

AGH Information

The Art Gallery of Hamilton is seeking a professional landscaping firm within the GTHA to provide ideas for the revitalization of our gardens and planters located within our Irving Zucker Sculpture Garden and Commonwealth Plaza areas. The three gardens and six planters have existing trees and shrubbery but the overall soil conditions, perennial plants and associated lighting require improvement. The Gallery is also looking towards revitalizing a small area along the west side of the building. This request also has the option of a one year contract on maintenance.

Founded in 1914 and located in downtown Hamilton, the Art Gallery of Hamilton (AGH) is the oldest and largest public art gallery in southwestern Ontario. Its permanent collection, which is focused on historical Canadian, 19th-century European and Contemporary art, now numbers more than 10,000 works and is recognized as one of the finest in Canada. The AGH is a vital creative hub and centre of lifelong learning that enables people of all ages to enrich their lives by gaining a deeper understanding of art.

The AGH exhibition space consists of 17 gallery spaces on two floors as well as a retail shop and bistro.

The Gallery's large Joey and Toby Tanenbaum Pavilion and adjacent exterior sculpture garden host AGH events and programmes as well providing rental space for private and corporate events such as weddings, concerts and business meetings.

In July 2012, the AGH launched an exciting new venture in the heart of the James Street North Arts District, the AGH Design Annex. Located at 118 James Street North in an award winning restored early-20th century heritage building, the AGH Design Annex is home to the Art + Design Store offering the best in design for the home and office and the Gallery where experimental exhibitions are mounted. It is also a unique, versatile rental space.

Last year more than 247,000 people attended the AGH for our exhibitions, programmes and various events and rentals.

For those companies who are interested and wish to visit the site please make prior arrangements with the site contact to visit on or before March 4/16.



THE ART GALLERY OF HAMILTON

FEBRUARY 9, 2016.

Request for Proposal Garden Revitalization

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PART 1 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

The Art Gallery of Hamilton (AGH) invites your firm to submit a proposal in accordance with this Request for Proposal (RFP). Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into an agreement based on the specifications as outlined in this RFP.

THE DATE OF SOLICITATION:

February 24, 2016

THE PROJECT:

Project Name: Landscaping Revitalization Irving Zucker
Sculpture Garden and Commonwealth Plaza
Beds/Gardens, West Area. RFP # 2016-01

THE OWNER:

Name: Art Gallery of Hamilton
Address: 123 King Street West
Hamilton ON L8P 1T7
Contact: Bob Marentette
Contact Phone: 905-527-6610 x258
Contact Fax: 905-577-6940
Contact E-Mail: robert@artgalleryofhamilton.com

PROPOSAL CONTACTS

Any questions concerning this RFP and all correspondence must be submitted in writing via fax or e-mail to the following contact:

Name: Art Gallery of Hamilton
Address: 123 King Street West
Hamilton ON L8P 1T7
Contact: Bob Marentette
Contact Phone: 905-527-6610 x258
Contact Fax: 905-577-6940
Contact E-Mail: robert@artgalleryofhamilton.com

GENERAL CONDITIONS

All questions in relation to this RFP can be emailed and/or faxed and must include: Contractor's name, e-mail and address; Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders via fax and/or email. All questions shall be received no later than end of business day February 26, 2016. Questions submitted after that time shall not be addressed.

SUBMISSION OF PROPOSALS

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms. Two copies of the proposal must be received by 3:00pm EST on March 8, 2016. Bids will be received at: The AGH, 123 King Street West, Visitor Services desk, prior to the time and date indicated above. The bids shall be sealed and addressed referencing the RFP# and the contact person.

All proposals must remain in effect for at least 45 (forty-five) days from submittal. The AGH has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a contract will be made to any firm.

CONTRACTOR INFORMATION

The AGH may request additional information, samples, or presentations in support of proposals. Additionally, the AGH may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOUR

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Site will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A project tour can be arranged with the site contact and is required to take place on or before March 3, 2016. All bidders are invited to tour the property, ask questions and will be provided with property information.

RIGHTS RESERVED BY THE ART GALLERY OF HAMILTON

The AGH is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews/oral presentations/on site demonstrations, etc. Furthermore, the AGH shall not be responsible for any liabilities, cost, expenses, loss or damage incurred, sustained or suffered by any interested party, prior to subsequent to, or by reason of the acceptance, or non-acceptance by the Corporation of any response, or by reason of any delay in the acceptance of the response.

GENERAL CONDITIONS

The lowest submission will not necessarily be accepted, and the AGH reserves the right to accept or reject any or all responses and/or to reissue the RFP in its original or revised form.

The AGH reserves the right to request proponents to:

1. Provide additional information
2. Modify submissions in areas considered to be deficient
3. Address specific requirements not accurately covered in their initial submission
4. Substitute components where the AGH considers that an alternative may be more suitable;
5. References

The AGH reserves the right to modify any and all requirements stated in the RFP prior to the possible awarding of a contract. In such an event, any and all changes will be forwarded to all parties in possession of an RFP package.

LIABILITY FOR ERRORS

While the AGH has used considerable efforts to ensure an accurate representation of information of the RFP, the information contained in this RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the AGH, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

PROPOSAL CONTENTS

All Proposals must outline the following details:

1. Name of Business
2. Name of Contact
3. Length of Time your company has been in business.
4. Provide two (2) client references for which you have provided similar services to.



PART 1 - GENERAL CONDITIONS

SCOPE OF WORK

The Landscape & Design Company (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the project.

The Contractor shall furnish all labor, equipment, tools, plants, shrubs, soil, services, skills, etc., required for the completion of this project.

GARDENS AND PLANTERS

The dimensions for the planter and garden beds are as follows:

Sculpture Garden

Planters: Six (6) each being 12.5' x 5' each planter contains some existing perennial plants and 2 ornamental pear trees.

Garden Beds: South Garden 51' x 14', West Garden 36' x 14' - numerous birch trees and dwarf fern.

Commonwealth Plaza

East Garden: 50' x 12' numerous berry type bushes and dwarf fern.

There is an existing 120v power supply in the planters, south and west garden beds. All planters and beds have programmable sprinklers.

West side of Gallery-contains small trees and shrubs which require removal and area converted to be maintenance free.

WORK COMPLETION

The duration of this work is time sensitive and heavy work is required to be completed no later than May 15, 2016. Planting can be no later than June 15, 2016.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape design and of a similar nature and scope. Subject to approval of the AGH, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same

GENERAL CONDITIONS

extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past four (4) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business within the GTHA.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
5. Has a documented safety program with a history of satisfactory past performance.
6. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

QUALIFICATIONS OF EMPLOYEES

Bidding firm shall have in its employ Certified Landscape Designer (CLD), Certified Landscape Technician, (CLT) and any other certifications that fall under the landscape industry certified umbrella and as outlined by the Landscape Ontario Horticultural Trade Association (LOHTA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the Bidding Firm.

Bidding firm is to show documentation of membership in a related professional association(s) such as the LOHTA.

WORKPLACE SAFETY & INSURANCE COVERAGE

The successful bidder must obtain and forward to the AGH a letter of clearance from the Workplace Safety and Insurance Board stating that he is in good standing with the Board. This letter must be provided before any work starts on the site.

INSURANCE

The successful bidder shall also provide proof of:

- a. Commercial general liability insurance covering, without limitation, bodily injury (including death) and damage to property (including loss of use), products liability, contractual liability, contingent liability and non-owned automobile liability, legal liability for damage to, destruction or loss of use of premises occupied by and of property in the care, custody and control of the Contractor, with insurers acceptable to the Owner (acting reasonably), in an amount of not less than four (4) Million Dollars

GENERAL CONDITIONS

(\$4,000,000.00) for each occurrence, on an occurrence basis and with a cross-liability and severability of interests clause;

b) Standard owners' form automobile policy providing third party liability insurance with at least Two Million Dollars (\$2,000,000.00) inclusive limits, covering all licensed vehicles owned or operated on behalf of the Contractor;

c) All risks property insurance for the full replacement cost of all property owned by, or for which the Contractor is responsible

Scope of Insurance and Special Hazards

The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation is by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

Each of the policies described above shall include the AGH as an Additional Insured as respects the activities carried out under this Contract.

Proof of Insurance: Contractor shall provide a certificate of insurance from a company licensed to do business in the Province of Ontario indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

STATUTES AND REGULATIONS

The successful bidder shall comply with all Federal, Provincial and Municipal laws and regulations, including but not limited to the Workplace Safety and Insurance Act, Occupational Health and Safety Act and regulations including W.H.M.I.S. Any required permits or inspections shall be the complete responsibility of the contractor. Proof of training in specific areas may be requested by the AGH.

The AGH shall give prompt reply to all questions or requests of the Contractor pertaining to the Project; and shall promptly approve or reject all Contractor submittals. The AGH shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

TAXES

The Bidder shall include in the bid all taxes required by law.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, the AGH will cooperate by providing access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect the work of the project. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from the necessity of furnishing any materials or equipment,

GENERAL CONDITIONS

or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The AGH shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the AGH to arrange a schedule of project services and shall continue coordination at intervals set forth by the AGH.

The AGH shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The AGH shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct project work. Further, the AGH shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

CONFIDENTIALITY

The Contractor undertakes to keep all information acquired during the performance of this project at the Property and pertaining to either the Property, the AGH or any owner (leasehold or otherwise) of the Property, confidential and to ensure that every employee of the Contractor who has or may have access to such information has signed an agreement agreeing to be bound by the confidentiality provisions of this Agreement. This undertaking does not apply, however to the following:

- (i) information that is generally available to the public;
- (ii) information that the Contractor's officers, directors, or employees obtain, without breaching or encouraging a breach of a duty of trust or confidentiality, from sources independent of the AGH, the Property or any owner of the Property; or
- (iii) the disclosure of information to persons where it is directly required to enable the Contractor to perform the services.

The Contractor may not refer to the Property, the AGH, or any owner (leasehold or otherwise) of the Property or use photographs of the Property or any event held at the Property, in any advertisement or promotion of its services to third parties or other customers without written authorization from a representative of the Owner.



PART 3 - SCOPE OF SERVICES

All bidders are to submit their fees for the following:

Site Analysis/Site Visit: includes a site meeting for clarification of the project.

Investigate: A complete and inclusive review/study and report of the existing plants and shrubs, soils and lighting contained within the planter beds and gardens of the Irving Zucker Sculpture Garden and Commonwealth Square garden.

Concept Design Master Plan: The preparation of master plan documentation for approval and the preparation of the Landscape Concept Plan of the Sculpture Garden planter and beds, Commonwealth Plaza beds, west side of AGH including any feature areas. The Master Plan is to indicate the removal of grass in the area of Garden Sculptures and replacement with appropriate stone/rock, preparation of proposed planting, material palette and soils, lighting and the opinion of probable costs is included. It includes the liaison and coordination with AGH stakeholders.

Developed Design 3D Visualization: The preparation of development documentation in 3D format in order to help finalize the overall concept plan for approval presented to AGH stakeholders.

Maintenance Option: As an option provide probable costs for the maintaining the health and appearance of the Project's landscape and plantings for a period of one (1) year. Maintenance is to include spring and fall clean up. These services shall be carried out by trained service technician(s) at all times.

PART 4 - MISCELLANEOUS PROVISIONS

OWNER RESPONSIBILITIES AND RIGHTS

The AGH shall facilitate the Contractor's schedule by providing access to the Project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct the work of the Project. This possibly could include regular scheduled landscape services and any special services if optioned by the AGH.

MISCELLANEOUS CONTRACT PROVISIONS**ARBITRATION**

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in the jurisdiction of Hamilton Ontario and in accordance within industry standards. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the AGH and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

During the project services period 30 (thirty) days' written notice shall be required for termination of this agreement.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all Termination Expenses as defined below.

MISCELLANEOUS PROVISIONS

Termination Expenses include expenses directly attributable to termination for which the Contractor is not otherwise compensated.

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be construed and enforced in accordance with the laws of Ontario.

The AGH and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the AGH nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the AGH and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the AGH and the Contractor.



PART 4 - B I D F O R M S

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, Province, Postal Code

Telephone

Date

LANDSCAPE REVITALIZATION

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Revitalization Project #1. We are also providing as an option the fee for a one year maintenance contract #2. (Inclusive of all sales tax):

1. \$ _____ Dollars

2. \$ _____ Dollars

B I D F O R M S

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary labor, equipment, tools, plants, shrubs, soil, services, skills, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Design Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid

Proposal for the landscape services of:

Project Name

Landscape Revitalization Irving Zucker Sculpture Garden & Commonwealth Plaza
beds and gardens-Art Gallery of Hamilton

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation,
Partnership, Proprietorship

SEAL:

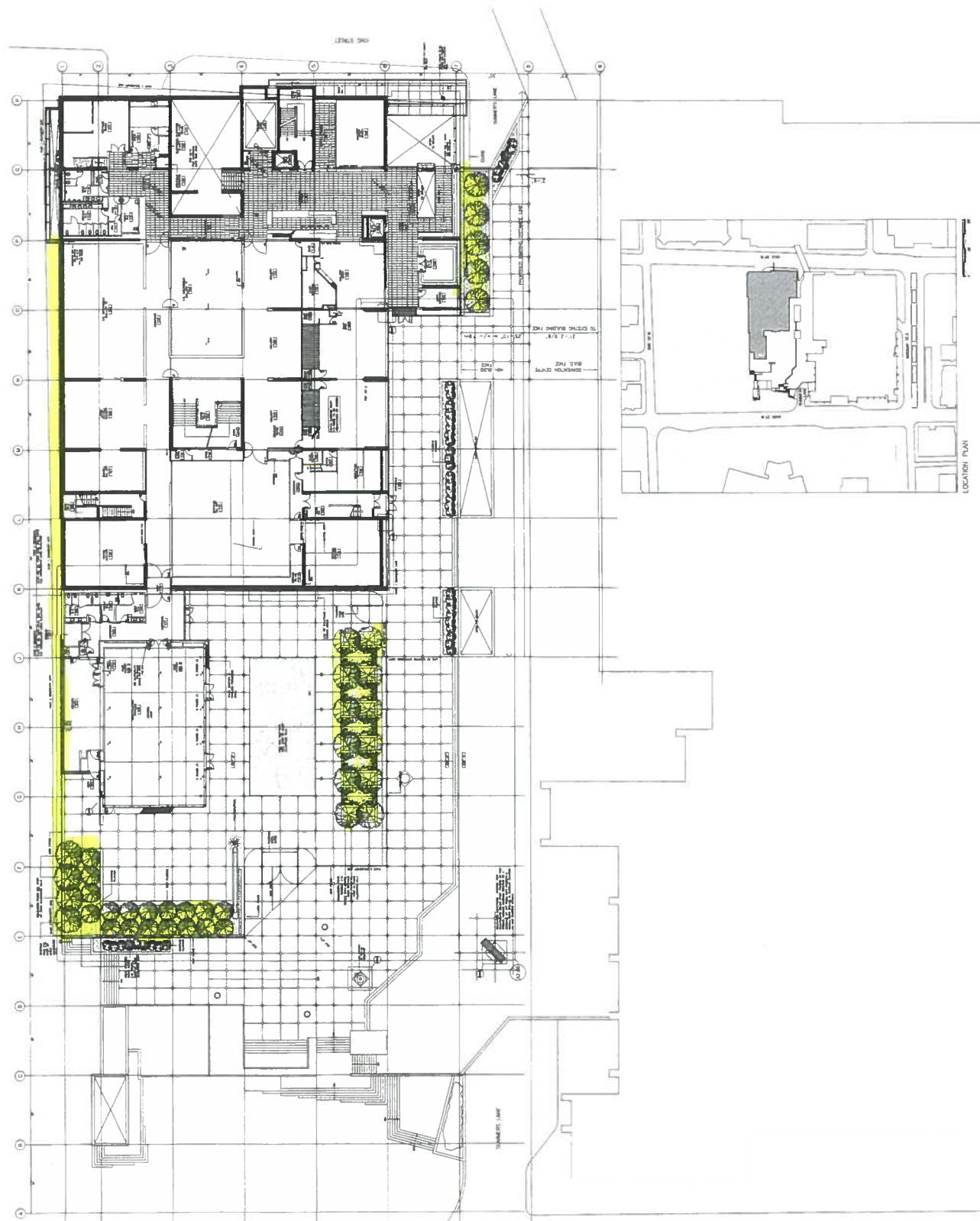
(if corporation)



CLIENT

THESE DRAWINGS ARE FOR THE
PURPOSE OF ASBUILTS NOT TO BE
USED FOR BUILDING PURPOSES
UNLESS OTHERWISE BY PCL
CONSTRUCTORS INC. CANADA

LEGEND



02	2005,06,20	2nd Sub - ASBUILTS
01	2005,01,19	Issued for ASBUILTS

NO.	DATE	ISSUE
DRAWN BY:		CHECKED BY:

DATE CREATED: 2005,06,19	DATE PLOTTED: 2005,06,19
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SCALE:	PROJECT NUMBER: 0900334
DRAWING TITLE:	

**ART GALLERY OF HAMILTON
123 KING ST. HAMILTON
ON, L8P 4S8**

A2.00
PROPOSED SITE PLAN
DRAWING NUMBER:

PCL-01