

#### PROCUREMENT SERVICES

CITY OF SURREY, SURREY CITY HALL 13450 – 104 Avenue, Surrey, B.C., V3T 1V8 Tel: 604-590-7274

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**ADDENDUM No. 2** 

REQUEST FOR EXPRESSIONS OF

INTEREST AND STATEMENTS OF 1220-050-2024-002

**QUALIFICATIONS No.:** 

TITLE: Operation of Commercial Truck Parking Lot

ADDENDUM ISSUE DATE: February 8th, 2024

REVISED CLOSING DATE: PREFER TO RECEIVE SUBMISSION ON OR

BEFORE FEBRUARY 23rd, 2024

# **INFORMATION FOR RESPONDENTS**

Respondents are advised that Addendum No. 2 to 1220-050-2024-002 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 Respondents 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 Respondents or any sub-contractor not being familiar with this addendum. This Addendum No. 2 contains two (2) pages.

# **REVISED CLOSING DATE:**

<u>Delete Section 2.2 in its entirety and substitute with Section 2.2 below:</u>

# 2.2 Closing Date

The City would prefer to receive Submissions on or before February 23<sup>rd</sup>, 2024.

# REVISIONS TO SCHEDULE G – SAMPLE LICENSE AGREEMENT:

Delete section 14.1 in its entirety and substitute with section 14.1 below:

### "14.1 Re-entry on Default by Tenant

The Landlord and the Tenant agree that if the Tenant defaults in payment of Rent or any other sums required to be paid to the Landlord by any provision of this Licence or any other defaults in compliance with any terms and conditions with the License, and such default continues for a period of 30 days after written notice of intention to terminate this Licence by reason of such default has been given by the Landlord to the Tenant the Landlord or the Landlord's agents or employees authorized by the Landlord may immediately or at any time thereafter re-enter the Land without being liable to any prosecution or damages therefor and may repossess and enjoy the Land and Improvements without such re-entry and repossession constituting a forfeiture or waiver of the Rent paid or to be paid to the Landlord, all of which Rent may be retained by the Landlord as liquidated damages and not as a penalty and without forfeiture or waiver of the covenants to be performed by the Tenant up to the date of such re-entry and repossession."

### **QUESTIONS AND ANSWERS:**

- Q1. Can only a City of Surrey Business license holder's apply or can anyone holding a trucking license, even in Langley, be eligible to apply for the RFEOI? Can a single truck owner operator apply for this RFEOI?
- A1. A City of Surrey business license or applicable intermunicipal business license will be required if the Respondent is selected for award. However, an applicable business license is not required to respond to this RFEOI.

A single owner operator may apply for this RFEOI but must be able to fulfill the requirements set out in Schedule A – Scope of Services.

- Q2. Is previous operations experience required or can anyone new to the business show their interest?
- A2. Previous experience is not required but is highly desired to improve the likelihood of successful operation.
- Q3. Is there any minimum limit for annual rental submission?
- A3. There is no minimum value for a rental submission.
- Q4. What will be the penalty if a tenant wants to end the contract early?
- A4. Please refer to the revision to Schedule G Sample License Agreement below:

Delete Section 12 EARLY TERMINATION in its entirety and substitute with the following:

"12. EARLY NOTICE BY TENANT

If the Tenant chooses to terminate this License prior to the conclusion of the Term, the Tenant must provide the City with 120 days' written notice and pay all Rent during the notice period."

All Addenda will become part of the Contract Documents.