-CN Personnel” are referenced in Specification 01 35 29.06. A reference to the “SCP-1005 Instructions to Excavators for the Protection of Underground S&C Cables” will be added to the tender set of Contract Documents.
- Section 2.1 – This Section states that the applicant shall provide a qualified inspector on site full time. The City has not arranged for this amount of resident engineering time currently.
- Section 2.2 & 2.2.1 – Section 2.2 and 2.2.1 put the responsibility of the flagperson on the applicant, whom in this case is the City. This is not in accordance with the understanding above which assumes flagging is the responsibility of CNR.
- Section 3.1 – This Clause indicates that “CN reserves the right, at its sole discretion, to assign a full time site representative of its choice at the Applicant's expense, notwithstanding the requirement of the Applicant to assign their own, qualified inspector.” Consideration should be given to having CNR waive such expenses.
- Section 4 – This is part of the specifications.
- Section 5 & 5.1 – Both clauses reference CNR making the Applicant liable for costs associated with settlement of the track(s) (Section 5) and the inability to maintain normal operating speed (Section 5.1) within one (1) year from the date of the completion of the Work. This risk should be transferred to the General Contractor as part of the City's Warranty clause.
- Section 5.3 – Section 5.3 states “The Applicant shall be responsible for the cost of flagging and cable locates / protection work. The cost of flagging and cable locates / protection work shall be based on actual time on site, calculated according to the rates in Section A.” This clause is not in conformance with verbal discussions with CNR.

- Section 6.1 – 6.5 – These Clauses speak to sums owed to CNR by the applicant. Since this project is cost-shared between parties, consideration should be given to having CNR waive such expenses.

Based on the above comments, the City should consider having Section 6 - Payment terms and conditions amended to include that all flagging costs will be borne by CNR, as well as specific cost share requirements (if any) for, full time representation assigned by CNR, as well as internal CNR labour.

Should you require any additional information regarding the scope of work for the Coteau Street East bridge demolition please do not hesitate to contact me.

Yours truly,



Stephen Chiasson
Project Manager

SC/sc