



REQUEST FOR QUOTATIONS

Title: District Energy Pipe Supply

Reference No.: 1220-040-2021-085

FOR THE SUPPLY OF GOODS AND SERVICES

(General Services)

Issue Date: November 12, 2021

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REQUEST FOR QUOTATIONS

1. INTRODUCTION

The City of Surrey (the “**City**”) invites suppliers to provide a quotation on the form attached as Schedule B – Form of Quotation to Attachment No. 1 – Supply Agreement (the “**Quotation**”) for the supply of the goods and services described in Schedule A – Specifications of Goods and Scope of Services to Attachment No. 1 – Supply Agreement (the “**Goods and Services**”). The description of the Goods and Services sets out the minimum requirements of the City. A person that submits a Quotation (the “**Supplier**”) should prepare a Quotation that meets the minimum requirements, and may as it may choose, in addition, also include goods, services or terms that exceed the minimum requirements.

Suppliers should carefully review Schedule A to Attachment 1 for a detailed description of the City’s requirements. The City intends to secure preferred pricing on pre-insulated pipe that is specified for use in the City district energy distribution system. The City currently intends that Quotations will be evaluated by the City in relation to their overall value, which will be assessed in the City’s sole and absolute discretion.

2. ADDRESS FOR DELIVERY

The Supplier should submit the Quotation **electronically** in a single pdf file which must be delivered to the City by email at: purchasing@surrey.ca

Confirmation of receipt of email will be issued. Quotations that cannot be opened or viewed may be rejected. A Supplier bears all risk that the City’s computer equipment functions properly so that the City receives the Quotation.

Note: The maximum file size the City can receive is 10Mb. If sending large email attachments, Suppliers should phone [604-590-7274] to confirm receipt.

3. DATE

The City would prefer to receive Quotations on or before **November 30, 2021** (the “**Date**”).

4. INQUIRIES

All inquiries related to this RFQ should be directed in writing to the person named below (the “**City Representative**”). Information obtained from any person or source other than the City Representative may not be relied upon.

Name: Sunny Kaila, Manager, Procurement Services

E-mail: purchasing@surrey.ca

Reference: 1220-040-2021-085

Inquiries should be made no later than 7 business days before the Date set out in Section 3. The City reserves the right not to respond to inquiries made within 7 business

days of the Date set out in Section 3. Inquiries and responses will be recorded and may be distributed to all Suppliers at the discretion of the City.

Suppliers finding discrepancies or omissions in the Agreement or RFQ, or having doubts as to the meaning or intent of any provision, should immediately notify the City Representative. If the City determines that an amendment is required to this RFQ, the City Representative will issue an addendum in accordance with Section 5. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Supplier.

5. ADDENDA

If the City determines that an amendment is required to this RFQ, the City Representative will issue a written addendum by posting it on the BC Bid Website at www.bcbid.gov.bc.ca and the City Website at www.surrey.ca (collectively, the “Websites”), and upon posting, any addenda will form part of this RFQ. It is the responsibility of Suppliers to check the Websites for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Supplier. By delivery of a Quotation, the Supplier is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

6. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender or a request for proposals and no obligations of any kind will arise from this RFQ or the submission of Quotations. The City may negotiate changes to any terms of a Quotation, including negotiation of amendments to Suppliers’ prices in Schedule B to a Quotation, and may negotiate with one or more Suppliers or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations. This RFQ does not commit the City in any way to select a Supplier or to proceed to negotiations for a contract, or to award any contract, and the City reserves the complete right to at any time reject all Quotations and to terminate this RFQ process.

7. ACCEPTANCE

A Quotation will be an offer to the City which the City may accept at any time by signing the copy of the Quotation and delivering it to the Supplier. A Quotation is not accepted by the City unless and until both the authorized signatory of the Supplier and the authorized signatory of the City have signed. Delivery of the signed Agreement by the City may be by fax or pdf e-mail or hard copy. In that event, the contract will be comprised of the documents included in the definition of Agreement in Attachment No. 1 – Supply Agreement.

8. SUPPLIER'S EXPENSES

Suppliers are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this RFQ. The City and its

representatives, agents, consultants and advisors will not be liable to any Supplier for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred by the Supplier in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

9. SUPPLIER'S QUALIFICATIONS

By submitting a Quotation, a Supplier represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods (if any) and perform the Services.

10. CONFLICT OF INTEREST

A Supplier should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.

11. SOLICITATION OF COUNCIL MEMBERS, CITY STAFF AND CITY CONSULTANTS

Suppliers and their agents will not contact any member of the City Council, City staff or City consultants with respect to this RFQ, other than the contact person named in Section 4, at any time prior to the award of a contract or the cancellation of this RFQ and which could be viewed as one Supplier attempting to seek an unfair advantage over other Suppliers.

12. CONFIDENTIALITY

All Quotations become the property of the City and will not be returned to the Supplier. All Quotations will be held in confidence by the City unless otherwise required by law. Suppliers should be aware the City is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Supplier and include the following:

- (a) If the Supplier is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Quotation should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Quotation on behalf of the corporation is submitted;
- (b) If the Supplier is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer should be included, and each partner or joint venturer should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the City that the person(s) signing have signing authority for the partnership or joint

venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above; or

- (c) If the Supplier is an individual, including a sole proprietorship, the name of the individual should be included.

14. EQUIVALENTS, SUBSTITUTIONS, ALTERNATIVES

Unless otherwise expressly stated, if and wherever the specifications set out in Schedule A Specification of Goods and Scope of Services to Attachment No. 1 – Supply Agreement, use a brand name of a manufacturer, make, trade name, or catalogue designation in specifying an item, it does not restrict Suppliers to the identified manufacturer, make, trade name, or catalogue designation. The usage of such identification is simply to indicate the character, quality and/or performance equivalence of the commodity identified.

Prior to the Date, a Supplier may request, pursuant to Section 4 the City to approve a commodity(ies) (each, an “Equivalency”) to be included in a Quotation in substitution for a commodity(ies), indicated in Schedule A - Specification of Goods and Scope of Services to Attachment No. 1 – Supply Agreement, on the basis that the substitution of the same or better character, quality and/or performance as the commodity(ies) indicated in Schedule A - Specification of Goods and Scope of Services and to Attachment No. 1 – Supply Agreement, such that that the proposed Equivalency will serve the purpose for which it is intended to be used equally as well. Applications for an Equivalency should be in writing delivered to the City Representative, accompanied by appropriate supporting information, data, specifications and documentation. The City may request any additional supporting information, data, specifications and documentation it considers necessary to make a decision with respect to the application. If the City decides in its sole discretion to accept an Equivalency, then the City will provide written confirmation of such acceptance to the Supplier, without notification to other Suppliers (subject to the City’s discretion under Section 4). The City is not obligated to review or accept any application for an Equivalency. Without limiting the City’s discretion as set out in this Section 14, the City may specifically refuse to approve an application for an Equivalency with which there may be an associated increase to a Quotation Price or a delay to the supply and delivery of the Goods and Services.

The Supplier should clearly identify in its Quotation any Equivalencies approved by the City under this Section 14.

If the Supplier does not in its Quotation indicate any Equivalencies, the Supplier will be deemed to accept the commodity(ies) described in Schedule A - Specification of Goods and Scope of Services to Attachment No. 1 – Supply Agreement.

15. MULTIPLE SUPPLIERS

The City reserves the right and discretion to divide up the Goods and Services, either by scope, geographic area, or other basis as the City may decide, and to select one or more Suppliers to enter into discussions with the City for one or more Contracts to perform a portion or portions of the Goods and Services. If the City exercises its discretion to divide up the Goods and Services, the City will do so reasonably having regard for the RFQ and the basis of Quotations.

In addition to any other provision of this RFQ, Quotations may be evaluated on the basis of advantages and disadvantages to the City that might result or be achieved from the City dividing up the Goods and Services and entering into one or more Contracts with one or more Suppliers.

16. QUOTATION PRICE

The prices set out in the Supplier's Quotation will, applied in accordance with the terms as set out in Attachment No. 1 – Supply Agreement, represent the entire cost to the City for the complete performance of the supply and delivery of the Goods, exclusive only of GST and PST, calculated upon such prices, but inclusive of all other costs.

Prices must be quoted in Canadian currency.

Prices should be firm during the full Term of the Agreement.

Prices are to be quoted F.O.B. Destination, Freight Prepaid, Surrey, British Columbia. For greater certainty, freight, insurance, unloading at the destination designated by the City (or loading onto City, agent or Supplier vehicles, as the delivery location), import duties, brokerage, royalties, handling, overhead, profit and all other similar costs are to be included in Quotation prices.

The City requests pricing for all items listed on the Schedule of Prices & Project Material List and the City reserves the right to award a contract on one or more items with one or more Suppliers.

Attachment No. 1 – SUPPLY AGREEMENT

Reference Title: District Energy Pipe Supply

RFQ No.: 1220-040-2021-085

THIS AGREEMENT dated for reference this _____ day of _____, 2021.

BETWEEN:

CITY OF SURREY
13450 - 104 Avenue
Surrey, B.C., V3T 1V8, Canada,

(the "City")

AND:

_____ (*Insert Full Legal Name and Address of Supplier*)

(the "Supplier")

WHEREAS:

- A. The City is interested in purchasing, for use in its district energy system, and the Supplier is interested in supplying pre-insulated pipe and other ancillary products.
- B. The parties have entered into this Agreement for this purpose.

WITNESSES that in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms and Conditions:

- (a) "Agreement" means this agreement and all schedules attached hereto;
- (b) "City" means the City of Surrey;
- (c) "Contractor" means a contractor retained by the City to install the Goods and Services;
- (d) "Fees" means the prices in Canadian dollars provided by the Supplier specified in Schedule B – to Attachment 1, for the provision of the Goods and Services, unless otherwise agreed by the parties in writing, and includes all taxes;
- (e) "Goods" means the equipment or materials (if any) as described generally in Schedule A, including anything and everything required to be done for the fulfilment and completion of this Agreement;
- (f) "Indemnitees" has the meaning described in Section 12.2;
- (g) "Order" means a written order executed by the City, its agent or Contractor;
- (h) "RFQ" means the Request for Quotations;
- (i) "Services" means the services as described generally in Schedule A including anything and everything required to be done for the fulfilment and completion of this Agreement;

- (j) "Supplier" means a supplier whose Quotation has been accepted by the City and who is providing the Goods and Services under this Agreement. The Supplier is expected to support the Contractor with training and any questions with the material being provided; and
- (k) "Term" has the meaning described in Section 7.1.

1.2 This Agreement may be modified only by express and specific written agreement. In the event of a conflict between the provisions of any documents listed below, then the documents shall govern and take precedence in the following order:

- (a) this Agreement;
- (b) Schedule B – Quotation Extracts;
- (c) Schedule B-1 – Material Order List;
- (d) Schedule A – Specifications of Goods and Scope of Services;
- (e) Schedule A-1 – Technical Specification Pre-Insulated Underground Distribution Piping System; and
- (f) other terms, if any, that are agreed to by the parties in writing.

1.3 The following attached Schedules are a part of this Agreement:

Schedule A – Specifications of Goods and Scope of Services;

Schedule A-1 – Technical Specification Pre-Insulated Underground Distribution Piping System;

Schedule B – Quotation Extracts; and

Schedule B-1 – Material Order List.

2. GOODS AND SERVICES

2.1 The Supplier covenants and agrees with the City to provide the Goods and Services in accordance with this Agreement. The Goods and Services provided will meet the specifications and scope set out in Schedule A – Specifications of Goods and Scope of Services of this Agreement, and as described in Schedule B – Quotation Extracts of this Agreement.

2.2 The City may from time to time, by written notice to the Supplier, make changes in the specifications of Goods and scope of Services. The Fees will be increased or decreased by written agreement of the City and the Supplier according to the rates set out in Schedule B – Quotation Extracts of this Agreement.

2.3 The Supplier will, if requested in writing by the City, provide additional goods or services. The terms of this Agreement will apply to any additional goods or services, and the fees for additional goods or services will generally correspond to the fees as described in Schedule B – Quotation Extracts of this Agreement. The Supplier will not provide any additional goods or services in excess of the specification of Goods and scope of Services requested in writing by the City.

2.4 The Supplier will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the City is relying on the Supplier's experience and expertise. The Supplier represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

- 2.5 The Supplier will deliver the Goods free and clear of all liens and encumbrances in the manner and to the destination stipulated. In the event of the Supplier's failure to meet this condition, the Supplier will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Supplier will be liable for any and all expenses or losses incurred by the City resulting from such failure.
- 2.6 The Supplier covenants and agrees to ship the Goods within 8-12 weeks or earlier after the Supplier receives the order. A penalty for late deliveries will be imposed for delivery delays. The penalty will be \$ 5,000.00 Canadian Dollars for each week of delay in delivery beyond the maximum 12 weeks from placing the Order. This penalty will be deducted from the supplier's balance payment.
- 2.7 The Supplier covenants and agrees to provide emergency services, as specified by the City, within three (3) calendar days of receipt of request from the City, its agent or Supplier.

2.8 Pandemic Restrictions

The parties acknowledge that this Agreement has been entered into during the on-going COVID-19 pandemic (the "Pandemic"). The Supplier advises that it is able to proceed with the Work under the Pandemic conditions and restrictions (collectively the "Pandemic Restrictions") as they exist as of the date of this Agreement. The parties acknowledge that Pandemic Conditions may change so as to cause unavoidable interruptions or interference to the Supplier's performance of the Work. The parties confirm:

- (a) notwithstanding the known existence of the Pandemic, Section 2.8 will apply to new Pandemic Restrictions, which arise after the date of this Agreement, whether anticipated or not, which reasonably interfere with the Supplier's performance of the Work, such that upon the Supplier giving required notice shall be entitled to an extension of the time to perform the Work, but shall not be entitled to reimbursement of any costs;
- (b) notwithstanding any such new Pandemic Restrictions, the Agreement will remain valid and in force, subject to the terms of the Agreement; and
- (c) if new Pandemic Restrictions occur that cause or threaten interruption of the Work the Supplier will give the City immediate notice, and a written plan of the interim steps the Supplier will take, if any, during the interruption of the Services, and when Pandemic Restrictions permit, provide the City with a written plan for the resumption of the Work.

3. DELIVERY LOCATION

- 3.1 The Supplier will take steps as required so that all the Goods are properly prepared for delivery and unloaded and the Goods shall be delivered directly to the job site(s), F.O.B. Destination prepaid, within the boundaries of Surrey, British Columbia, Canada between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday (the "Delivery Location"), as instructed by the City, an agent or Contractor. The Supplier shall ensure the integrity of the Goods during transportation, handling, and temporary storage. Due regard shall be given

by the Supplier to protection from loss and pilferage, physical damage, and the effect of the elements and environmental conditions. Any loss, damage, or repair cost resulting from delivery to the Deliver Location will be the Supplier's sole responsibility.

Forty-eight (48) hours advance notice of delivery is required.

4. MARKETABLE TITLE

- 4.1 The Supplier warrants that it has or will at the time of transfer of title described in Section 5 have good and marketable title to the Goods, free and clear of all liens restriction, reservations, encumbrances or claims of any kind and that it will defend the City's title to the Goods. In the event of the Supplier's failure to meet this condition, the Supplier will, on written notice from the City, forthwith return all monies paid by the City on account of the Goods and in addition the City may by written notice terminate this Agreement without liability, and in such event, in addition to the above, the Supplier will be liable for any and all expenses or losses incurred by the City resulting from such failure.

5. TRANSFER OF TITLE

- 5.1 Title and all other property rights in and to all tangible personal property, and in and to all parts of tangible personal property that are or are intended to be part of the Goods or are otherwise provided to the Delivery Location by or on behalf of the Supplier under this Agreement, including consumables, products, materials, equipment, tools, supplies and other items, but not the risk of loss with respect to such tangible personal property, the risk of which will remain with the Supplier until such time as specified in Section 3, will pass to the City free and clear of all encumbrances at the time the Goods are delivered to the Delivery Location.

6. RISK OF LOSS

- 6.1 Risk of loss with respect to the Goods will remain with the Supplier and will not transfer to the City unless and until the City, or an agent or Contractor accepts and takes possession and control of the Goods. No loss, injury or destruction of the Goods shall release the Supplier from any obligations under this Agreement.

7. TERM

- 7.1 The Supplier will provide the Goods and Services for the period commencing on **December 1, 2021** and terminating on **June 30, 2022** (the "**Term**").
- 7.2 The parties may extend the Term by mutual agreement. If the Term is extended, the provisions of this Agreement will remain in force except where amended in writing by the parties.

8. TIME

- 8.1 Time is of the essence.

9. FEES

- 9.1 The City intends that the City, an agent, or Contractor will order the Goods and Services and specify the location the Goods are to be delivered to. The Supplier covenants and agrees to supply the Goods and Services ordered by the City, an agent or Contractor at the prices and all other terms and conditions of the Agreement.
- 9.2 The City will pay the Fees to the Supplier in accordance with this Agreement. Payment by the City of the Fees will be full payment for the Goods and Services and the Supplier will not be entitled to receive any additional payment from the City.
- 9.3 For greater certainty, costs of general management, non-technical supporting services and general overhead are deemed to be covered by the Fees and not be subject to additional payment by the City. The Fees shall also include without limitation all costs of boxing, packing, crating, and loading and unloading the Goods at the prescribed destination.
- 9.4 Duty, royalties, berthage, wharfage, harbour dues, assessments, taxes, and all other charges shall be paid by the Supplier.
- 9.5 Notwithstanding any other provision hereof, if the Supplier is, at any time during the Term of this Agreement, party to a contract with another customer pursuant to which the Supplier charges effective prices lower than the prices charged to the City for reasonably comparable Goods and Services, the above listed prices shall be adjusted, retroactively to the date of effectiveness of such other contract, so that the prices charged hereunder are at least as low as the effective prices charged pursuant to such other contract.
- 9.6 Estimates

Where an estimate of the cost of providing the Goods is required, the City, an agent or Contractor will provide the Supplier with a statement of the requirements and the Supplier must provide the City, an agent or Contractor with an estimate of the cost of providing the specified Goods in accordance with the pricing provision of the Standing Offer. The Supplier must not undertake any of the specified Goods unless and until an Order is issued by the City, an agent or Contractor. The estimated cost stated in the Order must not be exceeded without the specific written authorization of the City, an agent or Contractor.

10. PAYMENT

- 10.1 Advance Payment Prohibited. No advance payment shall be made for the Goods and Services furnished by the Supplier pursuant to this Agreement
- 10.2 Subject to any contrary provisions set out in Schedule B – Quotation Extracts of the Agreement, the Supplier will submit an invoice to the City requesting payment of the portion of the Fees relating to the Goods and Services provided. Invoices should include the Supplier's name, address and telephone number, the City's purchase order number <<☞ insert purchase order or contract reference number>, the Supplier's invoice number and grand total of the invoice.
- 10.3 If the City reasonably determines that any portion of an invoice is not payable, then the City will so advise the Supplier.

- 10.4 The City will pay the invoice, in the amount as the Contractor or the City determines is correct within 30 days of the receipt of the invoice from the Supplier after the receipt of the Goods and Services, unless the parties have agreed in writing to other payment terms. The payment by the City of any invoice will not bind the City with respect to any subsequent payment or final payment and will not mean that the City has accepted Goods and Services that are not in accordance with the requirements of this Agreement, or that Supplier is in any manner released from its obligation to comply with this Agreement.
- 10.5 If the Supplier offers the City a cash discount for early payment, then the City may, at the City's sole discretion, pay the portion of an Invoice which the City determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Supplier electronically to: surreyinvoices@surrey.ca

- 10.6 Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 10.7 If the Supplier is a non-resident of Canada and does not provide to the City a waiver of regulation letter, the City will withhold and remit to the appropriate governmental authority the greater of:
- (a) 15% of each payment due to the Supplier; or
 - (b) the amount required under applicable tax legislation.

11. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- 11.1 Except as provided for by law or otherwise by this Agreement, the Supplier will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Supplier as a result of the provision of the Goods or performance of the Services and this Agreement, and will not, without the prior express written consent of the City, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this Agreement, except as reasonably required to complete the Goods and Services.
- 11.2 The Supplier acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia and agrees to any disclosure of information by the City required by law.
- 11.3 The Supplier agrees to return to the City all of the City's property at the completion of this Agreement, including any and all copies or originals of reports provided by the City.

12. WARRANTIES

- 12.1 The Supplier warrants that the Goods shall be free from defects in design, materials, workmanship, and title, shall conform in all respects to the terms of this Agreement, shall be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to the Supplier by the City or which were reasonably inferable. The Goods shall be at least equal to the higher of national standards or codes (such as, EN 253 Pre-insulated Bonded Pipe for Hot Water District Heating, EN 448 Pre-insulated Fittings, EN 488 Pre-insulated Valves, EN 489 Joint Kits, EN 14419 Surveillance System (leak detection) and EN 13941 Design and Installation), or standards and codes customarily applicable at the place where the City will use the Goods. The Goods shall be of the best

quality if no quality is specified. This general warranty is independent of and without prejudice to any specific warranty or service guarantee offered by the Supplier or third-party manufacturer or supplier of the Goods in connection with the purpose for which the Goods were purchased. The Supplier shall assign to the City any warranty or service guarantee offered by a third-party manufacturer or supplier of the Goods. Notwithstanding this assignment, if at any time up to five years from the date of delivery or installation (if applicable) the City determines the Goods or any part do not conform to these warranties, the City shall notify the Supplier within a reasonable time after such discovery, and the Supplier shall then promptly correct such nonconformity at Supplier's expense. Goods used to correct a nonconformity shall be similarly warranted for five years from the date of installation. Supplier's liability shall extend to all liabilities, losses, damages, claims and expenses incurred by the City caused by any breach of any of the above warranties.

- 12.2 The Supplier warrants and guarantees that Goods and Services delivered under this Agreement do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless the City and all of its elected and appointed officials, officers, employees, servants, representatives and agents (collectively the "Indemnitees"), from and against any and all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) by reason of any claim, action or litigation arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, relating to the Goods and Services supplied under this Agreement.

13. CANCELLATION

- 13.1 In the event the Supplier receives a request from the City for cancellation of an Order or a portion thereof the Supplier will be compensated for the Goods and Services completed at the date of notification. The request for cancellation from the City shall be made in writing.
- 13.2 If Goods are cancelled prior to production, there is no penalty. The City is responsible for return freight.

14. SUBCONTRACTORS

- 14.1 The City reserves the right to approve all subcontractors of the Supplier at any time.

15. LIABILITY FOR DEFICIENCIES

- 15.1 The City, its agent or Contractor, shall have a reasonable time to inspect and to accept the Goods and Services. The City, its agent or Contractor, may reject any Goods or Services not in accordance with this Agreement, whether due to damage resulting from improper packing, loading, unloading or otherwise. The City, its agent or Contractor shall notify the Supplier of rejection of the Goods whereupon the Goods will be held subject to the disposition by the Supplier. Any costs or expenses incurred by the City as a result of the rejection of the Goods or Services are, immediately upon written demand by the City, payable by the Supplier, and may be set off against any payments owing by the City to the Supplier.

- 15.2 The City may hold back from payments otherwise due to the Supplier up to 150% of a reasonable estimate, as determined by the City, on account of deficient or defective Goods or Services. This holdback may be held, without interest, until replacement Goods are received or such deficiency or defect is remedied.
- 15.3 Supplier's liability for deficiencies shall be valid for five (5) years from the time of delivery of the Goods. Within that period, the Supplier shall be obliged and entitled to remedy deficiencies found in the Goods in the form of repair or the delivery of new products, as the Supplier may see fit. Supplier shall not reimburse the cost of excavation, dismantling, transport, installation, and reestablishment.
- 15.4 If Supplier shall be liable for deficiencies, the City must show to the best of its ability that the Goods have deficiencies, which are attributable to Supplier and the City must further show that it is likely that the Goods have been stored, installed, used and maintained correctly and in accordance with the prescriptions laid down by the Supplier, taking the soil conditions into account and ensuring that there are no leaks because of internal corrosion in the media pipe. Moreover, the Supplier's responsibility is conditional upon the City, on its own initiative, arranging for immediate access for Supplier to the deficient elements with a view to remedial action.
- 15.5 Supplier's responsibility shall lapse if the City uses components in connection with the Goods, which are not manufactured or approved by Supplier, unless the City is able to prove that such use has not caused the deficiency.
- 15.6 In case of serious default, the City shall be entitled to cancel its purchase and demand a pro-rata reduction or compensation within the limitations described in Section 16.1.

16. LIMITATIONS OF LIABILITY

- 16.1 Supplier shall under no circumstances be liable for the City's indirect damage or loss of any kind, including damages, any daily penalties or contract penalties which the City may have to pay to a third party, nor for the City's operating loss, time loss, lost supplies or similar losses. Even if, in individual cases, Supplier may waive a claim or right vis-à-vis the City, this shall not mean that Supplier has waived all such claims or rights in other cases than the one where a specific agreement to this effect has been made.

17. DEFAULT AND TERMINATION

- 17.1 In the event the Supplier does not deliver the Goods or perform the Services by the date specified in this Agreement, then:
- (a) the City reserves the right to terminate this Agreement, in whole or in part, and in the event of such termination no payment will be owing by the City on account of this Agreement and the Supplier will be liable for any and all expenses or loss resulting from such failure or delay and will return all monies paid by the City; or
 - (b) if the City does not terminate this Agreement for late delivery or performance, the City may deduct and setoff from any payments owing to the Supplier all additional costs the City reasonably incurs on account of the late delivery or performance.
- 17.2 The City may by written notice at any time cancel this Agreement with respect to Goods which, as of the date of cancellation, have not been shipped.

- 17.3 The City may at any time and for any reason by written notice to the Supplier terminate this Agreement before the completion of all the Goods and Services, such notice to be determined by the City at its sole discretion. Upon receipt of such notice, the Supplier will perform no further Goods and Services other than the work which is reasonably required to complete the Goods and Services. Despite any other provision of this Agreement, if the City terminates this Agreement before the completion of all the Goods and Services, the City will pay to the Supplier all amounts owing under this Agreement for Goods and Services provided by the Supplier up to and including the date of termination, plus reasonable termination costs in the amount as determined by the City in its sole discretion. Upon payment of such amounts no other or additional payment will be owed by the City to the Supplier, and, for certainty, no amount will be owing on account of lost profits relating to the portion of the Goods and Services not performed or other profit opportunities.
- 17.4 The City may terminate this Agreement for cause as follows:
- (a) If the Supplier is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Supplier or receiver or trustee in bankruptcy written notice; or
 - (b) If the Supplier is in breach of any term or condition of this Agreement, and such breach is not remedied to the reasonable satisfaction of the City within 5 days after delivery of written notice from the City to the Supplier, then the City may, without prejudice to any other right or remedy the City may have, terminate this Agreement by giving the Supplier further written notice.
- 17.5 If the City terminates this Agreement as provided by Section 17.4 then the City may:
- (a) enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Goods and Services;
 - (b) withhold payment of any amount owing to the Supplier under this Agreement for the performance of the Goods and Services;
 - (c) set-off the total cost of completing the Goods and Services incurred by the City against any amounts owing to the Supplier under this Agreement, and at the completion of the Goods and Services pay to the Supplier any balance remaining; and
 - (d) if the total cost to complete the Goods and Services exceeds the amount owing to the Supplier, charge the Supplier the balance, which amount the Supplier will forthwith pay.

18. CURING DEFAULTS

- 18.1 If the Supplier is in default of any of its obligations under this Agreement, then the City may without terminating this Agreement, upon 5 days written notice to the Supplier, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Supplier. Nothing in this Agreement will be interpreted or construed to mean that the City has any duty or obligation to remedy any default of the Supplier.

19. DISPUTE RESOLUTION

- 19.1 The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement (“Dispute”) using the dispute resolution procedures set out in this Section.

- 19.2 Negotiation: The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.
- 19.3 Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either party may by notice to the other party refer the matter to mediation. Within 7 days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.
- 19.4 Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

20. COMPLIANCE

- 20.1 The Supplier will provide the Services in full compliance with all applicable laws, building codes and regulations.
- 20.2 The Supplier will, as a qualified and experienced practitioner, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Supplier could not reasonably have verified or foreseen prior to entering into this Agreement, then the City will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

21. WAIVER

- 21.1 Any failure of the City at any time or from time to time to enforce or require the strict keeping or performance of any of the terms and conditions contained in this Agreement shall not constitute a waiver of the terms and conditions and shall not affect or impair the terms or conditions in any way or the City's right at any time to avail itself of any remedies as the City may have for any breach of the terms and conditions.

22. APPLICABLE LAW

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. The City and the Supplier accept the jurisdiction of the courts of British Columbia and agree that any action under this Agreement shall be brought in such courts.

23. NOTICES

- 23.1 Any notice, report or other document that either party may be required or may wish to give to the other should be in writing, unless otherwise expressly provided for, and will be deemed to be validly given to and received by the addressee:
- (a) by hand, on delivery;
 - (b) by facsimile, on transmission; or
 - (c) by mail, five calendar days after posting.
- 23.2 The addresses for delivery will be as shown in the Quotation. In addition, the City may give notice to the Supplier by email at the Supplier's email address as shown in the Quotation, which email will be deemed to be validly given and received by the Supplier on transmission. The Supplier may not give notice to the City by email.

24. ENTIRE AGREEMENT

- 24.1 This Agreement, including the Schedules and any other documents expressly included by reference in this Agreement, contains the entire agreement of the parties regarding the provision of the Goods and Services, and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement supersedes and cancels all previous agreements between the parties relating to the Goods and Services.
- 24.2 In the event that the Supplier issues an invoice, packing slip, sales receipt, or any like document to the City, the City accepts the document on the express condition that any terms and conditions in it which constitute terms and conditions which are in addition to or which establish conflicting terms and conditions to those set out in this Agreement are expressly rejected by the City.

25. SIGNATURE

- 25.1 This Agreement shall be signed by a person authorized to sign on behalf of the Supplier.
- 25.2 This Agreement may be executed in or one or more counterparts all of which when taken together will constitute one and the same Agreement, and one or more of the counterparts may be delivered by fax transmission or as a PDF file.

26. ENUREMENT

26.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the City and the Supplier.

This Agreement is executed by the City of Surrey this _____ day of _____, 2021.

CITY OF SURREY

by its authorized signatory(ies):

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

This Agreement is executed by the Supplier this _____ day of _____, 2021.

<<NAME OF SUPPLIER>>

I/We have the authority to bind the Supplier.

(Legal Name of Supplier)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE A

SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

1. SPECIFICATIONS OF GOODS AND SCOPE OF SERVICES

This Agreement covers the supply and delivery, F.O.B. destination, freight prepaid of:

PRE-INSULATED PIPE AND OTHER ANCILLARY PRODUCTS

The Specifications of Goods and Scope of Services consists of the supply and delivery of various sizes of pre-insulated pipe and other ancillary products. The Specifications of Goods and Scope of Services are detailed in Schedule A-1: Technical Specification Pre-Insulated Underground Distribution Piping System as prepared by Kerr Wood Leidal Associates Inc. (KWL).

-End of Page-

SCHEDULE A-1

**TECHNICAL SPECIFICATION PRE-INSULATED UNDERGROUND DISTRIBUTION PIPING
SYSTEM SPECIFICATION**

CITY OF SURREY DISTRICT ENERGY EXPANSION

LIST OF SPECIFICATIONS

DIVISION 15 MECHANICAL

Section 15000	SUMMARY OF WORK
Section 15001	SUBMITTALS
Section 15099	PIPE SPECIFICATION SHEETS

Prepared by Kerr Wood Leidal Associates Ltd.

This document is the property of Kerr Wood Leidal Associates Ltd., and the information herein is not to be used or copied, except for the specific project it was issued, without the written authorization of Kerr Wood Leidal Associates

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1. PART 1 –GENERAL

1.1 Definitions

- .1 Owner: “Owner” of the Project is City of Surrey (the City); contact information: Newton Conti at 604.591.4381 or newton.conti@surrey.ca.
- .2 Project: “Project” is District Energy Pipe Supply for the City of Surrey distribution piping system expansion project.
- .3 Engineer: “Engineer” means the Engineer of the Owner and any person duly authorized to act on his behalf; the Engineer is Kerr Wood Leidal (KWL); contact information: Mohammed Sheha at 604-293-3254 or msheha@kwl.ca.
- .4 Consultant: Within these specifications the word “Consultant” is synonymous with the word “Engineer”.
- .5 Vendor or Supplier: “Vendor” or “Supplier” means the person, or persons, or a company whose quotation has been accepted by the Owner in the form of an authorized Purchase Order.
- .6 Purchase Order: “Purchase Order” means the authorized Purchase Order, issued by the Owner, accepting the Vendor’s quotation.
- .7 Work: “Work” means all labour, equipment, materials, and incidentals performed by the Supplier for completion of the distribution piping supply.
- .8 Owner Representative or Contract Administrator: “Owner Representative” or “Contract Administrator” refers to the Owner, or any person duly authorized to act on behalf of the Owner.
- .9 Contract P01: “P01” is the contract number for the scope of work described in this specification and drawing package, for the District Energy Pipe Supply.

1.2 Background

- 1.2.1 The City of Surrey is in the process of expanding its district energy system within the City of Surrey to provide heating services to new customers being connected to the system. The City is seeking Quotations for material supply an upcoming project planned for installation in 2022. The scope of work generally includes the supply of new pre-insulated piping, accessories, and leak detection system for the distribution piping expansion of the existing system. The City is seeking Quotations for the supply of the distribution piping system for this specific project only
- 1.2.2 This document outlines the technical requirements for the supply and delivery of the pre-insulated piping for the above-mentioned project.
- 1.2.3 The material will be installed by the City's installation Contractor in accordance with the following:
 1. The regulations of the Province of British Columbia.
 2. The Consultant’s specifications for the Work.

1.3 Supplier’s Responsibilities

- 1.3.1 The Supplier will be responsible for supplying all elements and accessories listed under Schedule B-1 in accordance with the specifications. The exact quantities of components will be determined after the contract has been awarded. The Supplier will be required to complete a quantity take off based on final design drawings to verify quantities prior to finalizing order.

- 1.3.2 Supply any additional ancillary components required for the installation that may not be specifically included in Schedule B-1 but may be required for the installation.
- 1.3.3 The work of this Contract consists of the supply of underground piping materials, in concert with the installation contractor.
- 1.3.4 The Supplier is responsible for the following under this contract:
 - a. Obtaining and paying for all design registrations pertaining to the equipment, licenses, and fees required from the regulatory authorities having jurisdiction, including Technical Safety BC.
 - b. Shipping costs.
 - c. Insurance for shipment of material.
 - d. Coordinating delivery of material supplied under this contract.
 - e. Ensuring equipment conforms to the project specifications.
 - f. Submission of shop drawings (drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided to illustrate details of the equipment).
 - g. Quality control and quality assurance activities as per the standard specifications.
 - h. Supply of Operation and Maintenance Manuals.
- 1.3.5 Support the owner and engineer by providing technical assistance during installation of the pre-insulated piping system by the installation contractor.
- 1.3.6 Provide unit prices for all items identified in Schedule B-1 – Material Order List of this document. LOGSTOR component numbers and names identified are for reference purposes only, the Supplier should provide their own component numbers equivalent to the LOGSTOR component numbers in their Quotation.
- 1.3.7 Shipping costs as identified in Schedule B-1.
- 1.3.8 Supplier site visits as identified in Schedule B-1.
- 1.3.9 Provide details of the Supplier's support services, including but not limited to:
 - a. Name and contact information for a North American or Canadian representative;
 - b. Availability and response time for support in emergencies and general inquiries during design and construction; and
 - c. Training program and details of what is involved.
- 1.3.10 Provide training for the installation contractor installing the pipe.
- 1.3.11 Five (5) year warranty on installed material.

1.4 Design Parameters

- 1.4.1 Primary Piping Operating Temperature: 95 °C
- 1.4.2 Primary Piping Design Temperature Rating: 120 °C
- 1.4.3 Primary Piping Design Pressure: 1,600 kPa (232 psi).
- 1.4.4 Maximum Ambient Temperature: 40 °C (104 F).
- 1.4.5 Seismic Zone: as per the BC Building Code.

1.5 Submittals

- 1.5.1 The required submittals are detailed in Section 01330. The Supplier is required to submit a compliance statement along with the form of tender.

1.6 Local Jurisdiction

1.6.1 The following bodies have jurisdiction over this project:

1. Technical Safety BC (TSBC)
2. Greater Vancouver Regional District (GVRD)
3. BC Building Code
4. BC Plumbing Code
5. City of Surrey
6. WorkSafeBC
7. CSA Canadian Electrical Code
8. Ministry of Transportation and Infrastructure

1.7 System Function

1.7.1 The supply of the prefabricated district heating piping will be by the Supplier. Generally, the Agreement will include the following:

- a. Supply of the pipe and peripherals as per Schedule B-1 Material Order List.
- b. Advice and pricing for other components or equipment deemed necessary for the proper installation or function of the product supplied by the Supplier.
- c. Applicable Mill Test Certificates shall accompany all deliveries, as well as being submitted to the Consultant, with English translation provided where possible. All pipes, valves and fittings shall be registered with Technical Safety BC (TSBC) and have applicable CRN (Canadian Registration Number) numbers for the design conditions noted under Section 1.4.
- d. Technical support.
- e. Supply of Workplace Hazardous Materials Information System (WHMIS) data sheets for all system components.

1.8 Alarm Wires/Leak Detection System

1.8.1 The district heating pipe will be monitored by an alarm wire circuit to protect against leaks by a documented, proven technique.

1.8.2 The Supplier shall supply the leak detection system including alarm and monitoring equipment.

1.8.3 The Supplier shall supply information and guidelines for the installation and operation of the leak detection system including alarm and monitoring equipment.

1.9 Expansion Movements

1.9.1 In places where there are large movements such as at bends and branches, absorbed by providing extra expansion foam pad layers between outer casing and trench wall.

1.9.2 The Supplier shall provide the foam pads.

1.10 Valve Operation

1.10.1 For the operation of valves in dimensions smaller than diameter 219 mm, the Supplier shall deliver standard T-keys.

1.10.2 For the operation of valves in dimensions of diameter 219 mm or larger the Supplier shall deliver a complete planetary gear arrangement.

1.10.3 In all cases the Supplier shall provide advice and direction for the safe and proper handling of valves supplied.

1.11 Quality Assurance

1.11.1 Suppliers are responsible for planning and developing a quality assurance program in accordance with CSA Z299.3 or equivalent. This program will be implemented to prevent and promptly detect and rectify non-conformance.

1.11.2 A copy of the CSA Z299.3 certification or equivalent should be included with the commercial Quotation.

1.12 Mill Test Certificates and CRN Numbers

1.12.1 All applicable Mill Test Reports/Certificates (MTR documents) shall accompany all deliveries of materials.

1.12.2 All MTRs are to be provided with a clear English translation where applicable.

1.12.3 All piping, valves and fittings shall have applicable CRN numbers for the Province of British Columbia.

1.13 Operation & Maintenance Manuals

1.13.1 The Supplier shall supply four (4) copies of manuals. Manuals shall include a complete system manual, including all Suppliers documentation. The O&M manuals are to include illustrated parts lists complete with catalogue numbers, copy of factory test / commissioning reports, and recommended maintenance instructions and schedules.

1.14 Warranty

1.14.1 The guarantee shall be for sixty (60) months commencing on the date of the acceptance of the start-up by the City. Start-up is defined as the following items being completed: The hot water system is circulating, and the leak detection system has been tested satisfactorily and is ready for commissioning.

1.14.2 The Supplier will repair, replace, or re-adjust any defective products during the warranty period, without interruption to normal operation. If interruption to operation is unavoidable, the Supplier will be allowed to perform the Work after normal working hours.

1.14.3 The terms of guarantee shall become part of the offer.

1.15 Defective Products and Work

1.15.1 Products and Work found defective, or not in accordance with the specifications, will be rejected for incorporation into the Work.

1.15.2 The Supplier shall remove rejected products and Work from the premises immediately. The Supplier shall replace rejected material and Work with new and satisfactory materials with no delay to the Work.

1.16 Maintenance

1.16.1 Supplier shall provide maintenance procedures.

1.17 Training

1.17.1 The Supplier shall provide contact information for the training.

1.18 Instruction on Site

- 1.18.1 The Supplier shall place the necessary technical advice at the City's disposal in connection with the installation of the system.
- 1.18.2 The Supplier shall be available for advice and instruction.
- 1.18.3 The Supplier shall provide a daily, fully inclusive, cost for site visits.

1.19 Planning Assistance

- 1.19.1 The Supplier shall make technical advice and assistance available to the City during the detailed design and installation phase.

1.20 Discrepancies and Omissions

- 1.20.1 If a bidder is in doubt as to the meaning of the specifications or Tender documents, or finds omissions or discrepancies therein, they shall submit a request for interpretation or correction thereof to the Owner.

1.21 Examination of Documents

- 1.21.1 Suppliers are responsible for examining the Request for Quotations and informing themselves as to existing conditions and limitations. Quotations must cover the execution of the whole of the Work described in the documents.

1.22 Addenda

- 1.22.1 Addenda or corrections issued during the bid period shall become part of the Bid Documents.

1.23 Variations

- 1.23.1 Subject to the requirements given herein, the bidder may submit for consideration, alternative specifications for the Work. These shall be listed accordingly in the Bid Form. The acceptability of proposed variations/exceptions will be in the sole judgement of the Owner.

2. PART 2 – SCHEDULE

- 2.1 All products / materials included in this scope shall be delivered as per the work Schedule as stated in the Front-End.
- 2.2 Supplier shall submit shop drawings for all Supplier supplied materials for review and approval within 10 business days of award.
- 2.3 Refer to the General Conditions regarding delays.

3. PART 3 – REFERENCES

- 3.1 The supplier is required to submit a minimum of three reference installations of their proposed piping system. Attached reference submissions must include the following:
 - Project name.
 - Project location.
 - Project description including linear meters installed in reference project.
 - Number of years in service.
 - Contact information of owner or operator.
- 3.2 Preference will be given to local project references (within the province of British Columbia).

END OF SECTION

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1. PART 1 – GENERAL

1.1 Schedule

- 1.1.1 Refer also to Section 01110 Summary of Work – Schedule.
- 1.1.2 Within one (1) week of receipt of the notification of award from the City, the Supplier will confirm with the City, the following milestones:
 - i. The estimated date of departure of components from the Supplier;
 - ii. The estimated date of arrival on job site.
- 1.1.3 Within one (1) week of receipt of the notification of award from the City, the Supplier will provide electronic copies of the Supplier's pipe & pipe accessory specifications and drawings.
- 1.1.4 Prior to final arrival of components on job site, the Supplier will confirm with the City the expected date of arrival and pre-arrange a suitable time for on-site delivery.
- 1.1.5 Supplier in all cases shall allow reasonable time for offloading at the place of storage.

1.2 Shop Drawings, Samples and Product Data

- 1.2.1 All Shop Drawings and Samples are to be submitted to the Consultant and the Owner for review.
- 1.2.2 Unless specifically requested Samples need not be submitted to the Owner. Product data is not normally required to be submitted to the Owner. The exception to this is the Manufacturers Safety Data sheet (MSD) for all toxic or potentially toxic materials.

1.3 Inspection and Test Reports

- 1.3.1 Testing Reports shall be submitted to the Consultant.

1.4 Submittal Format

- 1.4.1 All submissions to the Consultant shall be electronic in pdf format.
- 1.4.2 Shop drawings should be numbered and clearly labeled.
- 1.4.3 All submittals must contain a compliance statement, which highlights any deviations from the specification. Where a product sheet is provided with multiple options, the selected option(s) must be clearly identified.
- 1.4.4 Shop drawings shall at least show methods of construction, principal dimensions, materials, material specifications, welded joints, coatings and finishes and total net assembled weight of each fabricated piece of work or each item of equipment. Provide complete electrical data where applicable. Provide drawings sealed by Professional Engineer where applicable.
- 1.4.5 Review of shop drawings will be to assess their compatibility with the general design concept only. This review will not relieve the Supplier of his responsibility for accuracy of the detail dimensions, general fit-up of parts to be assembled, adequacy of connection details, errors or defects contained in the details. Such review shall not relieve the Supplier of his responsibility for errors or omissions in the shop drawings or of his responsibility for meeting all requirements of the Contract Documents.
- 1.4.6 If requested by the Contract Administrator, prints of corrected shop drawings shall be resubmitted in the same manner as above.
- 1.4.7 Any manufacturing completed prior to the reviewed shop drawings being returned will be at the Supplier's risk.
- 1.4.8 Additional requirements may be noted in specific sections of these specifications.

1.5 Equal and Alternate Equipment

- 1.5.1 Equipment other than that specified, of equal quality, will be allowed. Acceptable equipment shall be reviewed and approved by the Engineer five working days prior to the closing of tenders, if submitted ten working days prior to the closing of tenders for review.
- 1.5.2 Should the Supplier propose to substitute equipment having different dimensions or requiring connections or piping layout at variance with the drawing, it shall be the Supplier's responsibility to submit a detailed drawing showing how proposed substitute equipment is to be installed and connected in the available space. Any proposed variations from contract specifications shall be specifically indicated.
- 1.5.3 Where two or more items of equipment or materials of similar design are to be installed, they shall be the products of one manufacturer.
- 1.5.4 Equipment, other than that specified, which has been approved by the Engineer as "equal" five days prior to the closing of tenders may be substituted at the Supplier's discretion provided aforementioned conditions are met.
- 1.5.5 Equipment, other than that specified, which may be approved by the Engineer as an "alternate" following the closing of tenders, may be substituted by the Supplier at the discretion of the Engineer provided suitable adjustment of contract price is negotiated.
- 1.5.6 Equipment, other than that specified, which has been installed but not approved by the Engineer, may be rejected. In this case the equipment shall be removed, and approved equipment installed, at the Supplier's expense.
- 1.5.7 The Supplier shall be responsible for all expenses incurred in the work of other trades made necessary because of substitution.

1.6 Tender Submittals

- 1.6.1 Provide submittals for the equipment listed in Table 1.6.1.
- 1.6.2 Include a complete list of loose shipped items and field installation requirements for all relevant items.
- 1.6.3 The Supplier's Quotation will contain a commercial Quotation, and any necessary exceptions or clarifications section.
- 1.6.4 The commercial Quotation should contain the following:
 - i. Schedule of Prices as attached in Schedule B-1;
 - ii. Material Canadian Registration Numbers (CRN) for all fittings, valves, and valve arrangements;
 - iii. Delivery Schedule;
 - iv. Equipment Warranties;
 - v. Canadian or North American representative information;
 - vi. List of relevant projects in North America;
 - vii. Suppliers Exceptions to City's Terms and Conditions; and
 - viii. Quality Assurance certification to CSA Z299.3 or equivalent.
 - ix. Applicable certificate to meet requirements of the various EN standards identified in this document.

1.6.5 Where equipment is not listed in the table, immediately notify the Consultant for addition of the equipment to the list. Provide submittals for the omitted equipment in accordance with the project specifications.

Table 1

General
Compliance Form
Schedule
Completed Pricing List
Quality Control Manual
List of Recommended Spare Parts
Warranty Information
Piping & Fittings
Sample Mill Certificate
Insulation & Jacketing (If Required)
Product Catalogue
Installation Manual
Design Guidelines/Manual
Material Traceability Sheets (Following Tender Award)

Type S03	Pre-Insulated Carbon Steel Process Piping
Service	Primary Hot Water (Underground)
Operating Pressure Rating	1,600 kPa (232 psi)
Temperature Rating	120 °C
Test Condition	1.5 times the Design Pressure for 120 minutes
Standard of Acceptance	Logstor® or approved equal
Standard of Compliance	EN 253 Pre-insulated bonded pipe for hot water district heating EN 448 Pre-insulated fittings EN 488 Pre-insulated valves EN 489 joint kits EN 14419 Surveillance system (leak detection) EN 13941 Design and Installation



SCHEDULE B - QUOTATION

RFQ Title: **District Energy Pipe Supply**

RFQ No: 1220-040-2021-085

SUPPLIER

Legal Name: _____

Contact Person and Title: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-Mail Address: _____

CITY OF SURREY

City Representative: Sunny Kaila, Manager, Procurement Services

E-mail for PDF Files: purchasing@surrey.ca

1. If this Quotation is accepted by the City, a contract will be created as described in:
 - (a) the Agreement;
 - (b) the RFQ; and
 - (c) other terms, if any, that are agreed to by the parties in writing.

2. Capitalized terms used and not defined in this Quotation will have the meanings given to them in the RFQ. Except as specifically modified by this Quotation, all terms, conditions, representations, warranties and covenants as set out in the RFQ will remain in full force and effect.

3. I/We have reviewed the RFQ Attachment No. 1 – Supply Agreement. If requested by the City, I/we would be prepared to enter into that Agreement, amended by the following departures (list, if any):

Section	Requested Departure(s)
_____	_____
_____	_____

Please State Reason for the Departure(s):

4. The City requires that the successful Supplier have the following in place **before providing the Goods and Services**:
- (a) Workers' Compensation Board coverage in good standing and further, if an "Owner Operator" is involved, personal operator protection (P.O.P.) will be provided,
Workers' Compensation Registration Number _____;
 - (b) Prime Contractor qualified coordinator is Name: _____
and Contact Number: _____;
 - (c) Insurance coverage for the amounts required in the proposed Agreement as a minimum, naming the City as additional insured and generally in compliance with the City's sample insurance certificate form available on the City's Website [Standard Certificate of Insurance](#);
 - (d) City of Surrey or Intermunicipal Business License: Number _____;
 - (e) If the Supplier's Goods and Services are subject to GST, the Supplier's GST Number is _____; and
 - (f) If the Supplier is a company, the company name indicated above is registered with the Registrar of Companies in the Province of British Columbia, Canada, Incorporation Number _____.

As of the date of this Quotation, we advise that we have the ability to meet all of the above requirements **except as follows** (list, if any):

Requested Departure(s):

Please State Reason for the Departure(s):

5. The Supplier acknowledges that the departures it has requested in Sections 3 and 4 of this Quotation will not form part of the Agreement unless and until the City agrees to them in writing by initialing or otherwise specifically consenting in writing to be bound by any of them.

Changes and Additions to Specifications:

6. In addition to the warranties provided in the Agreement, this Quotation includes the following warranties:

7. I/We have reviewed the RFQ Attachment 1, Schedule A – Specifications of Goods and Scope of Services. If requested by the City, I/we would be prepared to meet those requirements, amended by the following departures and additions (list, if any):

Requested Departure(s)

Please State Reason for the Departure(s):

Schedule of Prices & Project Material List

8. The unit prices and the lump sum prices (if any) in the Schedule of Prices and Project Material List shall cover the Supplier's obligations under this Agreement and shall include all materials, equipment, labour, supervision and services, duty, royalties, berthage, wharfage, harbour dues, insurance, taxes excepting the Goods and Services Tax and Provincial Sales Tax; assessments, overheads, profits, all work necessary for, or reasonably incidental to the supply and delivery of the Goods.

Supplier offers to supply to the City of Surrey the Goods and Services for the prices plus applicable taxes as stated in Schedule B-1 – Material Order List.

The Provincial Sales Tax and the Goods and Services Tax shall be extra to the Unit Prices. All prices quoted are to be exclusive of GST and PST, but inclusive of all other costs. Prices must be quoted in Canadian currency. Prices should be firm during the full Term of the Agreement.

Payment will be made on the basis of the unit price submitted and the actual quantities of Goods supplied.

F.O.B. Destination, Freight Prepaid.

Ship Via: _____

Payment Terms:

A cash discount of ___% will be allowed if invoices are paid within ___ days, or the ___ day of the month following, or net 30 days, on a best effort basis.

Alternatives and Equivalents and Additional Goods and Services

9. Are there goods or services with deviations, or alternative or additional goods or services suggested by Supplier? If yes, list them and their price(s), and describe them below.

Item No.	Description	Unit Price Per Metre

10. Describe the alternative goods. Attach reference documents if necessary. Use separate sheet(s) if applicable.

Experience, Reputation and Resources:

11. Supplier's relevant experience and qualifications in delivering Goods similar to those required by the Agreement (use the spaces provided and/or attach additional pages, if necessary):

12. Supplier should describe the level of research and development investment you make in your products.

13. Suppliers should identify and provide the background and experience of all key personnel proposed to provide the Goods and Services (use the spaces provided and/or attach additional pages, if necessary):

Key Personnel

Name: _____
Experience: _____
Dates: _____
Project Name: _____
Responsibility: _____

14. Suppliers should provide information on their relevant references (name and telephone number). The City's preference is to have a minimum of three references. Previous clients of Supplier may be contacted at the City's discretion (use the spaces provided and/or attach additional pages, if necessary):

Project Name: _____
Project Location: _____
Project description including linear meters installed in reference project: _____
Number of years in service: _____
Contact information of owner or operator: _____

Project Name: _____
Project Location: _____
Project description including linear meters installed in reference project: _____
Number of years in service: _____
Contact information of owner or operator: _____

Project Name: _____
Project Location: _____
Project description including linear meters installed in reference project: _____
Number of years in service: _____
Contact information of owner or operator: _____

15. Suppliers are responsible for planning and developing a quality assurance program in accordance with CSA Z299.3 or equivalent. This program will be implemented to prevent and promptly detect and rectify non-conformance. A copy of the CSA Z299.3 certification or equivalent should be included with the commercial Quotation (use the spaces provided and/or attach additional pages, if necessary):

16. I/We the undersigned duly authorized representatives of the Supplier, having received and carefully reviewed the RFQ and the Agreement, submit this Quotation in response to the RFQ.

This Quotation is offered by the Supplier this _____ day of _____, 2021.

SUPPLIER

I/We have the authority to bind the Supplier.

(Legal Name of Supplier)

(Signature of Authorized Signatory)

(Signature of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

(Print Name and Position of Authorized Signatory)

SCHEDULE B-1 – MATERIAL ORDER LIST

LOGSTOR COMPONENT NUMBER	Steel Nominal Size (mm nom.)	Logstor Catalog Size Reference	Description	E-16808 (Townline)	E-18108 (Legion)	CoS Inventory Contingency	Total Required	Unit Price	Extended Cost
1517			Terminal Box 1517	1			1		
X1L		N/A	Red Detect X1L		1		1		
2000	150	168/250	Pipe (12m lengths)	69		7	76		
2000	100	114/200	Pipe (12m lengths)	3		1	4		
2005	150	168/250	Factory Curved Pipe - 20 Deg.		2		2		
3600	150x100	168/250x114/200	90 deg. Parallel-tee	2			2		
4200	100	114/200	Ball Valve	2			2		
4200	150	168/250	Ball Valve	4			4		
4200	150	168/250	Ball Valve (Extended Stem: 1,350mm Centre to Top of Nut)		2		2		
4200	150	168/250	Ball Valve (Extended Stem: 1,500mm Centre to Top of Nut)		2		2		
4240	150	168/250	Isolation with 2 service valves (V-V-V) - Extended Stem: 750mm Centre to Nut)		2		2		
4270	50	60/140	Vent	4		2	6		
5022	150	250	BX Joint	124		24	148		
5022	100	200	BX Joint	18		12	30		
5027	300	450	EWJoint			6	6		
5191	100x65	200x140	TX T-Joint (incl foam packs)	2		1	3		
5191	150x65	250x140	TX T-Joint (incl foam packs)	2		3	5		
5191	300x150	450x250	TX T Joint (incl foam packs) - FOR HOT TAPPING	2		1	3		
5600	100	114/200	end cap	2			2		
5600	150	168/250	end cap		2		2		
5700	150	168/250	end fitting	2			2		
4280	150	168/250	Tonisco Hot-Tap Valve	2			2		
5800	100	200	seal ring	2			2		
2500-45	100	114/200	45 deg. Bend			4	4		
2500-90	100	114/200	90 deg. Bend	6			6		
2500-90	150	168/250	90 deg. Bend	28			28		
7150 0050 002 000	500 m/roll	500 m/roll	Warning tape	2			2		
8000 0000 002 044	100ea./bag	100ea./bag	Crimp Connectors	3			3		
9000 0000 024 000	ea.		Cable takeoff for end cap	1			1		
n/a			Mastic tape	1			1		
n/a	ea.		Canusa Wrap	1			1		
			Leak Detection Wire (25m rolls)	1			1		

LOGSTOR COMPONENT NUMBER	Steel Nominal Size (mm nom.)	Logstor Catalog Size Reference	Description	E-16808 (Townline)	E-18108 (Legion)	CoS Inventory Contingency	Total Required	Unit Price	Extended Cost
7000 2000 005 001			Foam pads	20	12	6	38		
			Adapter fitting for using portable gear box on 355/500 valves			1	1		
			SHIPPING						
			HOT TAPPING TOOL KIT	1			1		