

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The following Drawings are applicable to the Work:
- E1.3 The purpose of this document is to invite proposal submissions from qualified Bidders for the development and operation of a restaurant/food service operation within the Assiniboine Park Conservatory located in Assiniboine Park.

<u>Drawing No.</u>	<u>Drawing</u>
Schedule A	Conservatory Complex – Layout, Assiniboine Park Conservatory Restaurant and Patio

E2. SERVICES

- E2.1 The Contractor shall at its own costs, charges and expenses in all respects, operate a restaurant in the Assiniboine Park Conservatory for the City, and supply equipment and materials relative thereto in accordance with the requirements hereinafter specified.

E3. SERVICES SUPPLIED BY THE CONTRACTOR

- E3.1 The Contractor shall:
- (a) Attend at the Conservatory Restaurant and verify the opening inventory;
 - (b) Provide a good standard of service and value to the general public patronizing the Conservatory Restaurant;
 - (c) Provide fully qualified supervisory personnel, satisfactory to the Contract Administrator, to effectively supervise the Services;
 - (d) Provide at all times, a sufficient number of employees to properly and efficiently provide the Services to the general public;
 - (e) Agree that the Contract Administrator, acting reasonably, shall be the sole judge as to whether there are a sufficient number of employees to properly and efficiently serve the general public;
 - (f) Agree to increase or decrease the number of employee upon receipt of a written request to do so from the Contract Administrator;
 - (g) Assume full responsibility for the actions of such personnel employed by the Contractor while performing Services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salaries (including withholding and paying income tax, unemployment insurance and Canada Pension) as same may be required by law from time to time;
 - (h) Ensure that all employees engaged in the preparation, handling service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
 - (i) Ensure that all food and beverages offered for sale at the Conservatory Restaurant shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;
 - (j) Sell only food and beverages that comply with the relevant and applicable Federal, Provincial and Municipal Acts and Regulations;

- (k) Maintain all areas in the Conservatory Restaurant, which includes the floors, tables and public washrooms;
- (l) Conduct the service operations at a high level of cleanliness and neatness in appearance;
- (m) Maintain at all times the kitchens and food preparation areas and all equipment, furniture, fixtures, small wares, merchandise and materials and other items therein in a clean and sanitary manner;
- (n) maintain and repair equipment and furnishing, whether owned by the City or by the Contractor, at the expense of the Contractor.
- (o) Ensure a pest-free operation is maintained in the Conservatory Restaurant and supply whatever pest control service is deemed necessary by the City;
- (p) Ensure that all cooking equipment is steam cleaned annually with the exception of the fan grills which shall be steam cleaned at least twice annually;
- (q) Purchase and pay for, at the Contractor's sole cost and expense, such foods and beverages listed on the menu;
- (r) Not serve any alcoholic beverages or allow any to be consumed at or in the Conservatory Restaurant unless so licensed by the Manitoba Liquor Control Commission.
- (s) Provide the Contract Administrator with a copy of any and all liquor licenses it obtains for the Conservatory Restaurant.
- (t) Comply at all times with the requirements of the Manitoba Liquor Control Commission and more particularly with the requirements of the license held by the City in connection therewith;
- (u) Not permit gambling or other unlawful pursuits in the Conservatory Restaurant including the installation of VLT's or other forms of gaming which is not considered appropriate in the Conservatory Restaurant.
- (v) Not alter, add to or in any way vary the Conservatory Restaurant or furniture, fixture or equipment therein or make any installation without the express written consent of the Contract Administrator;
- (w) Not remove or permit to be removed any furniture, fixtures, equipment, small wares, articles or other property belonging to the City and to return all such furniture, fixtures, equipment, small wares, articles or other property belonging to the City to the Contract Administrator in a good state of repair, except for normal wear and tear at the expiration of the term of the Contract;
- (x) Not permit unlawful, hazardous, loud or otherwise disruptive activities in the Conservatory Restaurant;
- (y) Replace such small wares which are damaged or lost in the conduct of the services;
- (z) Permit and facilitate the inspection of the Conservatory Restaurant and its operation, by the Contract Administrator and by other public authorities so authorized at all times;
- (aa) Take precautions to prevent fire occurring in or about the Conservatory Restaurant and observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and will comply with all instructions given by the Contract Administrator or other competent Federal, Provincial or Municipal authorities with regard to fire safety and fire regulations; and
- (bb) Leave the Conservatory Restaurant in a neat and tidy condition and shall return all furniture, fixtures, equipment, articles, or other property belonging to the City in a good state of repair, except for normal wear and tear at the expiration of the term of the Contract.

E3.2 The Contractor may use the Conservatory Restaurant for workshops and meetings related to its organization, provided that the use of the Conservatory Restaurant for these purposes does not

interfere with the hours that the Conservatory Restaurant is required to be open pursuant to this Contract.

E3.3 At the end of the Contract term, the Contractor shall remove all installations and chattels, unless by mutual agreement between the Contractor and the Contract Administrator there is direction to do otherwise.

E3.4 The Contractor may propose capital improvements at the Contractor's cost, subject to approval by the Contract Administrator.

E4. SERVICES SUPPLIED BY THE CITY

E4.1 The City of Winnipeg shall:

- (a) Provide the space required for the operation of the Conservatory Restaurant including access to washrooms;
- (b) Provide garbage storage areas for garbage awaiting pick-up by the City;
- (c) Provide heat, light, hot and cold water, power services;
- (d) Maintain lines for water, sewer and electrical service to the stub-in point at the Conservatory Restaurant;
- (e) Attend at the Conservatory Restaurant with the Contractor prior to commencement of the Services in order to list and verify the inventory of furniture, fixtures, equipment and small wares present for the term hereof (hereinafter referred to from time to time herein as the "opening inventory") and attached as Table A - Inventory;
- (f) Provide all of the furniture, fixture and equipment included in the opening inventory as determined in accordance with sub-clause (d) above;
 - (i) Acting reasonably, be the sole judge as to the adequacy of said service and value of same.
- (g) Have the power to order such changes or alterations that the Contract Administrator, in his sole discretion, may deem advisable;
- (h) Give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event;
- (i) Notify the Contractor in the event of cancellation of scheduled events of which due notice has been given, but the City shall not be liable to the Contractor for failure to deliver notice of such cancellation;
- (j) Clean exterior windows twice annually;
- (k) Provide exterior building maintenance.

E5. HOURS OF OPERATION

E5.1 The Conservatory Restaurant shall be open at all times when the Assiniboine Park Conservatory is open to the public and at such other times as the Contract Administrator approves.

E6. SPECIAL/PRIVATE FUNCTIONS

E6.1 The Contractor is advised that the Assiniboine Park Conservatory foyer is available to the public for rental for special/private functions. The Contractor will have first right of refusal to provide food and beverage services for such functions. Such refusal shall be in writing within 24 hours of receiving the request. Upon refusal by the Contractor, the hosts for the special/private function may choose an alternate caterer for the function.

- E6.2 Notwithstanding E6.1, special/private functions that were confirmed prior to June 1, 2005, will be allowed private catering of their choice, not using the restaurant space or equipment.
- E6.3 Notwithstanding the foregoing, for special City sponsored or co-sponsored functions, breakfasts, luncheons, dinners, banquets, food and beverage services may be requested of the Contractor by the City, or at the City's option, the City may choose to permit other food service agencies, or restaurants to perform catering operations for the functions not using the restaurant equipment.
- E7. TAXES AND LICENSES**
- E7.1 The Contractor shall pay all taxes and assessment whatsoever and all license fees covered by this agreement in respect of the business carried on by them in the Conservatory Restaurant during the term of the Contract.

TABLE A - INVENTORY

**The City of Winnipeg
Assiniboine Park Conservatory Restaurant Inventory**

Item Description	Year	Quantity
Baking Trays (various)	1987	14
Bowl (Punch)	1987	1
Bowls (Salad)	1987	9
Chairs	1987	138
Desk (6 Drawer)	1987	1
Desk (for Register)	1987	1
Dishwasher Automatic plus Booster	2000	1
Flour Bin	1987	1
Food Processor Cuisinart	2001	1
Freezer (6' x 2')	1999	1
Freezer (8' x 2')	1999	1
Freezer (3' x 2')	2001	1
Freezer (4' x 2') Ice Cream style	2001	1
Fridge (8' x 8') (8' x 12')	1980	2
Fridge (deli cooler)	1998	1
Fridge (self-contained) & Table	1990	1
Fridge (glass door)	1982	1
Fryer (deep fat)	2000	1
Grill (Garland) small 2' x 1'	1999	1
Heat Lamp with Stainless Table & Shelves	1987	1
Microwave Amana (Commercial)	2001	1
Oven Convection	1987	1
Oven Steam	1987	1
Oven Double Garland with Grill	1988	1
Pots & Pans & Roasting Pans	1987	40
Safe	1987	1
Shelves – Storage	1987	4
Slicer – Electric Meat	1987	2
Sprinkler & Wash System	1987	1
Stainless Steel Work Table & Shelf	1982	1
Stainless Steel Storage Racks	1982	9
Stainless Storage Racks (new)	2002	3
Stainless Shelves with Double Soup Server	1986	1
Stainless Counter with Spray and Sink	1987	1
Stainless Sink Triple	1987	1
Stainless Sinks (hand) with Soap Dispensers	2003	3
Stainless Inserts	1987	1
Stainless Chafing Dishes	1987	6
Steam Tables (portable)	2003	1
Storage Containers (plastic)	1987	20

Storage Containers (plexi)	1987	25
Stove (Gas Range with 4 Burners)	1987	1
Tables	1987	34
Toaster (rotary)	1987	1
Toaster (regular 4 slice)	1999	1
Trolley (Stainless Steel)	1982	1