PART E

SPECIFICATIONS

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GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following Drawings are applicable to the Work:

Drawing No.	Drawing
94_Drawing_1_rev0	The Lyric
94_Drawing_2_rev0	Assiniboine Park

E2. SERVICES

- E2.1 The Work to be done shall consist of providing mobile and/or stationary food and/or beverage service within the grounds of the Assiniboine Park and as demarcated on the drawing attached (excluding the Pavilion and the immediate surrounding environs, the Children's Meadow during special events at the Lyric Theatre (as shown on attached drawing of the Lyric), the Leo Mol Sculpture Garden, the English Garden, the Conservatory including the grassed front entranceway and both the north and south Conservatory parking lots, and the Assiniboine Park Zoo and their associated east and south parking lots.)
- E2.2 The Contractor shall provide as a minimum, during the term of the Contract, the following:
 - (a) A mobile food and/or beverage cart(s) to supply food and/or beverage service to the public at Assiniboine Park:
 - (i) Food and beverages shall meet the Canadian Health Regulations;
 - (ii) Cart(s) shall be maintained in a clean and safe operating condition and table surfaces shall be continuously cleaned throughout each service day;
 - (b) Potential to operate a stationary food and/or beverage concession at the Duck Pond Shelter at Assiniboine Park
 - (i) Currently under review to renovate the building

E3. ADVERTISING

- (a) Signs to Advertise shall only include:
 - (i) Rates charged per food and/or beverage item;
 - (ii) their own products on the cart(s);
 - (iii) and shall not advertise, display or endorse any other product or other company, without written consent of the Contract Administrator.

E4. SUPERVISION OF EMPLOYEES

- E4.1 Supervision for all employees used in the operation of food and/or beverage service for the City of Winnipeg shall include as a minimum:
 - (a) Employees
 - (i) must be 16 years old or older
 - (ii) shall be qualified and experienced to operate food and beverage carts:
 - (iii) shall be neat in appearance satisfactory to the Contract Administrator;
 - (iv) shall wear clean clothing;

- (i) shall refrain from using unsuitable language/conduct.
- (b) accurately collect and record sales of monies received for all food and beverage products sold;
- (c) Pay all operating costs such as wages, licenses, taxes, liability insurance, purchases, laundry, telephone;
- (d) Ensure the following is removed at the end of each service day:
 - (i) Cart(s);
 - (ii) Signage;
 - (iii) Food, including disposal of food waste, such as containers, wrappers, etc., in the appropriate waste receptacles and provide recyclable bins, to encourage patrons to recycle and to keep the area clean from litter by maintaining any garbage collection areas, including garbage cans, with respect to the food service operation in a clean and sanitary condition (To avoid Environmental concerns).
 - (iv) Employees, including their personal possessions.);

E5. THE CONTRACTOR SHALL NOT:

- E5.1 during some events at the Children's Meadow, sell their product(s) on and in the vicinity of the Children's Meadow area during the event;
 - (a) The Contract Administrator shall provide notice to the Contractor in advance of such events;
- E5.2 permit any other functions than that agreed to at said premises without the prior written consent of the Contract Administrator;
- E5.3 carry on any business on the premises other than that agreed to, and not to cook any food on the premises other than that to be sold there or other locations that are part of this Contract;
- E5.4 alter, add to, or in any way vary the service without prior written consent of the Contract Administrator;
- E5.5 serve any alcoholic beverages.

E6. THE CITY WILL PROVIDE:

- E6.1 Access to obtain water for the employees;
- E6.2 Refuge containers for food and waste disposal;
- E6.3 Space to advertise;
- E6.4 Provide a reasonable parking area for all vehicles used in the provision of this service; and
- E6.5 Contractor to prove to the Contract Administrator that they have all permits required to sell food products proposed at the Assiniboine Park).

E7. PREFERRED HOURS AND DAYS OF SERVICE

- E7.1 The Contractor should provide Food and Beverage Service at Assiniboine Park as follows:
 - (a) The City's preference is being that the Contractor operate on every calendar day (weather permitting):
 - (i) hours between approximately 8:00 a.m. to sunset, or upon mutual agreement between the Contractor and the Contract Administrator

- (ii) Special events such as Canada Day will want to stay after sunset.
- (b) the Contract Administrator reserves the right to limit location of service within the Assiniboine Park on Special event days;
 - (i) information will be provided as soon as possible to the Contractor in such an event;
- (c) a City of Winnipeg phone number will be available for the Contractor to call for special event information, and to plan for/around special events; and
- (d) the Contractor shall co-ordinate with the Contract Administrator for/around special events.

E8. BACKGROUND

- E8.1 Assiniboine Park is located in south western Winnipeg. The Park was officially opened to the public on Victoria Day 1909. General regarded as the premier park in the City of Winnipeg, "City Park" is the oldest major public park in Western Canada.
- E8.2 The Parks is readily accessible by four vehicular entrances; the North-East Gate (via Wellington Crescent) and three entrances on Roblin Boulevard the Main South-East Gate, Shaftesbury "Processional" Entrance, and new Western Entrance Gate. A fifth entrance, via a footbridge across the Assiniboine River provides pedestrian and cyclist access from Portage Avenue.
 - (a) In total, over 1,800 designated parking stalls are situated throughout Assiniboine Park.
 - (b) In 1993 the Park had a traffic count of 1,481,444.
- E8.3 Since the 1960's City parks have remained open to the public year round. Assiniboine Park offers a range of attractions for year round, or seasonal, public use and appeal; a Zoo, the Conservatory (including plant material dating back to 1914), the English Garden, the Leo Mol Sculpture Garden, Cricket Fields in front of the Conservatory, Formal Garden behind the Conservatory, toboggan slides, pleasure skating (Duck Pond), Picnic Grounds, and children's playground, as well as numerous commemorative monuments and statues. Several miles of roadways and pathways accommodating cyclists, joggers, cross country skiers, and hiders add to the year round public use. Broad expanses of open lawns are scheduled annually for major special events such as the Teddy Bears Picnic which attracts thousands of visitors.
- E8.4 In accordance with the Mission Statement of the Community Services Department, the park and facilities intended to serve both the citizens of Winnipeg and visitors/tourists.
- E8.5 The following dates for Special Events is provided for the information of the Offerer, and is deemed reliable but not guaranteed and subject to change without notice:
 - (a) Teddy Bear Picnic (May);
 - (b) Manitoba Marathon (June);
 - (c) Winnipeg Kite Festival (June);
 - (d) Ballet in the Park (June);
 - (e) Canada Day (July 1st);
 - (f) Folklorama (August);
 - (g) Winnie the Pooh Friendship Day (August)
- E8.6 Assiniboine Park offers miniature train rides daily from 12:00 p.m. (noon) to dusk from the May long weekend to the September long weekend and Saturdays, Sundays, and Holiday Mondays from September long weekend to the end of October, weather permitting.

E9. FEE PAYABLE

- E9.1 The Contractor shall pay to the City of Winnipeg a percentage of the monthly gross sales offered on Form B: Prices, payable no later than the fifteen (15) Calendar Days of the following month.
- E9.2 Payment received after the fifteen (15) Calendar Days of the month will be subject to a late payment penalty charge consistent with the City of Winnipeg, Late Payment Charge By-law 5747/91, as amended periodically.

E10. RECORDS

E10.1 The Contractor shall submit a copy of sales record to the Contract Administrator on a monthly basis in accordance with D16.1.

E11. TAXES AND LICENSES

- E11.1 The Contractor shall pay all taxes and assessments including, but not limited to, Federal and Provincial Sales Taxes, Provincial Payroll Tax, Municipal Business Tax and all other taxes arising from the Contractor's operation of food and beverage services hereunder.
- E11.2 The Contractor shall procure and maintain, at its sole cost and expense, such licenses, permits or approvals from the Federal, Provincial, Municipal or other authorities as may be required to enable the Contractor to furnish the Work provided for in this Contract.



