

## **APPENDIX G – GENERAL INSTRUCTIONS TO CONSULTANTS**



Planning, Property and Development Department • Service de l'urbanisme, des biens et de l'aménagement

*Municipal Accommodations Division • Division des aménagements municipaux*

October, 2009

## GENERAL INSTRUCTIONS TO CONSULTANTS

### PLANNING, PROPERTY AND DEVELOPMENT CONSULTANTS

1. The project must be designed to the requirements defined in the Program of Requirements and is not to exceed the designated construction budget and schedule without the written approval of the Planning, Property and Development Department and the User.
2. The Consultant shall engage any associated professional consultant as may be required to successfully complete the project. A Cost Consultant shall be utilized and coordinated with the design process to ensure that the agreed designated construction budget is not exceeded. The estimates as presented in the three review stages (stated in 3 below) shall be as a result of this coordinated effort. All reports from consultants to be submitted to the Planning, Property and Development Department.
3. The Consultant must provide up to three design and estimate reviews. At each review the Consultant will be required to confirm that the defined program can be carried out within the construction budget, or to advise of the alternatives. Unless otherwise stated, the review stages will be:
  - a. Conceptual Design Stage
  - b. Design Development Stage
  - c. Pre-Tender Stage
4. The Consultant shall inform the Planning, Property and Development Department of any deviation from any of the Program of Requirements. In addition, the Consultant shall provide a spreadsheet showing net room areas (i.e. based on inside room dimensions) in square feet or square metres of the "as programmed" room areas compared to the "as designed" room areas at both the preliminary and the pre-tender design reviews. Written approval from the Planning, Property and Development Department is required for any change greater than +/-10% of the "as programmed" room areas.
5. Prior to design and tendering, the Consultant is responsible to check all zoning, building, traffic, safety codes, rivers and streams approvals, elevation considerations, any and all by-laws, conditions or statutes in order to assure agreement and conformity with all pertinent requirements. As the City's agent, the Consultant is required to make application at the time of tendering to obtain the required building permit. The cost of the permit is to be reclaimed from the City as a disbursement amount on invoicing by the Contractor. In addition, all utilities and servicing must be determined with respect to the project. The Consultant is required to complete and submit the attached "Project Service Check Sheet", appendix #1, before tenders are called.

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<http://www.city.winnipeg.mb.ca/pnd/>

6. The Consultant shall be held responsible to become familiar with the City of Winnipeg "Tender Package" documents and forms that are to be incorporated in conjunction with the technical specifications. Specifications for the City of Winnipeg, Planning, Property and Development Department projects are to be created in electronic word processing format on (A4) 210 X 297mm sheets. Standard size of drawings shall be metric sheet sizes (A1) 594 X 841mm with smaller sizes to be (A2) 420 X 594mm. **All drawings and specifications must be submitted for tendering purposes in hard copy and Adobe PDF.**
7. The Tender Package shall require the Contractor to supply a construction schedule on award of tender consisting of a detail schedule of carrying out the work in the standard CPM format, a schedule of trade costs and monthly cash flow of estimated Progress Payment Claims. The Consultant shall submit to the Planning, Property and Development Department a copy of the approved construction schedule, together with a list of all sub-trades, prior to the authorization of any progress payments.
8. The design drawings and specifications shall be issued in metric notation, unless directed otherwise.
9. The scope of professional services for the project is described in the request for proposal. The agreement between the City and the Consultant is to include all services requested for the stated fee. The City will pay only for agreed upon disbursements. Authorization by the Planning, Property and Development Department is required for all disbursements.
10. Four (4) sets of the proposed plans and specifications developed for each review stage (consisting of at least but not limited to the authorization of the preliminary designs, detailed designs, and pre-tender package) must be submitted to the Planning, Property and Development Department one week prior to each review meeting. The review meeting will be attended by the Planning, Property and Development Department, the user group and the Consultant.

The appropriate number of approval spaces for City staff shall be provided on the appropriate front sheet of the specification and contract drawing package. The approval spaces shall be as per Appendix #2 attached.

After approval of the contract drawings and specifications, thirty (30) sets or the number as may be required by the Project Officer, along with the original of the specification shall be submitted to the Planning, Property and Development Department, one week prior to advertising.

11. Where the Consultant has specified a particular make or model of equipment in the specification, and where he has analyzed and approved an equal, such information is to be submitted to the Planning, Property and Development Department. If an alternate is recommended, this must be approved by the Planning, Property and Development Department prior to acceptance. The price differential for the alternate shall be submitted in the tender.
12. No cash allowances shall be requested in the tender documents unless directed otherwise.
13. The Planning, Property and Development Department will arrange for advertising and for tenders called by the Purchasing Agent of the City of Winnipeg. The Planning, Property and Development Department will transmit copies of tenders received to the Consultant, and require the Consultant to review and analyze the tenders received, and recommend a tender award to the Planning, Property and Development Department.
14. The Consultant will administer the contract. The Consultant will supply the Planning, Property and Development Department with progress estimates, inspection reports and testing results. The

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Consultant is to submit a Project Review Schedule for the project indicating: a) type of review; b) Consultant responsible for the review; c) required attendees for the review. The schedule is to be submitted to the Planning, Property and Development Department, prior to the commencement of construction for review and approval.

15. All change orders must be approved by the Planning, Property and Development Department prior to authorization by the Consultant except in such circumstances that would result in a hazard. Both credits due or extra charges resulting from a change order will be reviewed and approved by the Planning, Property and Development Department.
16. The drawings, specifications, design, copyright, etc. of the entire professional design disciplines for the design of this facility shall become the property of the City of Winnipeg.
17. The complete working drawings shall be done on computer using AutoCAD 2000 or later format. Drawing layering standards shall conform to American Institute of Architects (A.I.A.) long format layering convention. The Consultant shall prepare and deliver to the Planning, Property and Development Department one (1) As-Built working copy on electronic media (CD or DVD) of all disciplines: Architectural, Structural, Mechanical, and Electrical, as well as a complete full-size set of hard copy mylars. Prior to Total Performance of the construction contract, submit one (1) set of specification upon completion of the project. The Consultant shall ensure the Contractors provide four (4) sets of instruction manuals each consisting of installation data, parts list, operating instruction and recommended maintenance procedures. The specification shall state receipt of the instruction manuals are on hand for the Substantial Performance inspection. This is a mandatory part of the City's acceptance of the structure.
18. Any project identification sign proposed for the site must be approved by the Planning, Property and Development Department.
19. The Consultant shall not provide information to the news media without written permission of the Director of Planning, Property and Development Department.

Attach.      Appendix #1  
                 Appendix #2  
                 Appendix #3

**APPENDIX #1**

PROJECT SERVICE CHECK SHEET FOR \_\_\_\_\_  
 Before calling for tenders on a structure, the following shall be check and cleared

| ITEM                               | REMARKS | DATE CLEARED | BY |
|------------------------------------|---------|--------------|----|
| 1. Zoning By-Law                   |         |              |    |
| 2. Building By-Law                 |         |              |    |
| 3. Fire Paramedic Service          |         |              |    |
| 4. Rivers & Streams Act            |         |              |    |
| 5. Sewer                           |         |              |    |
| 6. Water                           |         |              |    |
| 7. Heat Source                     |         |              |    |
| 8. Hydro Contribution:             |         |              |    |
| Existing Service                   |         |              |    |
| New Service                        |         |              |    |
| 9. Telephone                       |         |              |    |
| 10. Traffic By-Law<br>(Approaches) |         |              |    |
| 11. Pavement                       |         |              |    |
| 12. Sidewalks                      |         |              |    |
| 13. Soil Conditions                |         |              |    |
| 14. Grades                         |         |              |    |
| 15. Property Ownership             |         |              |    |

Signed by Consultant \_\_\_\_\_ Date

Technical Services Administrator \_\_\_\_\_ Date

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**APPENDIX #2**

Space required on the front of the specification and contract drawing package for signing officers of the City:

- 1) For Other City Departments:
  - a) User Department Manager
  - b) Other Managers of User Department (to be confirmed)
  - c) Project Officer – Municipal Accommodations Divisions – Planning, Property and Development Department
  - d) Manager of Municipal Accommodations Division – Planning, Property and Development Department (Only where Municipal Accommodations is managing the Project or facility is managed by Municipal Accommodations Division)

APPENDIX #3  
**ADDITIONAL GENERAL REQUIREMENTS FOR INFRASTRUCTURE WORKS**

As part of the specification, the consultant is to state, that the contractor will complete the job creation report as set out by schedule "c" since activity is required of the city of the community centre (the project proponent), as stated within clause 10.02 of their infrastructure agreement for this project stated as follows:

"10.02 With each claim for payment provided under subsection 7.04, the PROJECT PROPONENT shall provide to MANITOBA a quarterly job creation report, in the form attached as Schedule "C"."

In addition, the specifications shall state that a final job creation report, as set out by Schedule "C", is to be completed by the Contractor as required in Clause 10.03(d) stated as follows:

"10.03 (d) a final job creation report, in the form attached as Schedule "C"."

The standard city insurance requirements should be modified to include the insurance and bonding requirements of the infrastructure agreement, as follows:

"15.01 During all stages of the construction of the Project, the PROJECT PROPONENT shall

- (a) Obtain and maintain builders' risk insurance providing all risks coverage at full replacement cost for all property relating to the Project, if the property in question is of the type that would normally be insured under the PROJECT PROPONENTS property policy upon Project completion. All property policies shall show the financial INTEREST OF MANITOBA and CANADA in the insured property under this Agreement and shall contain a Waiver of Subrogation in favour of THE CITY OF WINNIPEG, MANITOBA and CANADA;
- (b) Obtain and maintain throughout the term of this agreement general liability insurance against claims for personal and bodily injury, death or damage to property, with coverage being provided to the PROJECT PROPONENT, and all contractors, subcontractors, design consultants, their employees and agents involved in the project. Such insurance shall provide minimum limits of \$2.0 million per occurrence, and shall include coverage for premises and operations, completed operations, blanket contractual, extended bodily injury, broad form property damage, and non-owned automobile liability. THE CITY OF WINNIPEG, MANITOBA and CANADA, and their ministers, officers, employees and agents shall be added as additional insurers with respect to the project;
- (c) Where work is contracted, the insurance in clauses 15.01 (a) and (b) may be purchased in whole or in part by the contractor. However, the PROJECT PROPONENT shall retain the responsibility to ensure that all appropriate insurance coverages are purchased and maintained, and for obtaining the written evidence of insurance coverage;
- (e) Ensure that all contractors and subcontractors working on the Project are covered by Bid Security and Performance Security in a manner in keeping with good construction industry practices and The City of Winnipeg standards;
- (g) Ensure that appropriate environmental impairment liability insurance is obtained for high-risk projects as determined by the PROJECT PROPONENT and MANITOBA.

15.02 All policies of insurance required under subsection 15.01 shall be maintained until the Project is completed, except for all claims made policies, which shall be maintained for a minimum period of 24 months following completion of the Project. All policies of insurance shall be endorsed to require a minimum of 30 days written notice to MANITOBA prior to cancellation or significant alteration or amendment."

The Consultant shall specify that the Contractor shall include in his bid the cost of installing a minimum 4 ft. by 8 ft. Canada-Manitoba Infrastructure sign, as provided by the Infrastructure Secretariat, at the site.

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