



# The Corporation of the Village of Slocan

PO Box 50, 503 Slocan Street, Slocan BC, V0G 2C0  
P: 250-355-2277 | F: 250-355-2666 | [cao@villageofslocan.ca](mailto:cao@villageofslocan.ca)

TENDER PACKAGE FOR:

## **Village of Slocan** **SLOCAN LEGION HALL -** **HERITAGE RESTORATION PROJECT:** **PHASE 1: EXTERIOR**

**T-2020-01**

**Closing Location:**

503 Slocan Street  
PO Box 50  
Slocan, BC V0G 2C0

**Closing Date and Time:**

4:00 p.m. Pacific Time

**Thursday, August 6<sup>th</sup>, 2020**

**Submit To:**

Michelle Gordon  
Chief Administrative Officer  
Phone: 250-355-2277  
Email: [cao@villageofslocan.ca](mailto:cao@villageofslocan.ca)

# TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b>	<b>4</b>
<b>2.0</b>	<b>DEFINITIONS &amp; ADMINISTRATIVE REQUIREMENTS</b>	<b>4</b>
2.1	Definitions	4
2.2	Terms and Conditions	4
2.3	Changes to Proposals	4
2.4	Proponent's Expenses	4
2.5	Firm Pricing	5
2.6	Currency and Taxes	5
2.7	Sub-Contracting	5
2.8	Acceptance of Proposals	5
2.9	Definition of Contract	6
2.10	Liability for Errors	6
2.11	Modification of Terms	7
2.12	Ownership of Proposals and Freedom of Information	7
2.13	Confidentiality of Information	7
<b>3.0</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS</b>	<b>7</b>
3.1	Proposal Submission	7
3.2	Inquiries	9
3.3	Addenda	9
3.4	Disclaimer	10
3.5	Evaluation and Selection Criteria	10
3.6	Commitment by the Village	10
<b>4.0</b>	<b>SCOPE OF WORK</b>	<b>11</b>
4.1	Project Overview	11
4.2	Overview of Building & Location	11
4.3	Site Visit	12
4.4	Phase 1 Project Works	12
4.5	Project Timeline	15
4.6	Contract Price & Payment	16
<b>5.0</b>	<b>CONTRACT CONDITIONS</b>	<b>16</b>
5.1	Compliance with Laws	16
5.2	Laws of British Columbia	16
5.3	Indemnity	16
5.4	Insurance	17
5.5	Registration with Work Safe BC	17
5.6	Local Conditions	17
5.7	Ownership	17

- 6.0 **APPENDIX 1 – TENDER FORM**
- 7.0 **APPENDIX 2 – DECLARATION OF SOCIAL PRACTICES**
- 8.0 **APPENDIX 3 – DESIGNATION OF PRIME CONTRACTOR**
- 9.0 **APPENDIX 4 – LIST OF SUBCONTRACTORS**
- 10.0 **APPENDIX 5 – SCHEDULE OF QUANTITIES & PRICING**
- 11.0 **APPENDIX 6 – LEGION FRONT FAÇADE ELEVATION RENDERING**
- 12.0 **APPENDIX 8 – LEGION EXIT STAIR & REAR FAÇADE RENDERING**
- 13.0 **APPENDIX 9 – LEGION EXIT STAIR PLAN**
- 14.0 **APPENDIX 10 – IOOF LOGO**
- 15.0 **APPENDIX 11 – LEGION HERITAGE REPORT, ROBERT INWOOD**

## **1.0 INTRODUCTION**

The Corporation of the Village of Slocan (“The Village”) is inviting tenders from contractors that currently perform and/or have experience in heritage building construction and restoration services, to complete an exterior heritage restoration on the historic Slocan Legion Hall.

## **2.0 DEFINITIONS & ADMINISTRATIVE REQUIREMENTS**

### **2.1 DEFINITIONS**

Throughout this Tender Package, the following definitions apply:

- a) **“Village”** means the Corporation of the Village of Slocan.
- b) **“Bidder”** means the individual or company that submits, or intends to submit, a bid in response to this Tender Package.
- c) **“CAO”** means the Chief Administrative Officer for the Village of Slocan.
- d) **“Closing Time”** means the day and time specified in this document by which the Submission must have been received by the Village.
- e) **“Contract”** means the written agreement resulting from this Tender Package, executed by the Village and the Contractor.
- f) **“Contractor”** means the successful Bidder to this Tender who enters into a written contract with the Village.
- g) **“Council”** means the Council of the Village of Slocan.
- h) **“Must”, “shall”, “require” or “mandatory”** means a requirement that must be met in order for the submission to be considered.
- i) **“Bid”** means a bid submission in response to this Tender Package.
- j) **“Services”** encompasses the work being done by the Contractor for the Village.
- k) **“Should”** means a requirement having a significant degree of importance to the objectives of the Tender.
- l) **“Submission”** means a bid submission in response to this Tender Package.

### **2.2 TERMS AND CONDITIONS**

The following terms and conditions apply to this Tender. Submission of a Bid in response to this Tender Package indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village.

### **2.3 CHANGES TO BID SUBMISSION**

By submission of a written notice, a Proponent may amend or withdraw its Bid prior to the closing date and time.

Upon closing, all Bids become irrevocable. The proponent may not change the wording of its bid submission after a closing and no words or comments may be added to the submission unless requested by the Village for clarification.

### **2.4 PROPONENT’S EXPENSES**

Proponents are solely responsible for their own expenses in preparing a bid submission. If the Village elects to reject all bids, the Village will not be liable to any proponent for any claims for costs or damages incurred by the proponent in preparing the submission, loss of anticipated profit in connection with a final contract, costs for returning unopened submissions, or any matter whatsoever.

## **2.5 FIRM PRICING**

- a) Proponents shall base their bid submission on furnishing everything required to complete the project coordinator services, including all labour, materials, tools, equipment, supplies, travel costs, and incidentals.
- b) Submissions must include a proponent maximum fee including sub-contracting to complete this project.
- c) Prices will be firm for the entire contract period unless this Tender Package states otherwise.

## **2.6 CURRENCY AND TAXES**

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

## **2.7 SUB-CONTRACTING**

- a) Using a sub-contractor (who must be clearly identified in the submission) is acceptable. This includes a joint submission by a proponent and sub-contractor who have no formal corporate links. However, the proponent must be prepared to take overall responsibility for successful interconnection and must be defined in the submission.
- b) Where applicable, the names of approved sub-contractors listed in the submission will be included in the contract. No changes or additions to the list will be permitted without the written consent of the Village.

## **2.8 ACCEPTANCE OF BIDS**

- a) This Tender Package must not be construed as an agreement to purchase goods or services. The Village is not bound to accept the lowest priced or any bid of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a bid, nor execution of a contract, will constitute approval of any activity contemplated in any submission that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Village reserves the right to reject any bid submission and to accept any bid submission notwithstanding any non-compliance with this Tender Package. The Village may select any bid submission for acceptance or negotiation with the proponent by selecting the bid submission which the Village, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Village.
- d) If a proposal contains a defect or fails to comply with the requirements of the Tender documents, which in the sole discretion of the Village is not material, the

Village may waive the defect and accept the proposal.

- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Tender, whether in respect of bid submission preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a bid each proponent shall be deemed to have irrevocable waived any such claim.
- f) The Village reserves the right to cancel this Tender at any time for any reason, and in so doing to reject all submissions, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any proponent as a result of such cancellation.
- g) The Village reserves the right to enter into negotiations with one or more proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any bid submissions received.
- h) The Village reserves the right to select one or more proponents for further consideration following the initial bid evaluation process. The Village may require in-person presentations or interviews with proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any bid is subject to funding and may require approval of Council.
- j) After acceptance by the Village, the successful proponent will be issued a written *Notice of Award*.

## **2.9 DEFINITION OF CONTRACT**

Notice in writing to a proponent of the acceptance of its bid submission by the Village and the subsequent full execution of a written contract will constitute a *Contract for Services*, and no proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a bid, the proponent agrees that, should it be identified as the successful proponent, it is willing to enter into a contract with the Village within fifteen (15) calendar days of the date of the *Notice of Award*.

## **2.10 LIABILITY FOR ERRORS**

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

## 2.11 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the Tender Package at any time at its sole discretion. Such modifications will be communicated to all proponents through formal addenda.

## 2.12 OWNERSHIP OF BID SUBMISSIONS AND FREEDOM OF INFORMATION

All documents, including bid submissions, received by the Village become the property of the Village. Each bid submission should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the Village will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

## 2.13 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Village obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Village.

## 3.0 SUBMISSION REQUIREMENTS

### 3.1 PROPOSAL SUBMISSION

- a) Submissions must be delivered by hand, by mail or by email to the following location no later than 4:00 p.m. Pacific Daylight Time on **Thursday, August 6<sup>th</sup>, 2020 (Closing)**. It is the Proponent's responsibility to ensure and confirm their submission has been received by the Village.
- (b) Submissions mailed or delivered by hand must be in a sealed envelope or package, and clearly marked:

**Village of Slocan – Legion Hall, Exterior Heritage Restoration**

Attention: Michelle Gordon, CAO

Village of Slocan

PO Box 50, 503 Slocan Street, Slocan, BC, V0G 2C0

Email: [cao@villageofslocan.ca](mailto:cao@villageofslocan.ca)

- b) Submissions submitted by facsimile are not acceptable and will be rendered non-compliant.
- c) Submissions are to include the following:
  - i. General:  
An introductory cover letter that includes a general background overview of the proponent, identification of similar services provided for other clients, and an outline of expected approach for successfully undertaking

the project.

ii. Relevant Experience:

This section must include:

- A listing of recent relevant project experience. Project descriptions should include a summary of related work, including scope, project successes, location and length of time of project.

iii. Proposal Schedule:

This section must include:

- A schedule for completion of the project broken down by phase and task.
- A description of the tasks to be undertaken and methodologies to be used by the proponent.
- Lead, team members and sub-contractors.

iv. Qualifications:

This section must include:

- Educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects. Resumes may be included as an appendix.
- Identification of availability and office location.

v. Financial Expectations:

This section must include:

- A Proponent maximum fee.
- A breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs.
- Total hours and fees per individual, including sub-contractors, to be assigned for the entire project.

vi. References:

A list of references from a minimum of two (2) municipal government clients (or equivalent) who have engaged the proponent to complete projects of similar scope and complexity – include the name, address and phone number of references; and

vii. Conflict:

Assurance that the proponent and any proposed sub-contractor(s) are

not in a position which may be perceived as a conflict of interest with respect to undertaking this project.

c) Submission Format:

- i. Bid submissions must be emailed, mailed or delivered by hand in a sealed envelope or package, with the name and address of the Proponent and the Tender title clearly marked on the outside.
- ii. Late submissions will not be considered.
- iii. Submissions that are conditional; illegible; obscure; contain arithmetical errors; erasures; alterations; or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- iv. The person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this Tender Package must sign the Tender Form provided herein. Unsigned tender forms will be declared disqualified and returned.
- v. Proponents shall be solely responsible for the delivery of their submission in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to other Village facilities and at the discretion of the CAO these may be declared disqualified.

### 3.2 INQUIRIES

- a) All inquiries related to this Tender Package are to be submitted in writing via email to the following:

Michelle Gordon, Chief Administrative Officer  
Email: [cao@villageofslocan.ca](mailto:cao@villageofslocan.ca)

- b) Proponents should examine the Tender Documents thoroughly and notify the Village of any errors, omissions, or ambiguities found in the documents. This will allow the Village, at its discretion, to issue Addenda prior to Closing.
- c) All inquiries will be accepted until **4:00 p.m. on Tuesday, August 4<sup>th</sup>, 2020**. Any notices or inquiries submitted after this date may not be answered.
- d) Information obtained from any other source is not official and should not be relied upon.

### 3.3 ADDENDA

- a) Responses to any questions that are received by the Village that effect the Tender process will be issued as addenda by the Village.

b) Addenda will be published in the same location as the original-posted Tender Package. It is the responsibility of the proponent to check these locations for updates. All addenda become part of the Contract document and must be considered when responding to this Tender Package.

c) Verbal answers are binding only when confirmed by written addenda.

**3.4 DISCLAIMER**

Each proponent is responsible to review and understand the terms and conditions of this Tender Package, and the scope of work being requested. The Village makes no representation or warranty as to the accuracy or completeness of the information contained in this Tender Package and the proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the Tender Package, and to prepare and submit its bid. The Village will not be responsible for any loss, damage or expense incurred by a proponent as a result of any inaccuracy or incompleteness in this Tender Package, or as a result of any misunderstanding or misinterpretation of the terms of this Tender Package on the part of any proponent.

**3.5 EVALUATION AND SELECTION CRITERIA**

Evaluation of bid submissions will be by the Village’s project management team, and those bid submissions passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, proponents may be required to provide clarification to statements made in their submissions.

Point-Rated Criteria	Points Assigned	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and Qualifications	40						
Methodology – Detailed method/planning and work program	30						
Cost to the Village Including Disbursements	20						
Reputation and Feedback from References	10						
<b>Total Points:</b>	<b>100</b>						

**3.6 COMMITMENT BY THE VILLAGE**

a) The Village will make available, upon request and at no cost to the successful proponent, any existing Village maps, plans, reports and bylaws, copies of which can be produced in-house.

b) The Village will provide reasonable administrative support, for the purpose of providing historical information and conducting research.

- c) The successful proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- d) Village meeting rooms, when available, may be used at no charge to the Contractor and are to be arranged through Village administration.
- e) The Village will provide heritage design consultation services with Robert Inwood, Heritage Design Planner.

## **4.0 SCOPE OF WORK**

### **4.1 PROJECT OVERVIEW**

The Village of Slocan is undertaking a program of long-term exterior and interior rehabilitation to its historic Silvery Slocan Legion & Community Hall. This late Victorian structure is a landmark in the community and is unique and significant as one of only a few historic wooden structures remaining in the Village. The Village intends to implement a program of preservation measures to rehabilitate, conserve, and preserve the heritage components of the structure, while improving the building's envelope and undergo renovation to meet mandatory safety requirements. The project will be undertaken in two phases; phase one will focus on the exterior of the building and phase two will focus on the interior. This project, *Phase One*, will be completion of the exterior.

The contractor will be expected to review existing documentation and plans in relation to the project and consult with Village staff for input.

*\* The contractor will be expected to work closely with the Village's Heritage Design Consultant, Robert Inwood, on all aspects of this project. Inwood will ensure proper preservation measures and conformity to the Plan, and will conduct work progress inspections, as required.*

### **4.2 OVERVIEW OF BUILDING AND LOCATION**

The Silvery Slocan Legion & Community Hall (formerly known as the Oddfellows Hall) has been recognized as a heritage building, and is located in the downtown core. The Slocan Legion Branch 276 has leased/occupied this Village-owned building since 1999 and has proven to be a hub for the community. In addition to the organizations that utilize the space for private functions, the Hall is host to regular events such as holiday celebrations, seniors luncheons, funeral services, weddings, reunions, educational meetings, seminars, and open houses.

Based upon local archive evidence, it would appear that the structure was built in 1922 to house the functions of the local *International Order of Odd Fellows (IOOF)*. The building style was of late Victorian 'vernacular' appearance, and the typical Western Boom-Town false front façade was raised to hide a barn-style wood shingled roof. The ornamentation was of a modest neo-classical nature. During the WWII years, Japanese detainees were shipped to the Interior of BC and many were temporarily placed in camps; some of which were located in Slocan. The IOOF Lodge was used for the purpose of housing Japanese internees until they could be relocated, as well as utilized

as a community center for the Japanese population. When the IOOF chapter became too small to continue, it was taken over by a local senior citizens group and ultimately, ownership as passed to the Municipality.  
 (sited from the 2017 *Slocan Legion Heritage Assessment & Recommendation Report*, by Design Planner, Robert Inwood)

#### 4.3 SITE VISIT

A site visit, for interested proponents, has been scheduled for **10:00am on THURSDAY, JULY 30<sup>TH</sup>, 2020**. Heritage Design Consultant and Village staff will be in attendance.

#### 4.4 PHASE 1 – PROJECT WORKS

**Found in Heritage Report, Page:**

TASK	DESCRIPTION	
Fire Exit Stairs	<p>Rear second floor fire exit stairs have been condemned due to extensive rot. Remove old exit stairs and encasement, and replace with new pre-fabricated metal stairs and pad, as provided and shown in the attached Schedule. New staircase will be visually compatible with building features and replaced to comply with mandatory Code and Fire Safety Regulation. Contractor responsible for installation of prefabricated stairs and pad.</p> 	11
Drainage (Rear)	Excavation work required for drainage at rear south east corner of building to preserve foundation.	n/a
Electrical Service	<p>Removal of all non-functioning electrical masts, conduits, meters, junction boxes and draped wires which degrade the front façade of the building. Relocate functioning components to comply with Safety Code requirements.</p> 	10

<p>Siding</p>	<p>Removal of all existing modern siding materials and replace with 6” wide bevel-style fibre-cement Hardie-Plank board. Match color to existing Hardie-Plank on north side exit tower.</p> 	<p>6</p>
<p>Facades</p>	<p>Restore all facades to as-close-to original as possible.</p>	<p>6</p>
<p>Soffit, Fascia, Flashing, Cladding and Trim</p>	<p>All structural framing and exterior finish elements are constructed of wood. The original wood cladding is “drop cove” style with fir and cedar, other features show evidence of typical Victorian elements. Restoration required for all soffit, fascia, flashing, cladding and trim. Match with as-close-to original features as possible. Historic trim details not to be replaced.</p> <p>*See notes at bottom of table.</p> 	<p>4, 6</p>
<p>Windows</p> <p>Front Windows:</p>	<p>Appearance of windows are a key element to historical authenticity. Where original wooden window frames and sills cannot be restored, strengthened or stabilized by using epoxy consolidants, wooden frames will be rebuilt to simulate original components.</p> <p>Existing front façade window frames and sills to be restored. Install overlay grate/sash with center horizontal crossbar on upper windows to simulate original look.</p> <p><i>Front Left (Lower):</i> <span style="margin-left: 150px;"><i>Front Right (Lower):</i></span></p> 	<p>8, 9</p>

*Front Upper:*



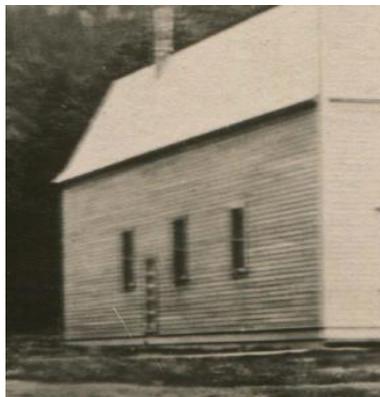
Rear Window:

Existing rear façade window, frames and sills to be restored.



North-Facing Windows:

Re-open three windows on the north-facing side of the building on the ground floor. Window openings existing behind wood panelling. Install double-insulated glass and historic overlay grate/sash with horizontal crossbar, to simulate original look.



Painting	<p>Historic wood details to be restored and repainted with new paint scheme, as per rendering. Match 'yellow' color for building body to existing Hardie-Plank color (on north side exit tower), and with white trim and brick-red accents, as per sketch rendering. Prep for painting on front – fill holes, remove old paint etc. allow for extra time. See guidelines in report.</p> <p>*Heritage Design Consultant to provide paint color codes to contractor.</p>	5
Lighting	Removal of all lighting features and replaced with as-close-to original features as possible.	n/a
Wheelchair Access	<p>Installation of two concrete wheelchair access ramps (located at north and south building exits).</p> <p style="text-align: center;"><i>Current North Exit</i>                      <i>Current South Exit</i></p> <div style="display: flex; justify-content: space-around;">   </div>	n/a
IIOF	Restoration of original IIOF wooden logo (See Schedule 9)	3
Roof	Roof restoration has not been included in the scope of this project as the work has already been completed.	8

Notes:

- Where possible, retention of all original wooden elements and the use of epoxy consolidants, rather than replacement, are encouraged. Wood components that are too badly damaged to be practically conserved should be replaced with exact replications in terms of material and profile.

**4.5 PROJECT TIMELINE**

The successful contractor will be expected to commence the project by **Monday, August 24<sup>th</sup>, 2020** and complete the project no later than **Monday, November 30<sup>th</sup>, 2020**. An extension on the Completion Date *may* be granted, at the discretion of the Village, if adverse weather restricts project progress.

#### **4.6 CONTRACT PRICE & PAYMENT**

- a) The price for the work (“*contract price*”) shall not exceed **\$190,000**, and shall be the sum in Canadian dollars of the following:
  - i. the product of the actual quantities of the items of work listed in Schedule 5: *Schedule of Quantities and Prices*, which are incorporated into or made necessary by the work; plus
  - ii) all lump sums, if any, as listed in the *Schedule of Quantities and Prices*, for items relating to or incorporated into the work; plus
  - iii) any adjustments, including any payments owing on account of changes and agreed to extra work, approved in accordance with the provisions of the contract documents.
- b) The contract price shall be the entire compensation owing to the contractor for the work and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the work.
- c) The Village shall make payments to the contractor for invoices based on a fair assessment of each item of work within the unit price schedule and as measured and agreed upon by the Village of Slocan, subject to applicable legislation and the provisions of the contract documents. Invoices are paid net 30 days.

#### **5.0 CONTRACT CONDITIONS**

By submission of a bid, the proponent agrees that should its bid submission be successful, the proponent will enter into a Contract with the Village based on this Tender Package, the proponent’s bid submission, and any negotiations concluded pursuant to Section 2.9.

#### **5.1 COMPLIANCE WITH LAWS**

The Contractor will comply with all laws applicable to the work or performance of the Contract.

#### **5.2 LAWS OF BRITISH COLUMBIA**

Any Contract resulting from this Tender Package will be governed by and will be construed and interpreted in accordance with all laws in affect of the Province of British Columbia.

#### **5.3 INDEMNITY**

Notwithstanding the providing of insurance coverage by the Contractor, the Contractor hereby agrees to indemnify and save harmless the Village, its employee(s), agent(s), and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as “Claims), that the Village may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions,

including negligent acts or omissions of the Contractor or its sub-contractor(s), servant(s), agent(s), or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Village, its other contractor(s), assign(s) and authorized representative(s) or any other persons.

#### **5.4 INSURANCE**

- a) The Contractor will be required to provide and maintain insurance, at the Contractor's expense, pursuant to Section 24.1 of the General Conditions in Volume II of the Platinum Edition of the *Master Municipal Construction Documents*;
- b) Insurance policies under Section 5.4(a) must include "*The Corporation of the Village of Slocan*" as additional insured.
- c) Proof of insurance must be provided to the satisfaction of the Village.

#### **5.5 REGISTRATION WITH WORKSAFE BC**

- a) The Contractor shall be registered in good standing, and have Work Safe BC coverage for itself, all workers, and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Worker's Compensation Act and regulations there under.
  
- b) The contractor must provide to the Village, a clearance letter of good standing from Work Safe BC.

#### **5.6 LOCAL CONDITIONS**

The Contractor shall, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered and practicability of the work and of the methods of procedure. No verbal agreements or conversation with any officer, agent or employee of the Village, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

#### **5.7 OWNERSHIP**

The material produced, furnished and used by the Contractor as a result of this Agreement will be the exclusive property of the Village upon completion of the work.

**APPENDIX 1 - TENDER FORM**

**Village of Slocan TENDER FORM:**

**SLOCAN LEGION HALL - HERITAGE RESTORATION PROJECT:**

**PHASE 1: EXTERIOR**

T-2020-01

**CLOSING: 4:00 PM PACIFIC TIME ON THURSDAY, AUGUST 6<sup>th</sup>, 2020.**

This form must be completed, signed and included with the Submission.

1. **WE, THE UNDERSIGNED:**
  - 1.1 Have received and carefully reviewed all of the conditions listed in this Tender Package, and the following addenda:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ADDENDA, IF ANY)
  - 1.2 Have full knowledge of the place of work and the work required; and
  - 1.3 Have complied with the instructions to Tenderers.
2. **ACCORDINGLY, WE HEREBY OFFER:**
  - 2.1 To perform and complete all of the work and to provide all the labour, tools, equipment, material, earth material, and traffic control management as set out in the Tender Package and Tender Documents provided;
  - 2.2 To complete the works on or before **Monday, November 30<sup>th</sup>, 2020**;
  - 2.3 To do the work for the price, which is the sum of the prices set out in *Schedule of Quantities & Pricing (SoQ)*, plus any lump sums or specific prices and adjustment amounts. For the purposes of tender comparison, our offer is to complete the work for the tender price as set out in the submitted SoQ. Our tender price is based on the prices listed in the SoQ and excludes GST.
3. **WE CONFIRM:**
  - 3.1 That we understand and agree that the prices as listed in the SoQ are estimated, and that the actual prices will vary.
4. **WE AGREE:**
  - 4.1 That this tender will be irrevocable and open for acceptance by the Village for a period of thirty (30) calendar days from the day following the tender closing date and time, even if the tender of another tenderer is accepted by the Village. If within this period the Village delivers a written *Notice of Award* by which the Village accepts our tender, we will:
    - a) Within fifteen (15) calendar days of receipt of the *Notice of Award*, deliver to the Village:
      - i. A clearance letter indicating that the Contractor is in Work

- Safe BC compliance;
- ii. A copy of the insurance policies, as specified in Section 5.4 of the Tender Package, indicating that all such insurance coverage is in place;
- iii. Proof of Village of Slocan Business License receipt and payment.

b) Upon receipt and acceptance by the Village of the aforementioned documents, a Contract will be sent to the successful Contractor, who will be required to sign and return the Contract documents to the Village within seven (7) calendar days of receipt.

**5. WE AGREE:**

- 5.1 That if we receive written *Notice of Award* of this contract and, contrary to section 4.0 of this Form of Tender, we:
- a) Fail or refuse to deliver the documents as specified; or
  - b) Fail or refuse to commence the work as required, then such failure or refusal will be deemed to be a refusal by us to enter into the Contract and the Village may, on written notice to us, award the contract to another party.

**6. ACKNOWLEDGEMENT**

By way of submission, we acknowledge that we have received and carefully reviewed all of the Tender Documents, including all posted Addenda. Accordingly, we agree to complete the requirements of this Tender for the price provided.

**NAME OF COMPANY:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**WorkSafe BC Reg. No:** \_\_\_\_\_

**THIS SUBMISSION IS EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME OF AUTHORIZED SIGNATORY & TITLE**

\_\_\_\_\_  
**DATE**

## APPENDIX 2 – DECLARATION OF SOCIAL PRACTICES

The Village of Slocan expects that each Proponent has and will comply with internationally-recognized labour conventions and recommendations of the International Labour Organization (ILO), of which Canada is a member, and any applicable legislation pertaining to the work place safety, employment and human rights. In Canada these include (but are not limited to):

- *The Corruption of Foreign Public Officials Act (Canada)*
- *Human Rights Act (BC)*
- *The Employment Standards Act (BC)*
- *The Worker’s Compensation Act (BC)*

I declare on behalf of \_\_\_\_\_, that:  
Corporate Name of Proponent

1. The Proponent, or any person who currently holds or has, at any time within the past three (3) years, held the following positions or titles with the Proponent: Officer, Director or Senior Manager, has not been convicted or subject to a determination by a regulatory body, administrative body or other tribunal having jurisdiction over the Proponent, of a violation, within the past three (3) years, under legislation applicable to the Proponent, other than those set out in the table below:

Title of Act or Bylaw	Date of Violation	Regulatory / Adjudication Body	Description of Violation or Conviction	Document or File Number

2. All the information contained herein is true, accurate, and complete, and I understand that a false declaration may result in the disqualification of the Proposal from consideration or termination of the resulting contract, without any cost or penalty to the Village of Slocan;
3. I am authorized by the Proponent to sign this Declaration, and to submit with the Proposal, on behalf of the Proponent.

**NOTE:** Declaration must be completed and signed by the Proponent.  
 Failure to do so will cause the rejection of the Proposal.

Additional numbered pages outlining this portion of the Proposal may be attached to this page and/or separate documents listed above may be submitted with this appendix. Each such additional page and separate document shall be signed by the Proponent.

\_\_\_\_\_  
 Corporate Name of Proponent

\_\_\_\_\_  
 Signature of Proponent

\_\_\_\_\_  
 Date

## **APPENDIX 3 – DECLARATION OF PRIME CONTRACTOR**

### **Project Information**

Project Name: \_\_\_\_\_

Project Reference No. \_\_\_\_\_

Project Owner: \_\_\_\_\_

### **Prime Contractor Information**

Name of Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

WorkSafeBC Registration Number: \_\_\_\_\_

Person in Charge of Project: \_\_\_\_\_

Person Responsible for Coordinating  
Health & Safety Activities: \_\_\_\_\_

### **Contractor's Declaration as per Workers Compensation Act**

I/we acknowledge, in accordance with the *Workers Compensation Act, R.S.B.C., 1996*, Chapter 492, Part 3, Division 3, Section 118 and 119, as amended, that I/we are the "Prime Contractor" and are qualified to act as the "Prime Contractor". I/we accept the duties and responsibilities for coordination of health and safety in accordance with the *Workers Compensation Act*. And further, that I/we will do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the *Workers Compensation Act* and the *Occupational Health & Safety Regulations*. The Prime Contractor shall appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the workplace.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Date

**APPENDIX 4 – LIST OF SUBCONTRACTORS**

A complete list of all subcontractors, if any, that the tenderer will use for the work.

Tender Item	Trade	Subcontractor Name	Phone



## APPENDIX 6 – SCHEDULE OF QUANTITIES & PRICING

TASK	DESCRIPTION	PRICING ESTIMATE
Fire Exit Stairs – DEMO & INSTALLATION, and other associated works	<ul style="list-style-type: none"> <li>• Removal of old stairs and encasement</li> <li>• Installation of prefabricated stairs and pad.</li> </ul> <p>*Engineered drawings, building permit, inspection, and certification costs in relation to the exit stairs will be covered by the Village of Slocan.</p>	
Drainage (Rear)	Excavation work required for drainage at rear south east corner of building to preserve foundation.	
Electrical Service	Removal of all non-functioning electrical masts, conduits, meters, junction boxes and draped wires which degrade the front façade of the building. Relocate functioning components to comply with Safety Code requirements.	
Siding	<ul style="list-style-type: none"> <li>• Removal of all existing modern siding materials (north exit stair siding to remain)</li> <li>• Installation of 6” wide bevel-style fibre-cement Hardie-Plank board (match color to existing Hardie-Plank on north side exit tower).</li> </ul>	
Facades	Restoration of all facades to as-close-to original as possible.	
Soffit, Fascia, Flashing, Cladding and Trims	Restoration of all soffits & fascia, flashing, cladding and trims.	
Windows	<ul style="list-style-type: none"> <li>• Restore existing front façade window frames and sills and install overlay grate/sash with center horizontal crossbar on upper windows.</li> <li>• Restore existing rear façade window.</li> <li>• Re-open three windows on the north (lake side) of the building on the ground floor. Install double-insulated glass and historic overlay grate/sash with horizontal crossbar.</li> </ul>	
Painting	<ul style="list-style-type: none"> <li>• Restoration of historic wood details and repainted with new paint scheme, as per rendering (match ‘yellow’ color for building body to existing Hardie-Plank color, with white trim.</li> <li>• Prep for painting on front – fill holes, remove old paint (see guidelines in report).</li> </ul>	



## APPENDIX 7 – LEGION FRONT FAÇADE ELEVATION RENDERING

### RESTORATION GUIDELINES:

- RETAIN & REFURBISH ALL ORIGINAL DETAILS & MATERIALS
- CAREFULLY REMOVE MODERN SIDING MATERIALS
- RECREATE MISSING DETAILS TO EXACTLY MATCH ORIGINAL
- STABILIZE DETERIORATED WOOD W/ EPOXY CONSOLIDANTS & FILLERS – CAULK OPEN JOINTS
- PREPARE WOOD FAÇADE MATERIALS FOR PAINTING W/ LOW IMPACT MECHANICAL METHODS: SCRAPING/SANDING/CHEMICLE STRIPPERS/ HEAT GUNS - NO HIGH PRESSURE WATER BLASTING!
- REINSTATE MID-BAND PANELS & FRONT DOOR CASING TRIM TO HISTORIC APPEARANCE
- INSTALL 'GRILL' ON 2<sup>ND</sup> FLOOR WINDOWS TO RECREATE 2 PANE LOOK



### FRONT FAÇADE ELEVATION

SCALE: ¼" = 1'-0"

*VERIFY ALL DIMENSIONS ON SITE!*

### APPENDIX DRAWING: 'A'

HISTORIC SLOCAN LEGION HALL  
EXTERIOR REHABILITATION PROJECT

R. INWOOD · DESIGN · 2020

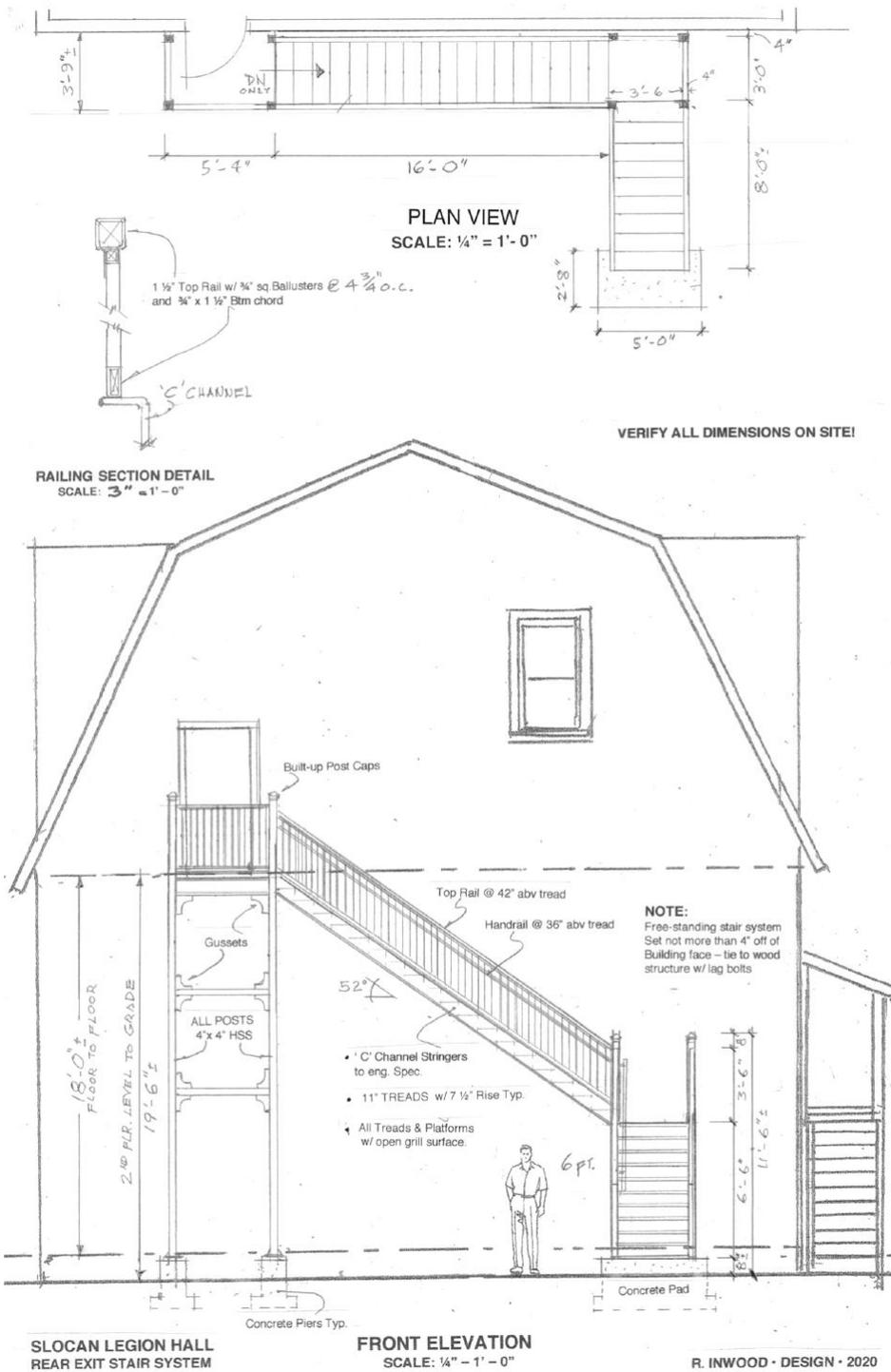
**APPENDIX 8 – LEGION EXIT STAIR & REAR FAÇADE RENDERING**



SLOCAN LEGION HALL  
EXTERIOR REHABILITATION CONCEPT  
REAR FACADE W/ FIRE ESCAPE

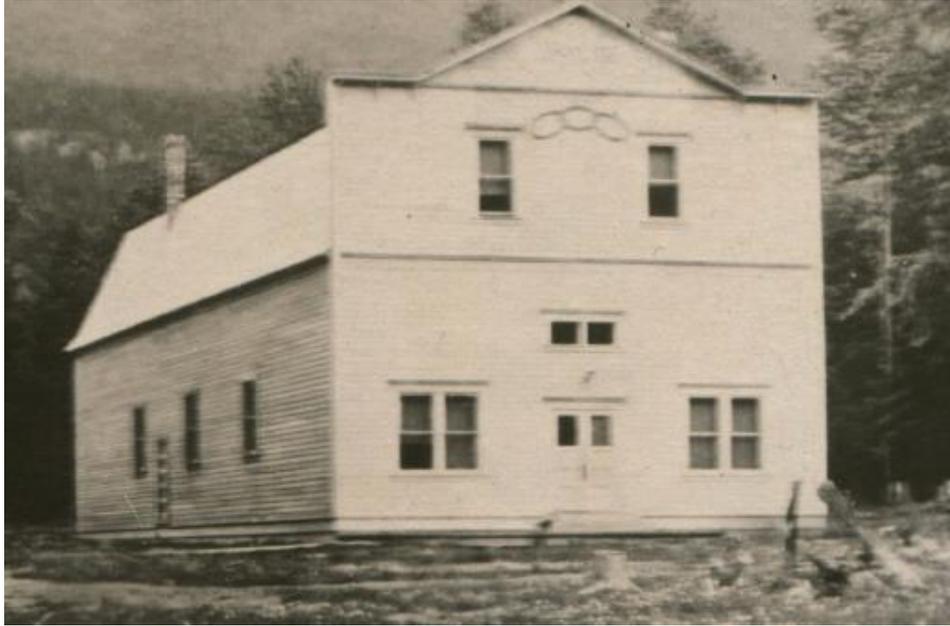
R. INWOOD • DESIGN • 2020

## APPENDIX 9 – LEGION EXIT STAIR PLAN (Village to Provide Engineered Plans for Installation)



**APPENDIX 10 – IOOF LOGO**

**HISTORIC CONDITION**



**CURRENT CONDITION**



**APPENDIX 11 – ROBERT INWOOD HERITAGE REPORT &  
STATEMENT OF SIGNIFICANCE**