

## **PROCUREMENT SERVICES**

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## **ADDENDUM #1**

**REQUEST FOR APPLICATIONS FOR** 

STANDING OFFER AGREEMENT No.: 1220-060-2025-003

TITLE: INDEPENDENT COMMISSIONING AUTHORITY

**SERVICES** 

ADDENDUM ISSUE DATE: MARCH 20, 2025

REVISED DATE: PREFER TO RECEIVE APPLICATIONS ON OR

**BEFORE APRIL 3, 2025** 

## INFORMATION FOR APPLICANTS

Applicants are advised that Addendum No. 1 to 1220-060-2025-003 is hereby issued by the City. This addendum shall form part of the contract documents and is to be read, interpreted and coordinated with all other parts. The following information is provided to answer questions raised by Applicants for the above-named project, to the extent referenced and shall become a part thereof. No consideration will be allowed for extras due to the Applicants not being familiar with this addendum.

## **QUESTIONS AND ANSWERS:**

Q.1 Term

Ref: Attachment 1 section Term" clause 12, and

Ref: RFA Schedule A "Scope of Service" 1.1

The above two clauses list different terms; 3 or up to 5 years. What is the term of the agreement to be?

A.1 Refer to Schedule A – Scope of Services.

In paragraph 1.1 delete the words "for the next 3-5 years".

Refer to Sections 12 and 13 of ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES.

Q.2 Integrated Systems Testing Coordinator

Ref: RFA Schedule A "Scope of Services" clause 2.2.C. It is indicated that the CxA "verifies that life safety systems, such as fire alarms and sprinklers, function properly". Would this include, on appropriate projects, that the CxA serve the role of the Integrated Systems Testing Coordinator per CAN/ULC-S1001 "Standard for Integrated Systems Testing of Fire Protection and Life Safety systems"?

- A.2 The Commissioning Authority (CxA) will be responsible for coordinating the Integrated Systems Testing (ITS) to meet the requirements of CAN/ULC-S1001:Integrated Systems Testing of Fire Protection and Life Safety Systems. The CxA will work with the IST consultant to provide an IST plan and will witness these tests conducted by the contractors and will document issues related to the systems that are under the commissioning scope.
- Q.3 Submittals

Ref: RFA Schedule A "Scope of Services" clause 3.2.C

It is indicated that the commissioning services will include the "review and approval of submittals". It is standard practice for a CxA to review and comment on submittals in parallel with the Engineer of Record for the discipline/system being commissioned. Our comments would be provided to the Engineer of Record to include in their review/approval. However asking the CxA to go beyond "commenting" into "approving" of these submittals could cause complications. Can this clause be re-worded to something like "the CxA is to review and provide comments to the on submittals that are applicable to systems being commissioned, concurrent with the project's team reviews"?

- A.3 The Commissioning Authority (CxA) is expected to review the submittals that are applicable to systems being commissioned and provide comments as applicable, concurrent with the project's team reviews.
- Q.4 Seasonal Testing

Ref: RFA Schedule A "Scope of Services" clause 3.2.E

It is indicated that the commissioning services will "conduct seasonal testing". We feel that the contractor – with the appropriate sub-contractors - would execute the seasonal testing under the CxA's guidance and assistance. We note that we will make specification recommendations to ensure that this is defined. Can this clause be re-worded to something like "the CxA will facilitate and attend the contractor's seasonal testing and provide a summary report"?

- A.4 The Commissioning Authority (CxA) is expected to facilitate, witness and report seasonal testing conducted by the contractor.
- Q.5 Current project with the City of Surrey
  We are currently working with the City of Surrey. Does the City of Surrey view this as a conflict that should be listed in our submission?
- A.5 It is expected that the Commissioning Authority (CxA) will be assigned to projects as an independent third party. Conflict of interest will be assessed on project-by-project basis.
- Q.6 Insurance Policy

Ref: RFA Attachment 1 – draft Standing Offer Agreement – Insurance and Damages Section Clause 39. It is stated that "the Consultant will, on request from the City, provide certified copies of all of the Consultant's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. We do not provide the full insurance policy to external contacts. The client can be added to the insurance as an additionally insured party, and we can meet all other insurance-related aspects of the RFP but we cannot provide the detailed policy itself. Considering this, may we still propose?

- A.6 The Commissioning Authority (CxA) will provide its own insurance policy naming the City as additional insured for the amounts required and as acceptable to the City. The City does not require copies of insurance policies of sub-consultants.
- Q.7 Terms and Conditions

Ref: RFA 2.1 "Nature of Standing Offer Agreement"

The RFA indicates that Attachment 1 is a draft Standing Offer Agreement". Can we imply from this that should we be an acceptable applicant that the final Standing Offer Agreement will be subject to negotiations to achieve a fair agreement to both parties?

- A.7 Applicant should refer to Section 8 of Schedule B Application For A Standing Offer Agreement. Applicants can provide a list of statement of departures in their submission for City's review and consideration.
- Q.8 Extension to due date

We are currently performing an internal legal review on the draft Standing Offer Agreement. To accommodate our internal legal review, which will not be complete prior to the questions deadline, may we have an extension of one week to the questions due date and to the final application submission due date?

A.8 New closing date will be Thursday, April 3, 2025.