



SECHELT INDIAN BAND

Contractor Name

March 2020

Personal and Confidential

AGREEMENT FOR MECHANICAL SERVICES (Plumbing, Air Conditioning, heating, Fire Protection & Related Works).

Further to our recent discussions, we are pleased to advise that the Sechelt Indian Band ("Band", "us", "our" or "we", as applicable) wishes to engage _____ (the "Contractor") to provide Mechanical Services ("Services") on the terms and conditions set out in this letter agreement ("Agreement").

1. **Nature of Relationship:** At all times you will be an independent Contractor, and not our employee. As an independent Contractor, you will not be entitled to any benefits available to our employees (including statutory holidays and vacation). Your engagement under this Agreement as a Contractor does not create any partnerships between us, or a relationship of principal and agent.
2. **Your Obligations:** You will provide those Services as are described in Schedule, "A" to this agreement. While providing the Services, you will report to the Director of Public Works directly.
3. **Term:** This Agreement is for a 24-month term beginning on July 01, 2020 and ending on June 30 , 2022, subject to earlier termination as provided for in paragraph 8.
4. **Control and Direction:** Subject at all times to fulfilling your obligations under this Agreement, you will not be subject to direction from us as to the manner in which you perform the Services and the schedule by which you perform the Services. You are also free to contract your Services to third parties, provided you disclose to us the identity of the third parties to whom you provide services and those services do not conflict with the performance of the Services.
5. **Compensation:** As consideration for the Services, we will pay monthly progress payments for work completed and approved by the Director of Public Works in



accordance with the attached Schedule "A" outlining the fees for work completed, provided that all remittances are in good standing with WorkSafe B.C., suppliers and other governing authorities.

6. **Taxes and Statutory Remittances:** You will promptly pay, as the same becomes due as a result or consequence of the payment of the compensation earned by you under this Agreement, all taxes and contributions payable pursuant to any or all applicable federal or provincial statutes.
7. **Indemnity:** You agree to indemnify and hold us harmless from all claims, losses, assessments, penalties, interest, liabilities or costs (including without limitation solicitor and own client legal fees) arising directly or indirectly from any failure by you to make the remittances referred to in paragraph 6.
8. **Ending of Agreement:** we may end this Agreement:
 - a. Immediately and without further obligation to the other party, in the event:
 - i. of a material breach of the Agreement by the Contractor which breach is not remedied within 3 days after we provide written notice of the breach to the Contractor,
 - ii. you commit an act of misconduct which results in prejudice to the Band;
or
 - b. With 30 days prior written notice of termination, in which case we may, at our sole discretion, require you to stop providing the Services at any time after receiving or delivering the notice of termination.

You will remain entitled to the compensation that you would have earned to the date of the ending of the Agreement.

9. **Effect of Ending:** If we end the Agreement, we will not be under any further obligation to you, except to pay such compensation as you may be entitled to receive for the Services provided up to the date of the ending of the Agreement.
10. **No Further Obligations:** On the ending of this Agreement, all obligations of the parties to one another will end, except as expressly set out in this Agreement. In particular, we will not be liable for any claim, action or demand, whether at common law or under any



legislation from time to time in force, for damages or loss sustained by you arising out of this Agreement or the provision of the Services.

11. **Authority:** You do not have the authority to, and will not in any manner whatsoever, commit or purport to commit us to any obligations, contractual or otherwise, or to the payment of any money to any person, corporation or entity, except with our prior written approval.
12. **Insurance:** Because you are an independent Contractor, you will not be covered by our liability insurance and therefore you must obtain an All-Risk" Liability Insurance Policy in the amount of \$5,000,000 and naming the Sechelt Indian Band and Sechelt Indian Government District as insured with such insurance independently. You will also have to comply in all aspects with applicable workers compensation legislation (including without limitation the Workers Compensation Act) and must maintain such coverage as is required by that legislation.
13. **Confidentiality:** During this Agreement and after, you will not use or disclose any of our confidential information or the confidential information of our members (except in the good faith performance of the Services) including, without limitation, financial information, budget information, and negotiation and personnel information without our prior written consent.
14. **Work product:** You acknowledge and agree that all work product including documentation, reports, recommendations and manuals developed for Sechelt under this Agreement will be our sole property.
15. **Entire agreement:** This Agreement represents the entire agreement between you and us concerning the terms and conditions of your provision of the Services and supersedes any previous oral or written communications, representations, understandings or agreements with us. This Agreement may not be altered or modified except by agreement in writing signed by you and us.
16. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force without being impaired or invalidated in any way.
17. **Survival:** Paragraphs 7, and 12 and 14 survive the ending of this Agreement.



Please indicate your acceptance of the terms and conditions set out in this Agreement by signing in the space provided below. We look forward to working with you.

Yours truly,

SECHELT INDIAN BAND

By:

Jesse Waldorf, O&M Manager

Rochelle Baptiste, IGS Division Manager

I, _____, accept the above terms and conditions contained in this Agreement and acknowledge and declare that I have carefully considered and understand those terms and conditions and agree that they are mutually fair and equitable.

Contractor

Dated



SCHEDULE "A"

REQUEST FOR TENDERS:

BAND BUILDINGS MECHANICAL MAINTENANCE:

HEATING AIR CONDITIONING PLUMBING & FIRE PROTECTION

March 9th, 2020

01. Instructions to Bidders:

The Sechelt Indian Band (SIB) is requesting bids from mechanical contractors to maintain the Band's heating and air conditioning systems and including plumbing repairs, fire suppression systems and or, new installations. The contract will be for a two (2) year term commencing July 01, 2020.

The Request for Proposals will close on May 1st, 2020 at 3:00PM.

Bids shall be submitted in sealed envelopes and marked, "Mechanical Tended" and deposited at Department of Public Works (main floor) at:

5545 Sunshine Coast Highway, Sechelt BC, VON 3A0.

Emailed or faxed proposals will not be accepted.

All inquiries must be directed to Jesse Waldorf at 604 740 5600 ext. 283 or,
email at jwaldorf@secheltnation.net.

The tenders will be evaluated on quality of workmanship, experience, ability to react to emergent callouts quickly, and price. References will be required from the selected bidder.

02. General Conditions:

The contract may not be awarded to the lowest bidder, or all tenders may be rejected at the sole discretion of the Sechelt Indian Band. Should either of the above occur, there will be no compensation paid to the bidders.

The success bidder must be registered and in good standing with WorkSafe BC. A liability insurance policy in the amount of five (5) million dollars is to be provided before starting work. The policy is to name the Sechelt Indian Band (SIB) and Sechelt Indian Government District



(SIGD) as insured. The policy wording must be approved by SIB. The successful bidder will require a business license from SIGD before the contract is awarded.

A schedule of maintenance work must be provided within 2 weeks of receiving confirmation of the contract; SIB approval of the schedule will be required. Some of the work may need to be done after 5:00 PM or on weekends and holidays. Disturbance to staff and other building occupants must be kept to a minimum.

The Band's Public Works superintendent will be available to take potential bidders through the buildings, to view the equipment from 9:00 AM through to 3:00 PM, by appointment only.

Foul language will not be tolerated on the premises. The contractor's staff must clean-up all debris and foot traffic mess after themselves upon completing their work on a daily basis.

The requirement for doing work at the new Men7iman Child Development Facility, and or other facilities, each staff person entering these buildings will require a criminal check by the RCMP. The bidders should investigate the cost of this service and include it in their bids. Personnel with criminal records will not be allowed on any of the Band sites.

03. Scope of work:

The work consists of providing maintenance to all the mechanical components to the Sechelt Indian Band's physical plant. The work will consist of maintaining the following plant and related components:

1. Heating equipment.
2. Air conditioning equipment.
3. Fire protection (sprinklers).
4. Plumbing fixtures/piping.
5. Ventilation and related components.
6. Adjusting air flows as required.
7. Boiler testing, flushing and maintenance.
8. And all other mechanical equipment relating to heating, air conditioning, plumbing, sprinklers.
9. Daily logbook must be kept indicating, work that has taken place on each day.

In general terms, the work will include, but not limited to: filter changes once every three months or oftener if required by the manufacturer, grease/oil moving components bi-weekly or oftener as required by manufacturer, adjusting components, belts changes, coil cleaning, testing of boilers for anticorrosive chemical, diffuser adjustment, replacement of worn out components. Assisting with duct cleaning every two years, check for gas leaks every 2 months



and adjusting water flows in toilets, sinks and urinals every three months; including the maintenance to sprinkler systems.

There may be new added components required, such as plumbing fixture additions, or installing a ventilation systems, and or, new hot water tanks etc. The payment for the new work will be paid as per the tendered price schedule.

The Band will approve up to 8 hours for a trades person and assistant for changing out failed large equipment (\$12,000/+ value) and will be paid in accordance with the tendered prices (items 2 to 5); and including the cost of crane service, if required. No other costs will be approved with the large equipment change out, other than stated above.

The buildings listed below are the ones that the bidders need to acquaint themselves with in preparing their bids. The list contained herein may not include all the components, therefore the bidders should visit all the buildings and familiarize themselves with all the existing equipment to provide an all-inclusive bid. Maintenance, and or, replacement of controls, thermostats apply to all buildings.

04 Service locations: .

Administration building: 5555 Sunshine Coast Highway, Sechelt, B C., VON 3A0 (Including the Administration Offices, Gift Shop and Ravens Cry Theatre)

1. Roof top heating & air conditioning units.
2. Adjustable ceiling diffusers
3. Exhaust fans
4. Sprinkler system
5. Ducting
6. Mechanical controls
7. Filters
8. Hot water tanks
9. Toilets, sinks, taps, and urinals
10. And all other mechanical work



Education Building: 5545 Sunshine Coast Highway, Sechelt B.C., VON 3A0

1. Roof top heating & air conditioning units.
2. Adjustable ceiling diffusers
3. Exhaust fans
4. Sprinkler system
5. Ducting
6. Mechanical controls
7. Filters
8. Hot water tanks
9. Toilets, sinks, taps, and urinals
10. And all other mechanical work

Health and Social Building: 5559 Sunshine Coast Highway, Sechelt B.C., VON3A0

1. Boiler maintenance (heating).
2. Air handling equipment – Documentation available for recent retrofit at the Sechelt Indian Band's Public Works offices at: 5545 Sunshine Coast Highway Sechelt BC.
3. Air conditioning equipment
4. Heat pumps
5. Adjustable ceiling diffusers
6. Exhaust fans
7. Sprinkler system
8. Ducting
9. Mechanical controls
10. Filters
11. Hot water tanks
12. Toilets, sinks, taps, and urinals
13. And all other mechanical work

Old Family Centre: 5530 Xwe'us Street, Sechelt B.C., VON 3A0

Schedule for Demolition in 2020

New Family Centre: 5495 Skupa Avenue, Sechelt B.C., VON 3A0

Schedule for Demolition in 2020



House of Red: 5494 Memmi man Street, Sechelt B C. , VON 3A7

1. Electric Fan Heaters
2. Adjustable diffusers
3. Exhaust fans
4. Ducting
5. Mechanical controls
6. Filters
7. Hot water tank
8. Toilets, sinks, taps, and urinals
9. And all other mechanical work

Public Works Shop: 5780 Black Bear Road, Sechelt B C., VON 3A0

1. Exhaust fans
2. Sprinkler system
3. Hot water tank
4. Toilets, sinks, taps, and urinals
5. And all other mechanical work

Old Mem7iman Child Development Centre: 5496 mem7iman Street, Sechelt B C., VON 3A0

1. Gas furnace
2. Adjustable diffusers
3. Exhaust fans
4. Sprinkler system
5. Ducting
6. Mechanical controls
7. Filters
8. Hot water tank
9. Toilets, sinks, taps, and urinals
10. And all other mechanical work



Mem7iman Child Development Centre: 5601 Swiykals Drive, Sechelt B.C., VON 3A0

The new Mem7iman Child Development Centre has a geothermal system with 14 heat pumps. In addition, the building is fully sprinkled.

1. Exterior mechanical equipment
2. Air handling equipment
3. Heat pumps
4. Geothermal system
5. Adjustable diffusers
6. Exhaust fans
7. Sprinkler system
8. Ducting
9. Mechanical controls
10. Filters
11. Hot water tanks
12. Kitchen equipment
13. Toilets, sinks, taps, and urinals
14. And all other maintenance for mechanical components listed in the Mem7iman Child Development Centre's maintenance manuals. The documents may be viewed at the Sechelt Indian Band's Public Works offices: 5545 Sunshine Coast Highway Sechelt BC.

Band Hall: 5532: Xenichen Avenue, Sechelt B.C., VON 3A0

1. Roof top heating & air conditioning units.
2. Adjustable ceiling diffusers
3. Exhaust fans
4. Sprinkler system
5. Ducting
6. Mechanical controls
7. Filters
8. Hot water tank
9. Kitchen equipment
10. Toilets, sinks, taps, and urinals
11. And all other mechanical work



Long House: 5488 Sunshine Coast Highway, Sechelt B.C. , VON 3A0

1. Adjustable diffusers
2. Exhaust fans
3. Sprinkler system
4. Ducting
5. Mechanical controls
6. Filters
7. Hot water tank
8. Kitchen equipment
9. Toilets, sinks, taps, and urinals
10. And all other mechanical work

Church: 5482 Chelpi Avenue, Sechelt B.C. , VON 3A0

1. 1 Gas furnace
2. Adjustable diffusers
3. Exhaust fans
4. Sprinkler system
5. Ducting
6. Mechanical controls
7. Filters
8. Hot water tank
9. Toilets, sinks, taps, and urinals
10. And all other mechanical work

Old Public Works Building: 5811 Tsulich Road, Sechelt B.C. , VON 3A0

1. Hot water tank
2. Exhaust fans
3. Toilets, sinks, taps, and urinals
4. And all other mechanical work



BAND BUILDINGS MECHANICAL MAINTENANCE
04. Tender Form

Bidders name _____ Email _____
Telephone number _____ Address _____

TASK DESCRIPTION	TENDERED AMOUNT
1. To supply all qualified labour, tools/equipment and miscellaneous materials (under \$25.00) for a two (2) year period; to maintain mechanical components as listed in Schedule "A" including markup.	\$_____ Lump Sum Payable at 1/12 per month
2. Supply all parts and related materials to maintain the equipment and related plumbing. Cost of materials (Over \$25.00) will be charged for at the contractor's cost plus a percentage fee of: 10%	Paid monthly
3. Provide qualified plumbers and other trades persons including tools, transportation, travel & markup (All found rate) for new work (Not replacements or maintenance).	\$_____per hour Paid monthly
4. Provide qualified trades person assistant including transportation, travel, tools & markup (All found rate) for new work (Not replacements or maintenance).	\$_____per hour Paid monthly
5. Provide as required qualified sheet metal trades persons including tools, travel, transportation and markup for new work (All found rate) for new work (Not replacements or maintenance).	\$_____per hour Paid monthly

Monthly invoices must be approved by the Director of Public Works. Invoices must be submitted on or before 25th of each month and payment will be made on or before the 15th of the following month.

Contractor's signature: _____ Date: _____