



PROCUREMENT SERVICES

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ADDENDUM #3

**REQUEST FOR APPLICATIONS FOR
STANDING OFFER AGREEMENT No.:**

1220-060-2025-003

TITLE:

**INDEPENDENT COMMISSIONING AUTHORITY
SERVICES**

ADDENDUM ISSUE DATE:

MARCH 28, 2025

REVISED DATE:

**PREFER TO RECEIVE APPLICATIONS ON OR
BEFORE APRIL 3, 2025**

INFORMATION FOR APPLICANTS

Applicants are advised that Addendum No. 3 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.

CLARIFICATION:

1. Refer to Section 56 of ATTACHMENT 1 – DRAFT STANDING OFFER AGREEMENT – SERVICES

Delete Section 56 in its entirety and substitute with the following:

“56. The Consultant agrees that it is the prime contractor for the performance of the Consultant’s Services only as amended and will ensure compliance with the *Workers Compensation Act* and Regulations in respect of the Consultant’s Services at the workplace. Without limiting its responsibilities under the legislation, the Consultant will coordinate the activities of its workers at the workplace relating to occupational health and safety. The Consultant will have a safety program in place that meets the requirements of the Workers’ Compensation Board Occupational Health and Safety Regulation and the *Workers Compensation Act*. The Consultant will be responsible for appointing a qualified coordinator for insuring the health and safety activities of its workers for the location of the Services. That person will be the

person so identified in this Agreement, and the Consultant will advise the City immediately in writing if the name or contact number of the qualified coordinator changes.”

QUESTIONS AND RESPONSES:

Q.1 Section 56 of the Standing Offer Agreement states that the Consultant 'agrees that it is the prime contractor for the performance of the Consultant's Services only as amended and will ensure compliance with the Workers Compensation Act and Regulations in respect of the workplace [...].' However, assuming Prime Contractor obligations is highly unusual for engineering consultants and does not align with the nature of the professional services provided under this Standing Offer Agreement.

Could the City please confirm that:

(1) The Consultant's health and safety responsibilities are limited to its own personnel (and any personnel under its direct control).

A.1.1 Correct

(2) The Consultant will not, under any circumstances, assume health, safety, or prime/principal contractor responsibility for the overall site?

A.1.2 Correct

Q.2 We are writing to request the removal of the "prime contractor" clause from the contract terms and conditions. The "prime contractor" language in section 56 of the draft agreement would require us to assume primary safety responsibility for all parties at the project site, which is beyond the ordinary role of a third-party commissioning entity. Additionally, this would necessitate our full-time presence on site, which has not been budgeted for in our fees and is likely not desired by the client.

A.2 Refer to Clarification #1.