

PART E

SPECIFICATIONS

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These Specifications shall apply to the Work.
- E1.2 The purpose of this document is to invite Proposal Submissions from qualified Bidders for the development and operation of the Plaza space for Specialty retail, tourism or other innovative purposes, as hereinafter specified.
- E1.3 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing</u>
1	Illustration of Esplanade Riel Pedestrian Bridge
2	Location of Plaza
316	Centre Plaza Enclosure Floor Plan

E2. SERVICES

- E2.1 The Contractor shall design, develop and complete interior improvements and operate a retail Goods and/or Services Facility within the Plaza on the Esplanade Riel Pedestrian Bridge in accordance with the requirements hereinafter specified. The proposal shall respect the prominence, design standards and location of the Esplanade Riel Pedestrian Bridge and Plaza Space as a major "Signature" structure linking the Downtown, the Forks and St. Boniface Community.

The potential activities could include, but are not limited to: speciality retail stores, speciality food stores, food service, tourism or other innovative uses.

- E2.1.1 The current zoning for the Plaza Space is River Bank Sector. The Contractor will be responsible to obtain all required zoning and/or conditional use or urban design review approvals and any other licenses or permits for the establishment of their proposed use.
- E2.2 The Work to be done by the Contractor shall consist of:
- E2.2.1 Operation of a Goods and/or Services Facility:
- (a) To be operational during the day and evening with a closing time of no later than 1:00 A.M.;
 - (b) To offer unique and specialized retail goods and/or services to the public;
- E2.2.2 The Contractor is encouraged to respect the intent of the Esplanade Riel Pedestrian Bridge Objectives as a link between the Downtown and St. Boniface and thereby is encouraged to incorporate a bilingual service into their proposal to respect the intent of the bridge project;
- E2.2.3 The use of the Plaza Space may be designed to accommodate various spaces and a number of potential retail goods and/or service providers under terms with the Contractor, which would require the approval of the City;
- E2.2.4 Maintenance of the interior space, including all chattels, washrooms, janitorial cleaning and removal of garbage to a designated location, window cleaning, carpet and upholstery cleaning, pest control service, alarm system service, and sprinkler system service, to the satisfaction of the Contract Administrator;
- E2.2.5 Maintenance of the exterior space, including pest control service, window cleaning, snow removal at front entrances; janitorial cleaning and collection/removal of garbage to a

designated location so as to avoid patrons or public from throwing garbage (including glasses, cups, plates, cutlery, etc. used in connection with the Contractor's commercial activities) into the Red River;

E2.2.6 The City will consider allowing small delivery vehicles to be used to move supplies and patrons to the Plaza from the east and west landings with prior approval by the City or Contract Administrator;

E2.2.7 The Contractor will not restrict public access to the washrooms;

E2.2.8 The Contractor may include a request to situate café tables on the Esplanade Riel Pedestrian Bridge in the immediate proximity of the Plaza up to a width not to exceed 2 (two) meters from the most southerly handrail. Such request would be subject to all required approvals.

E2.3 Development of the Space:

- (a) The Contractor will complete the interior improvements to the Plaza Space at their sole cost, subject to design approval by the City acting reasonably. However, Proposals requiring City investment to complete the interior improvements will be considered by the City but would require appropriate financial guarantees for any City investment in a form satisfactory to the Director;
- (b) A description of the completed interior and exterior finishing is as follows:
 - (i) Roughed-in services as follows: electrical, water, sewer and sprinkler system;
 - (ii) Roughed-in plumbing for washrooms;
 - (iii) Roughed-in floor;
 - (iv) City to install HVAC systems upon completion of final design;
 - (v) Exterior shell; and
 - (vi) Exterior glass and entry doors.
- (c) The Contractor shall be responsible for all further improvements, installations and chattels required for the operation of a Goods and/or Services Facility and shall comply with the E3, E4, and E5.

E3. UNIVERSAL DESIGN POLICY

E3.1 The owner of the public infrastructure, namely The City, has adopted the Universal Design Policy for all new construction and/or planned revitalization projects. The Contractor will ensure all new construction and/or major renovations to buildings, and exterior environment will follow Universal Design Policy.

E3.2 As part of the required and approved Contractor improvements, a consultant with expertise in universal design and principles will be required to be retained by the Contractor to ensure the design addresses these criteria. The design should also respect and be consistent with the historical, cultural and tourist significance of the Esplanade Riel Pedestrian Bridge as a link between the City of Winnipeg and the Franco-Manitoba community of Saint-Boniface, and the Background Information described in E6, Background. The design will be subject to approval by the City.

E3.3 The publication to be used for reference for the design is "A Guide to Accessible Design for Designers, Builders, Facility Owners and Managers" published by the Universal Design Institute – University of Manitoba. This publication should be used in conjunction with the National Building Code.

E4. SIGNAGE

- E4.1 Signage must remain consistent with the surrounding community, including those in Saint-Boniface, and within the context of the area's design standards. Signage must be Bilingual, with equal prominence to both languages, (French and English) and will be subject to approval from the appropriate jurisdiction of the City.

E5. BUILDERS' LIEN

- E5.1 The Contractor shall use its best efforts to ensure that no Builders' Lien claims are made against the City.
- E5.2 In the event that any liens under The Builders' Liens Act are made as a result of the work carried out by the Contractor or its employees, duly authorized agents, consultants, Contractor or their subcontractors, the Contractor shall promptly and at its sole cost effort and expense, obtain and register discharges of any such Builders' Liens.
- E5.3 Further, as security to protect the City, and the Contractor from Builders' Liens, before commencing development or finishing work, the Contractor must provide the Contract Administrator with an irrevocable standby letter of credit in the amount of 10% of the estimated value of the interior improvements issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in a form satisfactory to the Contract Administrator and the City's Solicitor. The letter of credit, or so much thereof that remains undrawn, will be returned to the Contractor when the development and finishing work is complete and the time for claiming liens has expired.
- E5.3.1 At the end of the Contract, the Contractor shall remove all chattels unless, by mutual agreement between the Contractor and the Contract Administrator, there is direction to do otherwise.
- E5.4 The City will be responsible for the following:
- (a) replacement of all coverings affixed to the exterior of the roof of the Plaza;
 - (b) any other maintenance, replacement or repair necessary to extend or restore the lifespan of the roof or bearing structure of the Plaza;
 - (c) all utility connections to the Plaza;
 - (d) the City will use reasonable efforts to avoid disruption to the operation of the goods and/or service facility, however the Contractor shall not be entitled to any compensation for any delays, interruptions, inconvenience, nuisance, and/or costs incurred as a result of any work carried out hereunder by the City;
 - (e) provide water and sewer hook-up to the Plaza space (water and sewer consumption is payable by the Contractor);
 - (f) provide snow removal on the Esplanade Riel Pedestrian Bridge in accordance with the City snow clearing cycle;
 - (g) clean the Esplanade Riel Pedestrian Bridge in accordance with the City bridge cleaning cycle;
 - (h) maintain Esplanade Riel Pedestrian Bridge lighting and exterior lighting on Plaza; and
 - (i) will provide a fire hydrant at the west landing for fire protection.

E6. BACKGROUND

- E6.1 The following is provided for the information to Bidders:

- (a) Located near the junction of the Red and Assiniboine Rivers, the birthplace of Winnipeg, Esplanade Riel, Winnipeg's new pedestrian bridge links one of the City's historic and culturally significant areas, The Forks, (a national historic site) and St. Boniface, the City's vibrant French Quarter. The bridge re-establishes the alignment of the City's historic European-inspired *Grand Boulevard*, Broadway on the west side of the river, and Provencher Boulevard to the east, linked in the late 1800's by the original Provencher Bridge at this location;
- (b) The pedestrian bridge concept was spawned by a citizen-based Project Advisory Committee, then translated by the project's engineering/architectural design team into a dramatic 5m wide, 200 m long people path incorporating balanced proportions and structural efficiency;
- (c) Cable-stayed from a single, transversely inclined pylon rising 56 m from the Red River below, Esplanade Riel Pedestrian Bridge exemplifies fine art in public works;
- (d) Designed as a meeting place in the centre of the Red River, the Esplanade Riel Pedestrian Bridge Plaza flares out from the bridge deck around the support pylon and incorporates an all-season, glass-enclosed area offering stunning vistas of the surrounding landscape. In total, it is estimated that approximately some 4,000 square feet of enclosed space is available, less those areas designed as washrooms;
- (e) Landings at each end of the Esplanade Riel Pedestrian Bridge enable further programming on the pedestrian bridge including performing arts, artisans, and perhaps seasonal food vendors. It is expected that Entreprises Riel, in consultation with the City, may coordinate all programming and future development of the east landing of Esplanade Riel Pedestrian Bridge;
- (f) The Esplanade Riel Pedestrian Bridge is designed to be accessible by pedestrians, cyclists and boaters via the east and west bridge landings;
- (g) Vehicular traffic is not permitted on the bridge; however, vehicle parking is available along existing public streets adjacent to the bridge;
- (h) Transit buses also provide a means of accessing the bridge from existing bus routes and stops in proximity of the bridge.