



# Request for Proposal

---

Subject: Facilities Maintenance Services

Victoria International Airport

**Date of Issue: July 21, 2025**

**Response due by: Friday, August 29, 2025, 3:00 PM Pacific Standard Time**

## Table of Contents

DEFINITIONS.....	3
1.0 OVERVIEW.....	4
1.1 VICTORIA INTERNATIONAL AIRPORT .....	4
1.2 PURPOSE OF RFP .....	5
1.3 INVITATION .....	5
1.4 KEY TARGET DATES .....	5
1.5 ISSUING OFFICE / AUTHORITY'S AUTHORIZED REPRESENTATIVE.....	6
1.6 INQUIRIES.....	6
2.0 INSTRUCTIONS TO PROPONENTS .....	6
2.1 DEADLINE DATE AND TIME FOR RESPONSE TO RFP .....	6
2.2 PROPOSAL SUBMISSION DETAILS .....	6
2.3 SITE TOUR.....	7
2.4 PROPOSAL COSTS.....	8
2.5 WITHDRAWAL OF PROPOSALS .....	8
2.6 ADDENDUM .....	8
2.7 OMISSIONS AND DISCREPENCIES .....	8
2.8 PRESENTATION.....	8
2.9 INTERPRETATION .....	9
2.10 PARTNERING / STRATEGIC ALLIANCES .....	9
2.11 NO COLLUSION .....	9
2.12 DISCLOSURE OF INTEREST .....	9
2.13 SELECTION PROCESS .....	10
2.14 EVALUATION CRITERIA .....	10
2.15 WAIVER OF NON-COMPLIANCE.....	11
2.16 CONFIDENTIALITY .....	11
2.17 APPLICABLE LAW .....	11
2.18 COMPLIANCE WITH LAWS .....	11
2.19 NO LIABILITY.....	11
2.20 CONSENT TO INVESTIGATION .....	11
2.21 ALTERING DOCUMENTS.....	11

2.22	<b>DISCLAIMER</b>	12
2.23	<b>WAIVER</b>	12
2.24	<b>OWNERSHIP</b>	12
2.25	<b>RESERVED RIGHTS OF THE AUTHORITY</b>	12
3.0	<b>SERVICE PROPOSAL</b>	13
3.1	<b>Scope of Facilities and Systems</b>	13
3.2	<b>Mandatory Qualifications and Experience</b>	13
3.3	<b>Maintenance Responsibilities</b>	14
3.4	<b>Preventative and Planned Maintenance (PM)</b>	15
3.5	<b>Water Mains and Sanitary Force Main Maintenance</b>	15
3.6	<b>Glycol Recovery and Dispensing Maintenance</b>	16
3.7	<b>Response Times and On-Call Services</b>	16
3.8	<b>Administrative Responsibilities</b>	16
3.9	<b>Personnel Requirements</b>	16
3.10	<b>Optional Add-Ons:</b>	17
3.11	<b>Excluded Systems</b>	17
4.0	<b>CONTRACT INFORMATION</b>	18
4.1	<b>NEGOTIATIONS</b>	18
4.2	<b>REJECT AND RE-NEGOTIATE</b>	18
4.3	<b>NO CONTRACTUAL OBLIGATION</b>	18
4.4	<b>CONTRACT OFFER</b>	18
4.5	<b>FORM OF CONTRACT</b>	18
4.6	<b>RFP AND PROPOSAL AS PART OF CONTRACT</b>	18
4.7	<b>INSURANCE</b>	19
	<b>APPENDIX A - RFP RECEIPT CONFIRMATION FORM</b>	20
	<b>APPENDIX B - PROPONENT'S INFORMATION</b>	21
	<b>APPENDIX C - PROPONENT'S SUBMISSION CHECKLIST</b>	23
	<b>APPENDIX D - PROPONENT'S DECLARATION</b>	24
	<b>APPENDIX E - DRAWINGS</b>	25
	<b>APPENDIX F – FORM OF CONTRACT</b>	26

## DEFINITIONS

The following definitions shall be used for the purpose of this RFP:

**“Airport”** means the Victoria International Airport. **“Airport”**, **“Victoria International Airport”** and **“YYJ”** shall have equivalent meanings.

**“Airport Authority”** shall each mean the Victoria Airport Authority; and **“Authority”** and **“VAA”** shall have equivalent meanings.

**“Authority’s Authorized Representative”** means the person designated by the Authority from time to time to act as the Authority’s representative for the purposes of this RFP, or his/her designate.

**“Contract”** has the meaning ascribed to it under Section 4.1 of this RFP.

**“Must”**, **“mandatory”**, **“required”**, or **“shall”** means a specific criteria or requirement essential to be met for the Proposal to receive and continue to receive consideration.

**“Proponent”** means a person, natural or corporate, who submits a Proposal to the Authority pursuant to this RFP.

**“Proposal”** means an offer from a suitable company in response to this RFP to provide the Services, the acceptance of which by the Authority may be subject to further negotiation prior to or at the time of award.

**“RFP”** means this Request for Proposals document and includes any modifications or additions thereto incorporated by addenda (if any) issued by the Authority prior to the closing date and time.

**“Should”** or **“desirable”**, or **“preferred”** means a requirement having a specific or significant degree of importance to meet the RFP objectives.

---

## 1.0 OVERVIEW

### 1.1 VICTORIA INTERNATIONAL AIRPORT

- 1.1.1. Victoria, the provincial capital of British Columbia, is located on the southern tip of Vancouver Island off Canada's Pacific Coast and enjoys one of Canada's mildest climates. Almost half of Vancouver Island's population of 800,000 lives around Victoria and the southern end of Vancouver Island.
- 1.1.2. Victoria International Airport (YYJ) is a Class 2 Aerodrome, as defined by Transport Canada Regulations, based in the municipalities of the District of North Saanich and Town of Sidney, British Columbia (BC) and is approximately 25kms north of Victoria, BC's capital city.
- 1.1.3. YYJ is operated by Victoria Airport Authority (Authority), a not-for-profit corporation that manages the safe and secure operations of YYJ.
- 1.1.4. The Airport is primarily an O and D (Origin and Destination) airport, serving almost 1.9 million passengers in 2025. It is the third busiest airport (based on passengers) in British Columbia, after Vancouver and Kelowna and eleventh busiest in Canada.
- 1.1.5. YYJ is the largest airport on Vancouver Island and services the socio-economic needs of a rapidly growing population, currently estimated at approximately 400,000 and projected to grow to 480,000 by 2040. In line with other federal, provincial and local strategic initiatives, the Authority's corporate strategy is generally positive, future focused and growth oriented to match anticipated needs.
- 1.1.6. Select Recognition and Awards:
  - (a) YYJ was chosen as the most efficient airport in the under 5 million passengers category in the 2022 Global Airport Performance Benchmarking. This is the fourth time in the past 10 years YYJ has received this award, including 2014, 2016 and 2020.
  - (b) YYJ was rated one of the top ten most-loved airports in the world by CNNTravel among a list of favourites like Singapore Changi, Hong Kong International and Zurich.
  - (c) YYJ was the recipient of ACI's (Airports Council International) Best Award for Airport Service Quality (ASQ) in 2012, 2014, and 2020, ranking first overall for airports in North America carrying up to 2 million passengers a year.

- (d) YYJ achieved Level 2 Airport Carbon Accreditation by the Airports Council International (ACI) in 2019.

## 1.2 PURPOSE OF RFP

1.2.1. The Authority is seeking a qualified and reliable service provider to deliver comprehensive preventative maintenance, repairs, inspections and on-call response services across a range of building systems and infrastructure assets.

1.2.2. Proponents must have a background that includes:

- (a) Service that demonstrates expertise in mechanical, plumbing and HVAC systems;
- (b) Providing general building systems support, particularly within a live operational airport environment;
- (c) Strong focus on proactive service delivery, professional conduct and timely communication.

## 1.3 INVITATION

The Authority invites selected candidates to submit a detailed Proposal in response to the scope as defined in Article 3 of this RFP.

## 1.4 KEY TARGET DATES

The following are the Key Target Dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based on circumstances.

	Task	Date
<b>A</b>	Request for Proposals issued	<b>Monday, July 21, 2025</b>
<b>B</b>	<i>Appendix A – RFP Receipt Confirmation Form submission deadline</i>	<b>Friday, August 1, 2025</b>
<b>C</b>	Site Visit (if applicable)	<b>Thursday, August 7, 2025, at 13:00 PDT</b>
<b>D</b>	Deadline for Questions	<b>Thursday, August 14, 2025</b>
<b>E</b>	Question Response Deadline	<b>Friday, August 22, 2025</b>
<b>F</b>	RFP Close	<b>Friday, August 29, 2025</b>
<b>G</b>	Award	<b>Tuesday, September 16, 2025</b>
<b>H</b>	Contract Commencement	<b>Thursday, January 1, 2026</b>

This schedule may be subject to change without liability to the Authority.

## 1.5 ISSUING OFFICE / AUTHORITY'S AUTHORIZED REPRESENTATIVE

Victoria Airport Authority  
201-1640 Electra Blvd  
Sidney, B.C. V8L 5V4

Attention: Adrian Nyland, Director, Innovation, Facilities and IT  
Phone: 250-953-5801  
Email: [adrian.nyland@yyj.ca](mailto:adrian.nyland@yyj.ca)

## 1.6 INQUIRIES

All inquiries and other communications relating to this RFP and any subsequent agreements are to be directed in writing only to the above-named person, who is the Authority's Authorized Representative.

Depending on the nature of the inquiry, the Authority may respond to inquiries in writing or if appropriate, issue a written addendum to the RFP to all Proponents registered as having returned their *RFP Receipt Confirmation Form*.

It is the responsibility of each Proponent to inquire and clarify any requirements of this RFP which are not understood.

The Authority shall have no responsibility for, and the Proponent agrees not to rely upon communications, representations or statements regarding this RFP, its subject matter, or any subsequent agreements from any other persons other than the Authority's Authorized Representative or his/her designate.

## 2.0 INSTRUCTIONS TO PROPONENTS

### 2.1 DEADLINE DATE AND TIME FOR RESPONSE TO RFP

Responses to this RFP are due **Friday, August 29, 2025, no later than 3:00 PM local Pacific Time (PST/PDT)**.

### 2.2 PROPOSAL SUBMISSION DETAILS

The Proponent shall, before submitting its Proposal, thoroughly examine and assess the Proposal documents, the site, conditions on site and the equipment and materials needed to carry out and perform the services. The Proponent must also be knowledgeable of all relevant laws, rules, notices, directives, standards, orders and regulations, licensing and permit requirements, labour market, and other circumstances that may affect the Proposal.

Submission of a Proposal constitutes a representation by the Proponent that it is familiar with and accepts the foregoing.

The Proponent must submit its completed Proposal including *Appendix A through D* prior to the closing date and time as follows:

**One (1) digital copy** by electronic transmission to:

Attention: Lea-Ann Bailey, Manager, Facilities

Email: [Lea-Ann.Bailey@yyj.ca](mailto:Lea-Ann.Bailey@yyj.ca)

It is the Proponent's responsibility to ensure the proposal submission meets the deadline stipulated above, the time stamp in VAA's email inbox or by the administration office will be the official time received.

The Proponent's Proposal must be signed by an authorized signatory of the Proponent.

The Proponent must note in the email subject line that the Proposal is for **"YYJ Facilities Maintenance Services RFP"**.

Hard copy Proposals will not be accepted.

Proposals sent by facsimile will not be accepted; mis-delivered Proposals may not be accepted.

The Authority reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law. Proposals will NOT be publicly opened. The Proponent will be advised of the results after the evaluation of all Proposals received are completed.

The Authority reserves the right in its sole discretion, to extend the closing date prior to the closing date and time and will endeavor to notify the Proponents as soon as practically possible in the event of any extension of the closing date.

Proposals received after the closing date and time will not be accepted.

## **2.3 SITE TOUR**

A mandatory Site Tour is scheduled as noted on *Appendix A – RFP Receipt Confirmation Form*. Inadequate knowledge of the site and site conditions will not be accepted as justification for errors or omissions.

The Proponent shall limit its representatives who attend the Site Tour to three persons. Please wear flat footwear and CSA-certified high visibility vest.

The Authority will answer any questions or provide clarification on any issues in the RFP. Questions asked and answered will be distributed to tour attendees and non-attendees

who, prior to the meeting, completed and submitted *Appendix A – RFP Receipt Confirmation Form*.

#### **2.4 PROPOSAL COSTS**

This RFP does not oblige the Authority to pay any costs the Proponent may incur in the preparation of their Proposal. Costs and Expenses incurred by the Proponent such as travel expenses to YYJ by the Proponent for the purposes of field inspections, information gathering or presentations to VAA, will be at the sole cost of the Proponent. All costs and expenses with respect to the submission of a Proposal pursuant to this RFP shall be the sole responsibility of the Proponent and the Authority assumes no liability whatsoever for any Proponent costs and expenses.

#### **2.5 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by a Proponent prior to the closing date and time only. Withdrawal notification must be in written form and may be attached to an email to the Authority's Authorized Representative and received by the Authority prior to the closing date and time.

#### **2.6 ADDENDUM**

The Authority may, at any time prior to the closing date and time, issue additional information, clarifications, or modifications to the RFP by written addenda issued by the Authority's Authorized Representative or his/her designate only. Any addenda shall be considered an integral part of the RFP.

**To receive any addenda, the Proponent must complete and email a copy of the completed *Appendix A – RFP Receipt Confirmation Form* to the Authority as set out therein.**

The Authority will post addenda to a SharePoint site and will otherwise use reasonable efforts to notify Proponents of any such addenda, but it is the Proponent's sole responsibility to ensure receipt of all addenda prior to submitting their Proposal.

#### **2.7 OMISSIONS AND DISCREPANCIES**

If the Proponent is in doubt as to the meaning or interpretation of anything in the RFP, find any discrepancies in, or find omissions from the RFP, the Proponent should immediately contact the Authority's Authorized Representative.

The Proponent shall be solely responsible for any error, omissions, discrepancies, or misunderstandings resulting from the Proponent's failure to examine thoroughly the RFP and from the Proponent's failure to enquire further with the Authority.

#### **2.8 PRESENTATION**

The Authority may require the Proponent, at the Proponent's cost, to make an oral presentation of its Proposal. Such presentation(s) will provide an opportunity for the

Proponent to clarify its Proposal to ensure a thorough and mutual understanding of its benefits.

The Authority may, following any such presentation(s), require that the information provided during such presentation(s) be confirmed in writing. The written confirmations will then form part of the Proponent's Proposal.

## **2.9 INTERPRETATION**

No oral interpretation of this RFP by anyone, whether or not employed by the Authority, shall be effective to alter or modify any of the provisions in the RFP.

Any request for interpretation of the meaning of any of the requirements of the RFP shall be made in writing to the Authority's Authorized Representative only.

## **2.10 PARTNERING / STRATEGIC ALLIANCES**

The Proponent may partner with other third parties in order to fulfill all of the requirements set out in this RFP provided that all partners, joint venturers, and the like:

- sign the signatory page of the proposal, and
- provide similar company profiles for each organization and any other documents as may, from time to time, be required by the Authority.

Proposals that include partnerships must include how the partnership will function within the delivery of the services. It is expected that the prime consultant identified in the proposal will manage and assume responsibility of the subconsultant.

## **2.11 NO COLLUSION**

Except as specified within its Proposal, the Proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal or in the proposed Contract, which may be awarded.

By submitting a Proposal, the Proponent warrants that there is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponent in connection with its Proposal submitted for this RFP; the Proponent has no knowledge of the contents of any other Proposal; and the Proponent has made no comparison of figures, agreement or arrangement, express or implied, with any other party in connection with the making of its Proposal, except as declared within the Proposal.

## **2.12 DISCLOSURE OF INTEREST**

The Proponent is required to fully disclose in its Proposal:

- a) Any relationship the Proponent may have with any employee, officer, or director of the Authority; and
- b) The nature of that relationship.

Failure to disclose, or false or insufficient disclosure of the nature and extent of the relationship the Proponent may have with an employee, officer or director of the Authority shall be grounds for termination of any Contract with the Authority in the Authority's sole discretion without further liability or notice.

### 2.13 SELECTION PROCESS

Following the closing date and time, it is the intention of the Authority to evaluate all Proposals received in accordance to the evaluation criteria described in the RFP documents.

In addition to Section 2.25 of this RFP - *Reserved Rights of the Authority*, the Authority further expressly reserves the right in its sole discretion to:

- (a) Clarify any Proposal received without becoming obligated to offer the same opportunity to any or all of the other Proponents;
- (b) Negotiate with one of more Proponent prior to award without becoming obligated to offer the same opportunity to any or all other Proponents;
- (c) Waive any minor or technical non-compliance by a Proponent with the requirements of this RFP without becoming obligated to waive any other non-compliance by any other Proponent; and
- (d) Accept any Proposal(s) which in the Authority's opinion offers best overall value or are the most advantageous Proposal(s) for the Authority.

The Authority shall not be bound by this RFP to accept any or all Proposals and may cancel this RFP in whole or in part at any time without any liability whatsoever.

### 2.14 EVALUATION CRITERIA

The Authority will evaluate all Proposals in the following categories, looking for overall value and the most advantageous Proposal. Weighting for the evaluation is 30% for fee and 70% spread across the balance of criteria:

<b>Firm experience on similar projects</b>	<b>15%</b>
<b>Project team members</b>	<b>15%</b>
<b>Project Methodology</b>	<b>30%</b>
<b>Schedule and Construction Operation</b>	<b>10%</b>
<b>Fee Proposal</b>	<b>30%</b>

**2.15 WAIVER OF NON-COMPLIANCE**

Proposals which contain qualifying conditions or otherwise fail to conform to the instructions herein may be disqualified or rejected. The Authority may, however, in its sole discretion, retain, for its consideration, evaluation and potential award, Proposals which are non-conforming because they do not contain the content or form required by the instructions in this RFP or because the Proposal does not comply with the process for submission set out in the instructions in this RFP.

**2.16 CONFIDENTIALITY**

Notwithstanding anything contained herein, the Proponent agrees that it will not exploit any information, whether delivered to the Proponent by the Authority, or whether retrieved by the Proponent by any other means and will make no direct or indirect disclosure to any other party of said information without the prior, express written agreement of the Authority.

**2.17 APPLICABLE LAW**

The laws and courts of British Columbia shall apply and have exclusive jurisdiction over this RFP and any subsequent Contract which may be awarded.

**2.18 COMPLIANCE WITH LAWS**

The Proponent with whom the Authority chooses to enter into a Contract, if any, shall comply with all federal, provincial, and local laws, regulations, requirements and orders applicable to the performance of any Contract which may result from this RFP process.

**2.19 NO LIABILITY**

By submitting a Proposal, the Proponent agrees that in no event will the Proponent claim damages for any amount whatsoever for any cost incurred by the Proponent in preparing its Proposal or for matters relating to any agreement or matters concerning the competitive process, and, the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

Any information contained in this RFP and attachments is provided to assist the Proponent in the preparation and submission of its Proposal. The Authority assumes no responsibility for the use of this information for any other purpose.

**2.20 CONSENT TO INVESTIGATION**

In order to allow the Authority to properly determine the qualifications and capabilities of a Proponent, the Authority reserves the right in its sole discretion to conduct such investigations of a Proponent's business experience, financial capability and business practices as it deems necessary, and the Proponent agrees to permit and co-operate with such investigations.

**2.21 ALTERING DOCUMENTS**

Proponents must not electronically alter any portion of this RFP with the exception of adding the information requested. To do so will invalidate the Proponent's Proposal or response.

**2.22 DISCLAIMER**

While precautions have been taken to ensure that this file will not interfere with or cause damage to your system or its existing data, the Authority accepts no responsibility for damages that may be caused by this file and makes no other warranty or representation, either expressed or implied, with respect to this file. This file is provided “as is,” and you, the user, assume the entire risk when you use it.

**2.23 WAIVER**

Due to the vagaries of electronic transmissions, the Authority does not guarantee, nor will it be liable for the accuracy of what is read or what is downloaded in this file.

**2.24 OWNERSHIP**

All Proposals and supporting material will become the property of VAA.

**2.25 RESERVED RIGHTS OF THE AUTHORITY**

The Authority reserves the right to request clarifications and/or additional information as is necessary to properly evaluate a Proposal, negotiate with any Proponent or with another Proponent or Proponents concurrently. The Authority is not required to offer any modified terms to other Proponents. The Authority shall incur no liability to any Respondents as a result of such negotiations or modifications.

The Authority reserves the right to cancel this RFP, to reject any or all Proposals; to re-advertise for Proposals if necessary; to waive minor irregularities and formalities; and to accept the Proposal which offers, in the Authority’s sole judgement, the best overall value for the Authority. All expenses incurred by the Proponents will be solely at its own cost.

This RFP does not constitute an offer. No Contract shall result upon submission of Proposals. The Authority is not under obligation to enter into a Contract with anyone in connection with this RFP or responses received, nor pay for any costs incurred in the preparation of Proposals submitted in response to this RFP.

The Authority will consider past performance of the Proponent on other agreements in terms of quality of work and compliance with terms and conditions of those agreements. The Authority may also utilize other available resources to determine the Proponent’s record of past performance.

### 3.0 SERVICE PROPOSAL

The Victoria Airport Authority (VAA) is seeking a qualified and reliable service provider to deliver comprehensive preventative maintenance, repairs, inspections, and on-call response services across a range of building systems and infrastructure assets. These services are critical to maintaining operational safety, efficiency, and regulatory compliance of Victoria International Airport's facilities.

The successful Proponent will possess demonstrable expertise in mechanical, plumbing, and HVAC systems, as well as in providing general building systems support, particularly within a live operational airport environment. A strong emphasis will be placed on proactive service delivery, professional conduct, and timely communication.

#### 3.1 Scope of Facilities and Systems

The facilities and systems are more particularly shown on the Facilities Maintenance RFP Map and Glycol Collection and Dispensing Systems dated June 11, 2025, as prepared by the Authority, copies of which are attached as *Appendix E*.

- Air Terminal Building (ATB)
- Airside Operations Centre (AOC)
- Airport Services Building (ASC)
- Car Rental Facility
- Power House
- Field Electrical Centre (FEC)
- Quonset Huts
- Sewage Lift Stations (#2, #3, #4, #5)
- Sanitary force mains on airport property
- Water mains, valves, and backflow preventers
- Fire alarm and sprinkler systems within ATB, AOC, and ASC
- Glycol dispensing system west of Apron IV
- Glycol recovery system on Apron IV

#### 3.2 Mandatory Qualifications and Experience

Proponents must demonstrate:

- A strong financial position and sound business practices
- Direct experience maintaining, modifying, and operating HVAC, mechanical, plumbing, and building systems
- Working knowledge of Building Management Systems (BMS) and PLCs (Programmable Logic Controllers)
- Experience with Delta controls
- Experience operating in complex or secured airport environments

- Experience with construction and a deep understanding of mechanical design and installation
- Experience and understanding of accessibility requirements at a federally regulated environment
- Understanding of Provincial and Federal safety requirements
- All personnel assigned to the airport must hold valid Restricted Area Identification Cards (RAIC) or be eligible and willing to undergo the required security clearance process
- Employees must be able to obtain a airside vehicle operator permit

### **3.3 Maintenance Responsibilities**

The Proponents will be responsible for the ongoing maintenance, inspection, and repair of the following systems and equipment:

- HVAC Equipment and Filters
- Water Fountains
- Gas Detection Systems
- Boilers (5 units)
- Chillers (2 units)
- Split Units
- Sump Pumps
- Backflow Preventers
- Air Compressors
- Dryers
- Sanitary Force Mains and Sewage Lift Stations (5)
- Water Mains and Valves
- Fire Alarm and Sprinkler Systems (ATB, AOC, ASC)
- ATB and AOC NO and CO alarms (5)
- Overhead, Interior, and Motorized Doors
- Gasoline and diesel pumps (8)
- Passenger Boarding Bridges (4) – mechanical maintenance (please provide add-on price)
- Maintenance documentation using the airport's CMMS
- Interior refresh and upgrades such as, but not limited to, painting, flooring and lighting
- Secondary response for: electrical issues, lighting services
- Other building systems or infrastructure as required

Proponents must provide a detailed description of the preventative and corrective maintenance strategies they propose for each of the systems and equipment listed above. This should include specific tasks, frequencies, and any specialized methodologies or technologies used.

Proponents must also clearly identify any assumptions underlying their proposed maintenance strategies, including but not limited to staffing levels, equipment availability, seasonal access limitations, and any constraints or dependencies that may impact service delivery.

### **3.4 Preventative and Planned Maintenance (PM)**

Planned maintenance includes, but is not limited to:

- Inspections and damage assessments
- Cleaning, lubrication, and adjustments
- Testing and calibration
- Checking fluid levels and leaks
- Pressure testing and chemical treatment
- Replacement of filters, gaskets, seals, and bearings
- Gasoline polishing
- Glycol polishing
- Digital control system backups and monitoring
- Maintenance record-keeping and reporting

PM work will be conducted based on a mutually agreed-upon schedule and must comply with industry best practices and any relevant regulatory requirements.

### **3.5 Water Mains and Sanitary Force Main Maintenance**

Water Main Activities:

- Exercise and inspect all distribution valves every year
- Flush mains unidirectionally at  $\geq 1.5$  m/s on a rolling four-year cycle or as required by water quality
- Dechlorinate flush water at hydrants
- Integrate flushing with hydrant flow testing and valve exercising
- Notify affected stakeholders (DNS, CRD, and users) before flushing
- Exercise and inspect all fire hydrants annually
- Maintain spare parts inventory for emergency response

Sanitary Force Main Activities:

- Inspect air release valves for leaks and function
- Exercise isolation valves
- Monitor for pressure fluctuations or corrosion
- Test for  $H_2S$  to assess corrosion risk
- Flush to prevent grease or solids buildup

- Clean wet wells and monitor for backups
- Ensure telemetry and alarms are functional
- Document all inspections and findings

### **3.6 Glycol Recovery and Dispensing Maintenance**

- Yearly glycol recovery maintenance
- Pre-season checks on glycol recovery system
- Data collection and submission to maintain CRD permit
- Ongoing glycol sampling monthly to meet Transport Canada requirements
- Oversight and management of glycol polishing yearly (polishing not included in yearly fee)
- Glycol receiving from manufacturer
- Document all inspections and findings

### **3.7 Response Times and On-Call Services**

- Regular hours: 7:30 AM to 4:30 PM, Monday to Friday
- Emergency response: 30-minute on-site response during regular hours and 2-hour on-site response after hours or during weekends
- Non-urgent issues must be addressed within two business days

The Proponents must maintain 24/7 availability and have the capacity to respond to all unscheduled service calls.

### **3.8 Administrative Responsibilities**

- Phone and email support for issue reporting and technical inquiries
- Written service and incident reports
- Option assessments and cost estimates for proposed repairs
- Ongoing updates to the mechanical systems inventory database
- Attendance at weekly facilities meetings
- CMMS use for maintenance tracking: The Victoria Airport Authority is in the process of planning for the future implementation of a Computerized Maintenance Management System (CMMS). The successful Proponent will be expected to actively participate in the planning, data onboarding, and execution phases of this asset management program to ensure a seamless transition and long-term success.

### **3.9 Personnel Requirements**

- Be professionally qualified and experienced in their trade
- Work cooperatively in a multi-contractor environment
- Demonstrate mechanical aptitude, sound judgment, and safe work practices
- Maintain a clean, courteous, and professional presence at all times
- Be subject to removal from site at VAA's discretion for misconduct or incompetence

Use of subcontractors is permitted for specialized tasks but must be disclosed and approved by VAA.

### **3.10 Optional Add-Ons:**

#### *A) Full-Time On-Site Building Operator*

Proponents are requested to include a separate line-item cost for a dedicated, full-time Building Operator stationed at the airport. This individual will:

- Perform minor repairs and general handyman tasks
- Attend daily briefings and interface with VAA and airport staff
- Use a company-supplied service vehicle equipped with tools
- Act as a first responder to facility-related issues
- Support seasonal and operational tasks as directed
- Must hold a valid Red Seal in a related trade

This role is supplemental and may be added at the discretion of the Authority.

#### *B) Full-Time On-Site Electrician*

Proponents are requested to include a separate line-item cost for a dedicated, full-time Electrician stationed at the airport. This individual will:

- perform minor repairs and general handyman tasks as required
- Attend daily briefings and interface with VAA staff
- Use a company-supplied service vehicle equipped with tools
- Act as a first responder to facility electrical-related issues
- Support seasonal and operational tasks as directed
- Must hold a valid Red Seal

This role is supplemental and may be added at the discretion of the Authority.

### **3.11 Excluded Systems**

This contract does not include maintenance or repairs for the following:

- HBS carousels, check-in belts, scales
- FIDS, PA, WiFi, card access, CCTV, RAIC, clocks
- Electrical distribution (except as secondary response)
- Generator systems
- Communications and data systems
- Parking lot and access road infrastructure

---

## 4.0 CONTRACT INFORMATION

### 4.1 NEGOTIATIONS

The Authority intends to negotiate and conclude a Contract with the most qualified and responsible Proponent offering the best overall value and quality and most advantageous Proposal.

In the event a Proponent and the Authority fail to reach agreement, negotiations may be terminated by the Authority, without any compensation whatsoever payable to the Proponent. An alternate Proponent may then be invited to participate in the negotiation process.

The process may be repeated as often as necessary.

### 4.2 REJECT AND RE-NEGOTIATE

The Authority may reject all Proposals received and re-advertise for Proposals if necessary. Such cancellation of the RFP process does not preclude the Authority from subsequently meeting with any Proponent to negotiate a Contract that best suits the needs of the Authority.

### 4.3 NO CONTRACTUAL OBLIGATION

The Authority shall not be obligated in any manner to any Proponent whatsoever until a written Contract has been negotiated and duly executed related to any Authority accepted Proposal.

### 4.4 CONTRACT OFFER

Any offer for a Contract at the Airport shall be made in writing only by the Authority's President and CEO. The Authority reserves the right to award multiple service contracts as a result of this RFP.

### 4.5 FORM OF CONTRACT

The successful Proponent will be required to enter into a contract with the Authority (the "**Contract**"). The proposed form of contract for these works is Victoria Airport Authority Long Form Professional Services Contract, a copy of which is attached as *Appendix F*.

Proponents are encouraged to familiarize themselves with the content of the Contract and note in their proposals any objections to the terms and conditions or any items to be discussed or negotiated. The Proponent must satisfy itself in all respects as to the risks and obligations to be undertaken under any Contract entered into, as a result of the RFP.

### 4.6 RFP AND PROPOSAL AS PART OF CONTRACT

All or part of this RFP and the Proposal may be incorporated into and form an integral part of the Contract.

**4.7 INSURANCE**

The successful Proponent will be required to obtain and maintain for the term of the Contract, the insurance requirements set out in the Contract, a copy of which is attached hereto as *Appendix F*.

The Proponent shall submit as part of its Proposal a letter from its insurer confirming that if successful, the Proponent will be able to meet such insurance requirements.

**APPENDIX A - RFP RECEIPT CONFIRMATION FORM**

*To receive any further distributed information about this Request for Proposal, Proponents must complete this form and email it before end of day on **Friday, August 1, 2025**, to:*

Attention: Lea-Ann Bailey, Manager, Facilities

Email: [Lea-Ann.Bailey@yyj.ca](mailto:Lea-Ann.Bailey@yyj.ca)

**COMPANY NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **PROVINCE:** \_\_\_\_\_ **POSTAL CODE:** \_\_\_\_\_

**MAILING ADDRESS (IF DIFFERENT THAN ABOVE):**

\_\_\_\_\_  
\_\_\_\_\_

**FAX NUMBER:** ( \_\_\_\_ ) \_\_\_\_\_ **PHONE NUMBER:** ( \_\_\_\_ ) \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**SITE TOUR:** Please indicate by selecting 'Yes' or 'No' if you would like to attend the Site Tour, which will take place at YYJ on Thursday, August 7, 2025, at 13:00 PST.

**Yes:** \_\_\_\_\_ **OR** **No:** \_\_\_\_\_

Please send us any further correspondence about this Request for Proposal by:

☐

**Courier Collect**

*Courier Name and Account No.:* \_\_\_\_\_

☐

**E-mail** (default if no box checked)

☐

**Pick up at Airport Administration Office**

---

**APPENDIX B - PROPONENT'S INFORMATION**

This document is intended to provide information on the capacity, skill, and experience of the Proponent. The Proponent may supplement information requested with additional sheets if required.

**1. Submitted to:** Victoria Airport Authority  
  
201-1640 Electra Blvd.  
Sidney, BC V8L 5V4  
Attention: Lea-Ann Bailey, Manager, Facilities  
Phone: 250-883-4359  
Email: [Lea-Ann.Bailey@yyj.ca](mailto:Lea-Ann.Bailey@yyj.ca)

**2. Submitted by:**

Company Name (full legal name): \_\_\_\_\_  
Name and Title of Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**3. Legal Structure of Company:**

Year Established: \_\_\_\_\_ Joint Venture: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Registered: \_\_\_\_\_ Sole Proprietor: \_\_\_\_\_ Other: \_\_\_\_\_

Names and Titles of Officers, Partners, Principal:

Name:	Title:
_____	_____
_____	_____
_____	_____
_____	_____

**4. Corporate Details:**

Total Annual Sales: \_\_\_\_\_  
Total Number of Employees: \_\_\_\_\_  
Location of Corporate Headquarters: \_\_\_\_\_  
Location of Closest Office to Airport: \_\_\_\_\_

---

**5. List current or recently completed consulting services of similar scope and size:**

**(a)** Facility and Location: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Facility Owner: \_\_\_\_\_  
Owner's Representative (for reference purposes): \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**(b)** Facility and Location: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Facility Owner: \_\_\_\_\_  
Owner's Representative (for reference purposes): \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**(c)** Facility and Location: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract Value: \$ \_\_\_\_\_  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Facility Owner: \_\_\_\_\_  
Owner's Representative (for reference purposes): \_\_\_\_\_  
Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**6. Senior Manager proposed to be responsible for the contract (e.g. Owner, President, Vice-President, Manager)**

Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Related Contracts (from above): \_\_\_\_\_

## APPENDIX C - PROPONENT'S SUBMISSION CHECKLIST

Proponents are advised that Proposals which do not include all of the following documents will be considered incomplete and may be rejected.

Documents to be Submitted	Due Date	Included?
<b>Appendix A - Receipt Confirmation Form</b>	<b>Friday, August 1, 2025</b>	<input type="checkbox"/>
Completed Proposal	<b>Friday, August 29, 2025</b>	<input type="checkbox"/>
<b>Appendix B - Proponent's Information</b>	<b>Friday, August 29, 2025</b>	<input type="checkbox"/>
<b>Appendix C – Proponent's Submission Checklist</b>	<b>Friday, August 29, 2025</b>	<input type="checkbox"/>
<b>Appendix D – Proponent's Declaration</b>	<b>Friday, August 29, 2025</b>	<input type="checkbox"/>

**APPENDIX D - PROPONENT'S DECLARATION**

The Proponent confirms it has obtained and carefully examined all documents comprising this Request for Proposal (RFP) including all addenda, if any, issued by the Victoria Airport Authority (Authority), which addenda are as follows:

<u>Addendum No.</u>	<u>Date of Issue</u>
_____	_____
_____	_____
_____	_____

The Proponent, having reviewed all of the RFP, hereby undertakes and agrees to offer to the Authority to supply the services as described in the RFP.

Except as specified within its Proposal, the Proponent declares that no other person, either natural or corporate, has or will have any interest or share, directly or indirectly, in this Proposal or in the proposed contract which may be awarded. There is no collusion or arrangement, formal or informal, between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this RFP; the Proponent has no knowledge of the contents of any other Proposal; and the Proponent has made no comparison of figures, agreement, or arrangement, express or implied, with any other party in connection with the making of its Proposal, except as are declared within the Proposal.

The Proponent hereby declares that it has no relationship with any employee, officer, or director of the Authority, except as may be disclosed within the Proposal.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AT \_\_\_\_\_ IN THE PROVINCE OF  
BRITISH COLUMBIA.

LEGAL SEAL OF CORPORATION (IF REQUIRED)

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, PROVINCE, POSTAL CODE

\_\_\_\_\_  
PROPONENT AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF PROPONENT SIGNING OFFICER

\_\_\_\_\_  
LEGAL NAME OF PROPONENT

\_\_\_\_\_  
ADDRESS OF PROPONENT

\_\_\_\_\_  
CITY, PROVINCE, POSTAL CODE

\_\_\_\_\_  
CONTACT TELEPHONE NUMBER

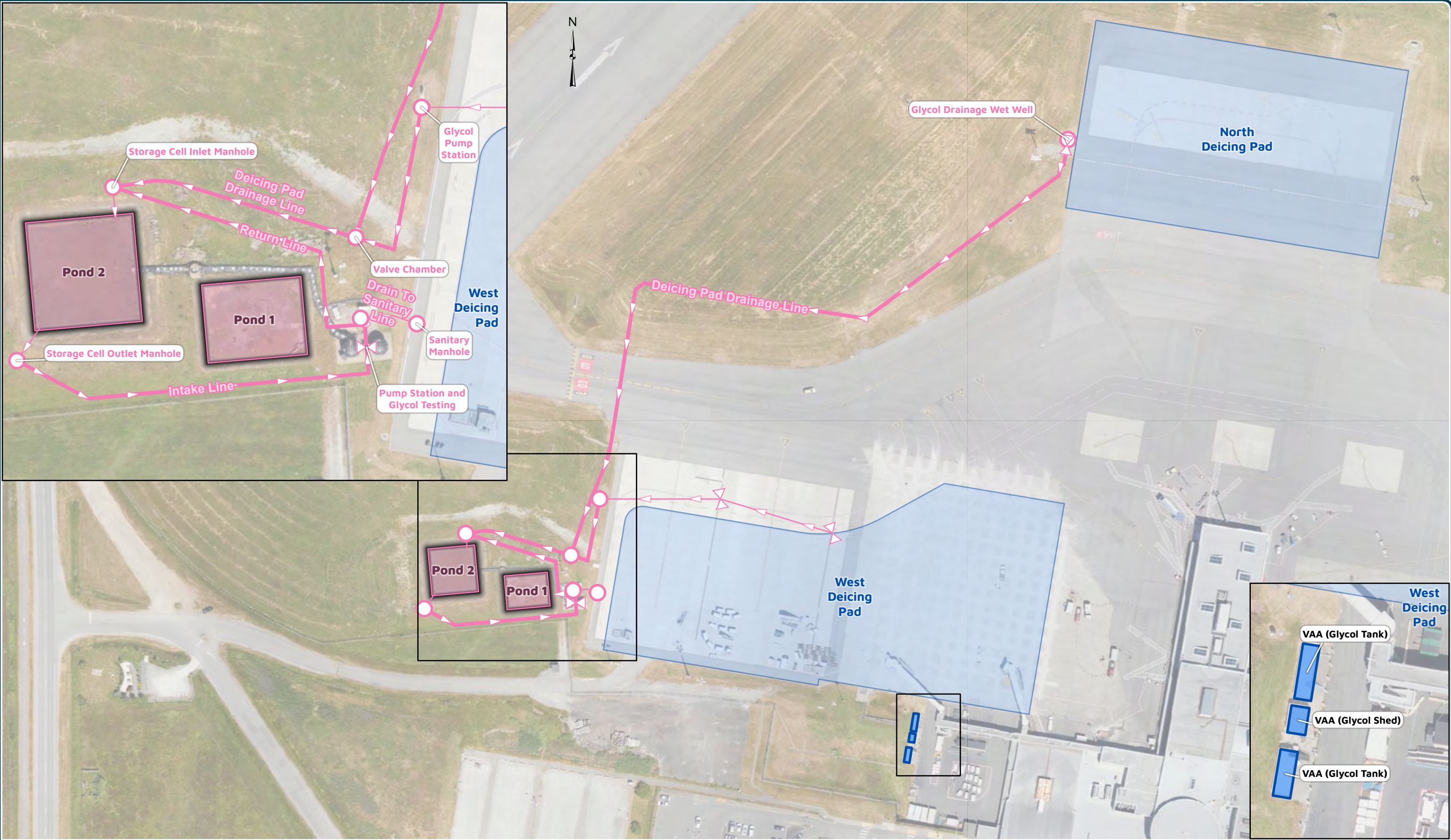
\_\_\_\_\_  
CONTACT FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

## APPENDIX E - DRAWINGS



Scale		
1:4,200	Meters	
Title		
<h1><b>FACILITIES MAINTENANCE RFP MAP</b></h1>		
Sheet No.	VAA APPROVAL	DATE
	DRAFTED BY	<b>T. ALBERT June 11, 2025</b>
	CHECKED BY	
VAA Drawing No.	Rev.	



Legend

No.	Description	Date	Drawn	App'd	



Drawn By	T. ALBERT		Check By
Date	June 11, 2025	Revision	Sheet No.
Scale	1:1,500 0 5 10 20 30 40 Meters		

Title	GLYCOL COLLECTION AND DISPENSING SYSTEMS
-------	--

## **APPENDIX F – FORM OF CONTRACT**



## **VICTORIA INTERNATIONAL AIRPORT**

### **FACILITIES MANAGEMENT**

#### **SERVICES CONTRACT**

Disclaimer: The following draft service agreement template is provided for information purposes only. The Victoria Airport Authority reserves the right to review, modify and add or delete any contract terms and conditions without notice.

## TABLE OF CONTENTS

	Page#
<b>ARTICLE 1 • CONTRACT DOCUMENTS.....</b>	<b>5</b>
<b>ARTICLE 2 • CONTRACT REPRESENTATIVES.....</b>	<b>5</b>
<b>ARTICLE 3 • TERM OF THE CONTRACT .....</b>	<b>6</b>
<b>ARTICLE 4 • THE SERVICES .....</b>	<b>7</b>
4.1 PERFORMANCE OF THE SERVICES .....	7
4.2 ADDITIONAL INSTRUCTIONS .....	8
4.3 CONTROL OF DISASTERS / EMERGENCIES .....	8
4.4 INTERPRETATION OF CONTRACT BY VAA .....	8
4.5 INSPECTION AND EXAMINATION OF SERVICES .....	9
4.6 NON-DISPARAGEMENT .....	9
4.7 TEMPORARY SUSPENSION OF SERVICES .....	9
<b>ARTICLE 5 • FINANCIAL .....</b>	<b>10</b>
5.1 TERMS OF PAYMENT .....	10
5.2 AUDIT & INSPECTION .....	11
<b>ARTICLE 6 • COMPLIANCE, ETC.....</b>	<b>11</b>
6.1 AIRPORT SAFETY AND SECURITY REQUIREMENTS.....	11
6.2 LAWS, RULES, PERMITS AND FEES .....	12
6.3 KEYS.....	12
<b>ARTICLE 7 • ADMINISTRATION.....</b>	<b>13</b>
7.1 INDEPENDENT STATUS.....	13
7.2 WORKERS' COMPENSATION.....	13
7.3 PERSONNEL .....	14
7.4 SUBCONTRACTORS .....	14
7.5 LABOUR AND INDUSTRIAL RELATIONS .....	15
7.6 WARRANTY ON PARTS AND MATERIALS .....	16
7.7 CONFIDENTIAL INFORMATION.....	16
7.8 RECORDS; OWNERSHIP OF DOCUMENTATION AND PROPERTY.....	16
<b>ARTICLE 8 • PROTECTION OF PERSONS AND PROPERTY.....</b>	<b>17</b>
8.1 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS .....	17
8.2 LIABILITY FOR INJURY AND/OR DAMAGE .....	17
<b>ARTICLE 9 • INSURANCE .....</b>	<b>18</b>
<b>ARTICLE 10 • INDEMNIFICATION &amp; LIMITATIONS OF LIABILITY .....</b>	<b>20</b>
10.1 INDEMNIFICATION .....	20
10.2 LIMITATIONS OF LIABILITY.....	21
<b>ARTICLE 11 • TERMINATION .....</b>	<b>21</b>
11.1 TERMINATION FOR CAUSE .....	22
11.2 REMEDIES.....	23
11.3 SET-OFF .....	24

<b>ARTICLE 12 • DISPUTES .....</b>	<b>24</b>
12.1    DISPUTE RESOLUTION .....	24
12.2    ARBITRATION .....	24
12.3    JURISDICTION OF COURTS .....	25
<b>ARTICLE 13 • GENERAL PROVISIONS .....</b>	<b>25</b>
13.1    NOTICES .....	25
13.2    AMENDMENT .....	26
13.3    ASSIGNMENT AND SUBCONTRACTING .....	26
13.4    CONTRACTUAL RELATIONSHIP .....	27
13.5    GOVERNING LAW .....	27
13.6    INTERPRETATIONS .....	27
13.7    SURVIVAL OF OBLIGATIONS .....	28
13.8    TIME OF THE ESSENCE .....	28
13.9    WAIVER .....	28
<b>SCHEDULE 'A': DEFINITIONS.....</b>	<b>30</b>
<b>SCHEDULE 'B': SCOPE OF SERVICE .....</b>	<b>33</b>
<b>SCHEDULE 'C': STATEMENT OF FEES.....</b>	<b>34</b>
<b>SCHEDULE 'D': VAA'S REQUEST FOR PROPOSALS.....</b>	<b>35</b>
<b>SCHEDULE 'E': CONTRACTOR'S PROPOSAL .....</b>	<b>36</b>
<b>SCHEDULE 'F': DRAWING [IF APPLICABLE] .....</b>	<b>38</b>

This Contract dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**VICTORIA AIRPORT AUTHORITY**

Victoria International Airport  
201 – 1640 Electra Blvd.  
Sidney, BC V8L 5V4

(the “VAA”)

OF THE FIRST PART

**AND**

**(COMPANY NAME)**

**(Address)**

**(City, Prov Postal Code)**

(the “Contractor”)

OF THE SECOND PART

**WHEREAS:**

- A.** VAA is a not-for-profit corporation with the objective to manage, operate, and develop the Victoria International Airport (the "Airport") land in a safe, secure and efficient manner, expand transportation facilities and generate economic activity in ways that are compatible with air transportation.
- B.** The Contractor is a qualified contractor experienced in providing \_\_\_\_\_ (the “Services”) at locations of similar size and complexity to the Airport, and as more particularly described in Schedule ‘F’ of this Contract - *Drawing*.
- C.** The VAA’s Request for Proposals, issued the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “RFP”), requested proposals for the provision of the \_\_\_\_\_ required by the VAA at the Airport, which RFP is attached to this Contract at Schedule 'D' – *VAA’s Request for Proposals*.
- D.** In response to the RFP the Contractor submitted its proposal (the “Proposal”) to the VAA on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, with respect to the supply of the \_\_\_\_\_ required by the VAA at the Airport, which Proposal is attached to this Contract at Schedule 'E' – *Contractor’s Proposal*.
- E.** VAA accepted the Contractor’s Proposal as a basis for the negotiation of a contract with respect to the provision of the \_\_\_\_\_ by the Contractor to the VAA

at the Airport and the parties successfully concluded such a contract, the terms and conditions of which are hereinafter set forth.

**NOW THEREFORE** this Contract witness that in consideration of the mutual promises and obligations contained in the Contract, the VAA and the Contractor covenant and agree as follows:

#### ARTICLE 1 • CONTRACT DOCUMENTS

1.1 The following documents form the Contract (the “**Contract**”) between the VAA and the Contractor:

- a) These Articles of Agreement
- b) The attached Schedule 'A': Definitions;
- c) The attached Schedule 'B': Scope of Service;
- d) The attached Schedule 'C': Statement of Fees;
- e) The attached Schedule 'D': VAA's Request for Proposals;
- f) The attached Schedule 'E': Contractor's Proposal;
- g) The attached Schedule 'F': Drawing; and
- h) Any amendment or variation of the Contract that is made in accordance with Section 13.2.

1.2 The Contract Documents as a whole will constitute the Contract between the parties and will, subject to the provisions of this Contract and the law, enure for the benefit of and be binding upon the parties hereto, their respective administrators, successors, and permitted assigns.

#### ARTICLE 2 • CONTRACT REPRESENTATIVES

2.1 The VAA designates **[enter full name and title]**, as their contract representative for the purposes of this Contract, whose address is as follows:

Victoria Airport Authority  
201 - 1640 Electra Blvd. Sidney, BC V8L 5V4

Telephone No.

Cell No.

Email:

Facsimile No.

- 2.2 The Contractor designates **[enter full name and title]**, as their contract representative for the purposes of this Contract, whose address is as follows:

**[CONTRACTOR'S NAME]**

**[Contractor's Address 1]**

**[Contractor's Address 2]**

**[Contractor's Address 3]**

Telephone No. (direct)

Cell No.

Email:

Facsimile#:

- 2.3 Both contract representatives or their designated alternate will have full authority of their respective party to deal with all matters arising under this Contract.

### ARTICLE 3 • TERM OF THE CONTRACT

- 3.1 This Contract is for an initial Term of \_\_\_\_\_ (X) years commencing at 12:00 a.m. hours on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and terminating at 11:59p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Initial Term") subject to renewal as herein provided in Sections 3.2 and 3.3. The Initial Term and any subsequent renewal term shall constitute the "Term".
- 3.2 If, at the expiration of the Initial Term of this Contract, the VAA desires a renewal of this Contract for a further term of \_\_\_\_\_ (X) year(s), the VAA will not later than **six (6) months** before such expiration, give notice in writing of such desire to the Contractor. If the Contractor desires such a renewal, the VAA will then grant a renewal of this Contract for a second term of \_\_\_\_\_ (X) year(s), beginning the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "First Renewal Term") on such terms and conditions as the VAA and the Contractor mutually agree.
- 3.3 If, at the expiration of the First Renewal Term of this Contract, the VAA desires a renewal of this Contract for a third and final term of \_\_\_\_\_ (X) year(s), the VAA will not later than **six (6) months** before such expiration, give notice in writing of such desire to the Contractor. If the Contractor desires such a renewal, the VAA will then grant a renewal of this Contract for a third term of \_\_\_\_\_ (X) year(s), beginning the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Second Renewal Term") on such terms and conditions as the VAA and the Contractor mutually agree.

**ARTICLE 4 • THE SERVICES****4.1 PERFORMANCE OF THE SERVICES**

- 4.1.1 The scope of the Contractor's Services in respect of this Contract is as described in Schedule 'B': *Scope of Service*.
- 4.1.2 The Contractor will throughout the Term of this Contract, provide to the satisfaction of the VAA as and when required by the VAA, all Services required of the Contractor in accordance with this Contract and the Contractor's Proposal, attached hereto as Schedule 'E': *Contractor's Proposal*, including, without limitation, providing all necessary labour and materials required to provide the Services.
- 4.1.3 The Contractor hereby agrees to perform and complete the Services with all due care, skill, diligence and efficiency in a good and workmanlike manner, to the full satisfaction of the VAA.
- 4.1.4 The Contractor represents and warrants to the VAA that:
- a) it is fully competent and qualified to perform the Services required under this Contract;
  - b) it has a minimum of two service technicians with the skills, expertise and experience necessary to perform the Services in a competent and professional manner;
  - c) a site foreman will be dedicated to the VAA site and trained in the Contract requirements for the commencement of the Term of this Contract; and
  - d) all personnel assigned to perform the Services have the requisite professional qualifications, knowledge, skill and ability to enable the Contractor to competently provide and perform the Services.
- 4.1.5 Subject to the Contract the Contractor will have complete control of the Services and will effectively direct and supervise the Services so as to ensure conformity with this Contract.
- 4.1.6 The Contractor expressly warrants that all materials, goods and supplies provided by the Contractor to be used in the performance of the Services will be new, fit for the intended purpose, of merchantable quality, free from all defects, of the best quality and carefully installed or applied (if applicable) in accordance with any manufacturer's specification and warranty requirements.

## **4.2 ADDITIONAL INSTRUCTIONS**

- 4.2.1 The Contractor acknowledges that at any time during the term of this Contract, the VAA may undertake some modification or rehabilitation of any part of the Facilities and that any such undertaking may increase the scope of the services outlined in this Contract, on terms to be mutually negotiated and agreed upon.
- 4.2.2 During the performance of the Services, the VAA may at any time give additional instructions to the Contractor which instructions will be promptly followed by the Contractor.
- 4.2.3 Where, in the opinion of the VAA, it is necessary that other contractors or workers be sent onto the Airport, to perform any part of the Services, the Contractor will, to the satisfaction of the VAA, cooperate with them in the performance of their duties and obligations.
- 4.2.4 Such additional instructions will be consistent with the intent of this Contract and will not be construed as changes to the Services.

## **4.3 CONTROL OF DISASTERS / EMERGENCIES**

- 4.3.1 It shall be the responsibility of the Contractor to respond to all Emergency situations and to resolve them immediately. In the event of a Disaster, the Contractor shall promptly upon request by the VAA and/or its authorized representative(s) provide all manpower, materials and services required in the discretion of the VAA and/or its authorized representative(s) to assist with the control and resolution of the Disaster. The Contractor shall place all such manpower, material and services under the direct control of the VAA until such time as the Disaster has been resolved to the satisfaction of the VAA. The Contractor's reasonable costs incurred in dealing with any Emergency situation or Disaster shall constitute Extraordinary Direct Operating Expenses with the quantum thereof to be agreed to between the VAA and the Contractor on a case by case basis.

## **4.4 INTERPRETATION OF CONTRACT BY VAA**

- 4.4.1 In the event a question arising from the Contract about anything to be done or which has been done by the Contractor, including but not limited to:
- a) the meaning of anything in the Scope of Service;
  - b) the meaning of anything in the Contract in the case of any error, omission, obscurity or discrepancy in wording or intention of the Contract; or

- c) whether the requirements of the Contract are being met;

the question will be decided by the VAA whose decision will be final, binding and conclusive, but subject always to Section 12.2.

- 4.4.2 The Contractor will promptly perform the Services according to any decisions of the VAA made under Subsection 4.4.1 and in accordance with any consequential directions made thereafter by the VAA.

#### **4.5 INSPECTION AND EXAMINATION OF SERVICES**

- 4.5.1 At all times, the VAA may, with such assistance from experts of its choice, inspect or examine the Services to determine whether the Services are being performed properly and in accordance with the Contract.

- 4.5.2 In the event the VAA determines in its sole opinion that the Services or any portion of the Services is deficient, non-compliant with this Contract or defective, the Contractor will immediately resolve the problem(s) to the full satisfaction of the VAA.

- 4.5.3 In the event the Contractor fails to resolve any identified problems promptly upon notice from the VAA to do so, the VAA may do whatever it deems necessary to resolve the problem(s) at the Contractor's cost and expense.

#### **4.6 NON-DISPARAGEMENT**

- 4.6.1 The Contractor will not, and will use commercially reasonable efforts to ensure that any party employed or contracted by the Contractor to perform the Services here at the Airport will not, in any capacity or manner transmit, speak, write or otherwise communicate in any way (or cause, assist, solicit, encourage, support or participate in any of the foregoing), any comment, message, declaration, communication or other statement of any kind, whether verbal, written, transmitted electronically or otherwise, that might reasonably be construed to be derogatory or negative towards, the VAA, or any of its directors, officers, subsidiaries, employees, agents or representatives. This provision will not act to prohibit any person from making any statement or disclosure required to be made in accordance with any applicable law, regulation or by-law.

#### **4.7 TEMPORARY SUSPENSION OF SERVICES**

- 4.7.1 Without limiting or restricting the generality of any other provision of this Contract in the event that the VAA deems it necessary or expedient to suspend Airport operations, the Contractor shall not have any claims against the VAA, nor be entitled to any compensation or indemnity for any cause related to such suspension.

**ARTICLE 5 • FINANCIAL****5.1 TERMS OF PAYMENT**

5.1.1 At the end of each month of the Contract, upon complete performance of the Services to the full satisfaction of the VAA, the Contractor will submit an invoice to the VAA containing the following information:

- (a) amount of monthly Fixed Fee charged by the Contractor;
- (b) an itemized statement of all Expenses claimed by the Contractor for the preceding month to be submitted via spreadsheet and including:
  - i. labour and associated Hourly Rates; and
  - ii. materials; and
  - iii. subcontractor fees and the amount of the Contractor's mark-up, which mark-up shall not exceed 10% of subcontractor fees.
- (c) supporting documentation such as invoices, receipts or vouchers for each Expense claimed in excess of Five Hundred (\$500.00) Dollars;
- (d) a detailed AMRS work order form setting out all PM and Ad Hoc Services performed in the preceding month, and the dates and hours during which the Services were rendered by each person performing the Services; and
- (e) where applicable, the amount of Goods & Services Tax "GST". The Contractor agrees to include its GST registration number(s) on all invoices and to remit to Revenue Canada any GST paid or due.

5.1.2 The Fixed Fee and Hourly Rates charged by the Contractor will not exceed those rates shown on Schedule 'C': *Statement of Fees* (excluding GST).

5.1.3 Subject to review and verification by the VAA of the amount of the Fees and Expenses, the VAA will pay the amount of approved Fees and Expenses within 30 days of the receipt of the invoice described in Section 5.1.1.

5.1.4 The VAA will be liable to pay the Contractor interest at the rate equal to 2% per month (26.824% per year), payable and compounded monthly, on any amount that is overdue from the day such amounts became overdue to and inclusive of the day prior to the date of payment, however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than 30 days following the due date.

## **5.2 AUDIT & INSPECTION**

- 5.2.1 The Contractor shall keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Contractor including invoices, receipts, and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the VAA who may make copies and take extracts therefrom.
- 5.2.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the VAA with such information as the VAA may from time to time require with reference to the documents referred to herein.
- 5.2.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the VAA, but shall preserve and keep them available for audit and inspection for a period of one year following expiration or Termination of the Term of the Contract.

## **ARTICLE 6 • COMPLIANCE, ETC.**

### **6.1 AIRPORT SAFETY AND SECURITY REQUIREMENTS**

- 6.1.1 In the performance of the Services, the Contractor will comply with all Airport rules, directives, and operating procedures adopted and promulgated by the VAA from time to time relative to the performance of this Contract, and the management and operation of the Airport, including, without limitation, those relating to safety of the work site, security, safety, fire, sanitation and traffic control, and the Contractor will promptly abide by all such rules, directives and operating procedures as established from time to time by the VAA.
- 6.1.2 The Contractor will:
- a) not disrupt or impede Airport business at any time except as permitted by the VAA;
  - b) not conduct any operation or install any equipment at the Airport that will cause electronic interference or hazard to the navigation of aircraft. Upon receiving notice from the VAA of any interference or hazard, the Contractor shall at its own expense immediately take all steps, as may be necessary, to remove the interference or hazard to the satisfaction of the VAA; and
  - c) not bring onto or store at the Airport any goods of an explosive, dangerous, inflammable or noxious nature except with the prior written consent of the VAA.

- 6.1.3 The Contractor acknowledges that occupation and use of the Airport Lands is subject at all times to the provisions of the *Aeronautics Act*, the *Canadian Aviation Security Regulations* and all security measures and orders issued in accordance with the same. The Contractor covenants and agrees that it will at all times comply with all Airport security rules, orders, directions or measures issued or implemented by the VAA at any time and from time to time, including without limitation those rules, orders, directions or measures relating directly or indirectly to the use of restricted area passes, escorts, personnel identification systems and the implementation of other security clearance procedures.

## **6.2 LAWS, RULES, PERMITS AND FEES**

- 6.2.1 Unless otherwise stated in this Contract, the Contractor will be responsible for obtaining such licenses, permits or approvals from Federal, Provincial, Municipal or other Government Authorities, as may be necessary to enable the Contractor to perform the Services required under this Contract.
- 6.2.2 The Contractor will, at its sole cost and expense, comply with all laws and regulations relating to the performance of the Services, including environmental protection, whether federal, provincial, municipal or local. The Contractor will also comply and conform to the requirements of such provincial and municipal codes, regulations, and bylaws of general application, which are designed to secure the health, safety, convenience and welfare of the inhabitants or occupiers of buildings and structures as if the Airport were a property other than a federal public property. Where more than one law or regulation applies, the more stringent provision will apply.

## **6.3 KEYS**

- 6.3.1 The VAA will provide to the Contractor a sufficient number of keys as may be required for use by the Contractor's personnel to access the Facilities. Key holders will be subject to the following conditions of issue:
- a) all keys to the Facilities are the sole property of the VAA;
  - b) keys will not be duplicated without the express authorization of the VAA;
  - c) keys must be safeguarded at all times and any loss or theft will be immediately reported to the VAA; and
  - d) keys will be surrendered to the VAA immediately upon termination or expiration of this Contract, or when there is no further requirement for them.

**ARTICLE 7 • ADMINISTRATION****7.1 INDEPENDENT STATUS**

7.1.1 The parties expressly acknowledge that the Contractor is an independent contractor and neither an agency, partnership, joint venture, joint enterprise, nor an employer-employee relationship is intended or created by this Contract.

7.1.2 The Contractor will be solely responsible for all matters relating to:

- a) the statutory deduction of all taxes, employment insurance, Canada Pension Plan and any other similar matter required by law;
- b) leave, remuneration, insurance premiums and discipline of its personnel and SubContractors; and
- c) all licenses and permits which are or may become required to perform the Services.

7.1.3 Notwithstanding the foregoing, while the Contractor is solely responsible for the method and manner of performing and completing the Services, the Contractor acknowledges that the VAA has the right to:

- a) supervise the Services performed at the Airport for compliance with VAA policies, procedures, security measures, safety and environmental laws, regulations and procedures; and
- b) supervise or review the performance of the Services for quality control within the Scope of Service requirements as set out in Schedule 'B': *Scope of Service*, and the terms and conditions of this Contract.

**7.2 WORKERS' COMPENSATION**

7.2.1 It is the Contractor's responsibility to determine if coverage is required under the *Workers' Compensation Act of British Columbia*, R.S.B.C. 1996 c 492, as amended, (or any replacement statute).

7.2.2 The Contractor unconditionally guarantees to the VAA full compliance with the conditions, regulations and laws relating to Workers' Compensation by the Contractor.

7.2.3 Any penalties, fines, financial assessments and the like resulting from any failure on the part of the Contractor to comply with the provisions of the *Workers' Compensation Act*

will be paid by the Contractor when due. The Contractor agrees to indemnify and save harmless the VAA with respect thereto.

### **7.3 PERSONNEL**

- 7.3.1 The Contractor will be responsible for the hiring, dismissal, discipline, training, direction and control of all personnel required to perform the Services under this Contract.
- 7.3.2 The Contractor will ensure that all its personnel are polite and courteous at all times to the travelling members of the public and Airport employees. The Contractor will, upon the request of the VAA, remove any personnel who, in the opinion of the VAA, is incompetent or has acted improperly, and the Contractor will not permit a person who has been removed to return to the work site unless the prior written consent of the VAA has been obtained.
- 7.3.2 If the VAA determines that national security is involved, it may instruct the Contractor to provide information concerning any Person or Persons employed by the Contractor on the Airport and may require the removal of any such Person or Persons from the Airport if determined to be necessary for national security. The Contractor shall comply with instructions from the VAA pursuant to this Section 7.3.

### **7.4 SUBCONTRACTORS**

- 7.4.1 The Contractor will not retain or employ any SubContractor or supplier to perform any part of its obligations under this Contract without the prior, written consent of the VAA.
- 7.4.2 The VAA may, for reasonable cause, object to the use of a proposed SubContractor or supplier and require the Contractor to employ another, to whom the VAA has no reasonable objection.
- 7.4.3 The Contractor may not change SubContractors or suppliers, once agreed upon, without the prior, written consent of the VAA.
- 7.4.4 The Contractor shall ensure that any SubContractor will adhere to all of the Contractor's obligations and requirements under this Contract as if they were the Contractor themselves and that the subcontracting by the Contractor of any portion of the Services does not absolve the Contractor of any of its responsibilities and obligations hereunder. The Contractor will preserve and protect the rights of the VAA with all SubContractors and suppliers it employs and will:
  - a) enter into written contracts with such Persons to require them to perform their work under this Contract;

- b) incorporate all the terms and conditions of this Contract into all contracts with SubContractors and suppliers; and
- c) be as fully responsible to the VAA for the acts and omissions of SubContractors and suppliers and other persons employed by them , directly or indirectly, as the Contractor is for the acts and omissions of the Contractor's own employees.

## **7.5 LABOUR AND INDUSTRIAL RELATIONS**

7.5.1 The Contractor will make every effort to perform the Services and/or cause his SubContractors and suppliers to perform the Services, both on and off the Airport, in a manner which avoids all labour disputes, including compliance with any rules or instructions issued by the VAA regarding industrial relations.

7.5.2 In the event of any actual or threatened labour dispute involving employees of the Contractor or any SubContractor or supplier, whether at the Airport or elsewhere, which will or may affect performance of the Services, the Contractor will:

- a) immediately notify the VAA of any current, pending, or threatened labour dispute;
- b) take all steps reasonably necessary to avoid and mitigate the delays, damages and other effects of an interruption;
- c) within eight (8) hours after the commencement of any labour dispute, provide to the VAA a full report on such dispute including, to the extent known to the Contractor, the cause of the dispute, the employer and employees affected or involved, the action being taken to end the dispute and the known or probable effect on the Services;
- d) continue such reporting to the VAA as may be requested by the VAA; and
- e) work with the VAA to minimize the impact of the interruption, which may include locating and arranging substitute service providers to ensure that the continuity and performance of the Services will not be jeopardized, and all on such terms and conditions as the VAA, in its discretion, considers necessary.

Notwithstanding the foregoing, if the Interruption extends for a period in excess of seven (7) consecutive Days, the VAA may at its sole discretion and in addition to the rights and remedies available to it under this Contract, elect to suspend or terminate this Contract in whole or in part immediately upon written notice to the Contractor.

**7.6 WARRANTY ON PARTS AND MATERIALS**

- 7.6.1 In the event of any parts and/or materials which are installed or replaced under this Contract, the Contractor will ensure that any and all manufacturers' or sellers' warranties or guarantees are obtained in the name of the VAA and submitted to the VAA.

**7.7 CONFIDENTIAL INFORMATION**

- 7.7.1 The Contractor agrees that all knowledge and information of the VAA's business, inventions, discoveries, or any confidential or secure information, knowledge or data of the VAA or the Airport generally which the Contractor may be given, obtain, acquire or discover directly or indirectly, before, during, or after the performance of the Services will be kept in strict confidence and will not be divulged or disclosed to any Person before, during or after completion of the Services, except as may be essential to perform the Services.

**7.8 RECORDS; OWNERSHIP OF DOCUMENTATION AND PROPERTY**

- 7.8.1 The Contractor will treat as strictly confidential all Records, and any information contained in such Records, which are provided to or obtained by the Contractor or to which the Contractor has access, as a result of this Contract or in the performance of the Services, whether or not such Records are provided by the VAA.

Originals and copies of all Records, documentation and property provided by the VAA to the Contractor will be and will remain the exclusive property of the VAA and will be delivered by the Contractor to the VAA immediately upon the VAA's written request to the Contractor and will, in any event be returned to the VAA forthwith upon termination or expiration of the Contract.

- 7.8.2 All documentation prepared or property produced by or at the discretion of the Contractor directly or indirectly in connection with the Services, which the VAA in its sole discretion determines may have intellectual property value, will be deemed owned by and to be the sole property of the VAA. The Contractor further agrees to execute any documents or do any acts, which the VAA may reasonably require to perfect such ownership.
- 7.8.3 The Contractor shall not to publish, release or disclose any Records or information to any third party at any time during or after the Term. No copies, extracts or other reproduction of any Records or property shall be made by the Contractor without the prior express written permission of the VAA save and except to the extent to which such copies, extracts or other reproductions are necessary to enable the Contractor

and / or its workers to fulfil their obligations under this Contract.

- 7.8.4 If requested by the VAA, the Contractor will do all things necessary to transfer any intellectual property to the VAA and to preserve and protect the VAA's property rights in the intellectual property throughout the world.
- 7.8.5 The Contractor further agrees to join in and cooperate with the VAA in any defence or assertion of the VAA's intellectual property rights including without limitation any moral rights in copyrighted material.

## **ARTICLE 8 • PROTECTION OF PERSONS AND PROPERTY**

### **8.1 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS**

- 8.1.1 The Contractor will, in the performance of the Services and at its own expense, do whatever is necessary to ensure that:
- a) no Person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor 's activities;
  - b) fire and other property damage hazards in or about the Facilities are eliminated; and
  - c) the health and safety of all Persons employed in the performance of the Services is not endangered by the method, manner or means of its performance.
- 8.1.2 The VAA may direct the Contractor to do such things and to perform such additional Services as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of Subsection 8.1.1, and the Contractor will promptly comply at its own expense with any such VAA direction.

### **8.2 LIABILITY FOR INJURY AND/OR DAMAGE**

- 8.2.1 The Contractor will be solely responsible for all claims, including costs of investigation and defence by any party bringing a claim in respect of:
- a) personal injury, or infringement of any personal or civil right; or
  - b) damage to lands, buildings, structures, roads or property of any kind or description; or

- c) any infringement of any right, privilege, easement or statutory right of way whatsoever;

occasioned by the performance of the Services or any part of the Services, caused directly or indirectly by any act or omission, whether deliberate, negligent or purely accidental, of the Contractor or occasioned by defective work of the Contractor and the Contractor will promptly make good any claims, including costs of investigation and defence, immediately upon demand being made.

8.2.2 The VAA may:

- a) direct the Contractor to do such things and to perform such additional Services as the VAA considers reasonable and necessary to ensure compliance with or to remedy any breach of Subsection 8.2.1; and
- b) in the event the Contractor fails to make good any loss or damage for which it is liable within a reasonable time after being directed to do so by the VAA, the VAA may cause the loss or damage to be made good, at the Contractor's cost and expense.

## ARTICLE 9 • INSURANCE

9.1.1 Without limiting any other obligation or liability of the Contractor under the Contract, the Contractor will, at its own expense purchase, provide and at all times maintain during the Term of this Contract the following insurance:

- a) Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence involving bodily injury, death or property (or such higher limits as may be required by the VAA or any other competent authority acting reasonably), and protecting the Contractor and the VAA. Such policy, subject to the terms and conditions thereof, will pay on behalf of the insureds all sums which the insureds become legally obligated to pay against claims for personal injury (including death), or loss or damage to property including loss of use and occupancy arising out of or related to the Services of the Contractor hereunder or arising out of an act or omission of the Contractor.
- b) Standard owners' form automobile policy providing third party liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00), and accident benefit insurance, covering all licensed vehicles owned or operated by or on behalf of the Contractor.

- c) "All Risk" equipment insurance for full replacement cost/actual value covering owned and non-owned mobile equipment, property & construction or testing tools and machinery and equipment used by the Contractor under this Contract and in the performance of the Services.
- 9.1.2 All required insurance policies will be with insurers licensed to underwrite insurance in the Province of British Columbia which are acceptable to the VAA.
- 9.1.3 All insurance to be provided by the Contractor will be maintained continuously during the Term of this Contract and the Contractor will cause each and every policy of the insurance to:
- a) with respect to liability insurance, be enforceable by any named or additional insured thereunder;
  - b) be primary to and non-contributing with any other insurance available to the VAA;
  - c) provide that the VAA be additional insureds thereunder, as their interests may appear;
  - d) provide for no less than thirty (30) Days prior written notice to the VAA of any cancellation, including cancellation for non-payment of premium, suspension or adverse material change in the insurance;
  - e) include a "severability of interest" clause ;
  - f) be written on an occurrence form basis; and
  - g) Subsections 9.1.3 (a), (c), (d), and (e) will not apply to policies issued by the Insurance Corporation of British Columbia.
- 9.1.4 Prior to the commencement date of the Contract, the Contractor will provide the VAA with a certificate of insurance issued by the Contractor's insurance company, insurance broker or agency, certifying that all such insurance required herein is in force and will also, at least ten (10) days prior to expiry of each policy of insurance, furnish documentary evidence satisfactory to the VAA that the renewal or continuance of such insurance has taken place prior to the expiry date(s) thereof.
- 9.1.5 Upon the request of the VAA, the Contractor will supply to the VAA certified copies of all policies of insurance to be provided by the Contractor as proof positive that such insurance required under the Contract is in force.

- 9.1.6 If the Contractor fails to provide, maintain or pay for insurance or fails to provide documentary evidence of such insurance, all as required by this Contract, then such failure will constitute a default by the Contractor under this Contract. The VAA will have the right, but not the obligation, to provide, maintain and pay for such insurance and give evidence thereof to the Contractor, in which case the cost thereof will, at the option of the VAA, be payable by the Contractor to the VAA on demand.
- 9.1.7 Nothing herein contained will be construed so as to prevent the Contractor at its sole cost and expense, from taking out insurance for greater amounts or against additional perils than may be required under this Contract.
- 9.1.8 Nothing described herein will limit or restrict the liability of the Contractor in any way. Furthermore, the unavailability of any insurance required herein will not reduce or waive any of the Contractor's obligations to indemnify the VAA or the Crown as required under this Contract.

## **ARTICLE 10 • INDEMNIFICATION & LIMITATIONS OF LIABILITY**

### **10.1 INDEMNIFICATION**

- 10.1.1 The Contractor assumes the entire responsibility and liability for and will indemnify, protect and hold harmless the VAA and the Crown from and against all liabilities, suits, actions, judicial or administrative proceedings, claims, demands, damages, penalties, fines, costs and expenses of whatsoever kind or character including but not limited to all costs and fees for investigation and defence thereof arising out of or alleged to have arisen out of any act, or connected directly or indirectly with any act or omission of the Contractor, whether accidental, negligent, or deliberate, under this Contract or the Services to be performed hereunder including, but not limiting or restricting the generality of the foregoing, the following:

- a) all injuries to persons, including fatal injuries; and
- b) all other damages to property and claims and demands with respect thereto.

Neither this indemnity, nor any action taken by the VAA to enforce this indemnity will restrict in any way the rights of the VAA to terminate this Contract pursuant to Section 11.1, or to exercise its rights under Section 10.1.4.

- 10.1.2 The Contractor will also indemnify the VAA and the Crown from all costs, charges and expenses sustained or incurred by the VAA in or about all claims, actions, suits and proceedings arising from any alleged or actual intellectual property infringement arising out of the performance of the Services or the Contractor's obligations under this Contract.

10.1.3 The Contractor will further indemnify and save harmless the VAA and the Crown against all damages, losses and costs sustained or incurred by the VAA or the Crown resulting from any such default or breach.

10.1.4 The Contractor further agrees that notwithstanding any statute or law to the contrary, the exercise of the VAA's or the Crown's rights in the Contract will not prejudice any other rights or recourse of the VAA or the Crown at law, in equity or under this Contract.

10.1.5 All obligations of the Contractor arising pursuant to this Section 10.1 by reason of any matter occurring prior to termination of this Contract, will notwithstanding any provision of this Contract or any law now or hereafter in force, continue in full force and effect until discharged.

## **10.2 LIMITATIONS OF LIABILITY**

10.2.1 Neither the VAA nor the Crown will be responsible or liable to the Contractor for any loss, injury or property damage suffered by the Contractor or other Person and caused by or in relation to:

- a) other contractors, occupants or other Persons for whom the VAA is not responsible at law;
- b) theft of property of the Contractor;
- c) any damage or loss insured or required to be insured by the Contractor under this Contract; and
- d) any act or omission by the VAA in curing or attempting to cure any default or breach of the Contractor under this Contract.

10.2.2 The Contractor hereby expressly assumes the risk in respect of the matters set out in Subsection 10.2.1, and agrees to indemnify and hold harmless the VAA and the Crown with respect thereto and releases the VAA and the Crown from any liability in respect thereof.

## **ARTICLE 11 • TERMINATION**

**11.1 TERMINATION FOR CAUSE**

11.1.1 The VAA may in its sole discretion terminate this Contract forthwith without notice upon the happening of any of the following events:

- a) an Order is made or a resolution is passed or a petition is filed for the liquidation or winding-up of the Contractor;
- b) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- c) on becoming bankrupt or insolvent makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors;
- d) a receiver or receiver manager of any property of the Contractor is appointed;
- e) the Contractor ceases in the reasonable opinion of the VAA to carry on business;
- f) the Contractor has in any way become unable or unwilling to carry on the Services or any part thereof;
- g) the Contractor has abandoned the provision of the Services or any part thereof;
- h) the Contractor comes under the direct or indirect control of any corporation or person who does not control it at the date of execution of this Contract;
- i) the Head Lease between the VAA and the Crown is terminated for any reason whatsoever;
- j) the Contractor has committed what the VAA in its sole discretion determines is a breach of a fundamental term of this Contract including, without limitation, the types of breaches of Contract referred to in Subsection 11.1.2, which the VAA in its sole discretion determines is of such a serious nature as to warrant immediate termination of this Contract without giving the Contractor notice under Subsection 11.1.2 to remedy any such breach of the Contract.

11.1.2 If at any time the VAA determines in its sole discretion that the Contractor's performance is unsatisfactory including, without limitation:

- a) the Contractor has failed or is failing to diligently perform the Services stipulated

for in this Contract or has failed to comply with the instructions of the VAA;

- b) the Contractor has failed or is failing to supply enough competent personnel or management as is necessary to ensure performance of the Services under this Contract;
- c) the Contractor has failed to observe or has breached any other term, condition or provision of this Contract;

the VAA may notify the Contractor in writing that it is in default of its contractual obligations and instruct it to remedy the default within a period to be stipulated by the VAA, in its sole discretion. If the Contractor fails to correct the default within the stipulated period after receipt of notice from the VAA, or if the VAA has determined in its sole discretion that the default cannot reasonably be remedied within the stipulated period and the Contractor fails to:

- a) commence correction of the default promptly upon receipt of the VAA's notice;
- b) provide the VAA with an acceptable schedule for such correction; or
- c) complete the correction in accordance with such schedule;

then the VAA will be entitled to terminate this Contract forthwith without further notice to the Contractor.

**11.1.3** In the event of termination of this Contract pursuant to this Section 11.1:

- a) the Contractor will be liable to pay the VAA upon demand for all loss, costs or damages incurred by the VAA as a result of such termination, including without limitation damages equal to costs incurred in having the Services performed by another contractor, plus such additional charges as may be applicable with the policies of the VAA for administration and overhead; and
- b) the VAA will determine the amount (if any) due or accruing due to the Contractor prior to the date of termination and subject to this Section 11.1, all of the Contractor's right to further payment is extinguished upon the effective date of such termination.

**11.2 REMEDIES**

**11.2.1** Termination of this Contract will be without prejudice to any and all other remedies

pursuant to this Contract or at law which the VAA may have as a result of the Contractor's failure to observe and perform the terms and conditions of this Contract.

- 11.2.2 The rights, powers and remedies conferred upon the VAA under this Contract are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the VAA either under this Contract, at law or in equity and the exercise by the VAA of any right, power or remedy will not preclude the simultaneous or later exercise by the VAA of any other right, power or remedy.

### **11.3 SET-OFF**

- 11.3.1 If, under this Contract, the Contractor becomes obligated or liable to pay any sum of money to the VAA, then that sum may, at the election of the VAA and without limiting or restricting any other remedies of the VAA under this Contract or at law, be set-off against and be applied against any sum owed to the Contractor hereunder.

## **ARTICLE 12 • DISPUTES**

### **12.1 DISPUTE RESOLUTION**

- 12.1.1 Each party will endeavour honestly and in good faith to identify and resolve promptly by agreement all disputes and issues related to this Contract or the performance of the Services.
- 12.1.2 If the parties are unable to resolve a dispute they will give due consideration to engaging in alternative dispute resolution procedures, including without limitation, mediation or arbitration, that the parties consider suitable and appropriate with respect to the resolution of any such dispute or issue.
- 12.1.3 The Contractor will not stop or delay performance of the Services pending resolution of any such dispute or issue, but may give notice to the VAA promptly upon becoming aware that such a dispute or issue exists that the Contractor is performing under protest, in which case the Contractor does not prejudice any of its legal rights in relation to that dispute or issue.

### **12.2 ARBITRATION**

- 12.2.1 Subject always to Subsection 12.2.2, either party may refer a dispute to arbitration, in which event the same will be determined by one arbitrator (provided the parties agree on such arbitrator) in accordance with the provisions of the *Arbitration Act of British*

*Columbia*, R.S.B.C. 1996 c.55 except that all proceedings will take place in Greater Victoria. If the parties do not agree upon an arbitrator within twenty (20) Business Days of notice of arbitration, each party will appoint their own arbitrator, who will then appoint a third arbitrator and the dispute referred to arbitration will be determined by three arbitrators in accordance with the provisions of the *Arbitration Act of British Columbia*, R.S.B.C. 1996 c.55.

12.2.2 Any dispute may be submitted to arbitration except:

- a) the breach or alleged breach of the confidentiality provisions of this Contract;
  - b) the fundamental breach or alleged fundamental breach of this Contract by either party; or
  - c) where this Contract has been lawfully terminated or suspended by VAA pursuant to this Contract;
- unless both parties otherwise agree.

### 12.3 JURISDICTION OF COURTS

12.3.1 Subject to the provisions of Section 12.1 and Section 12.2 hereof, the Courts of British Columbia will have the exclusive jurisdiction to entertain and determine all disputes and claims whether for specific performance, injunction, declaration or otherwise howsoever, both at law and in equity, arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of this Contract and to hear and determine all questions as to the validity, existence or enforceability thereof.

## ARTICLE 13 • GENERAL PROVISIONS

### 13.1 NOTICES

13.1.1 Whenever in this Contract it is required or permitted that notice or demand be given or served by either party to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if personally delivered, given by facsimile (and confirmed by mail), electronic mail, or sent by courier, priority post, or registered mail, return receipt requested, to the VAA or the Contractor, as appropriate, at their respective addresses and to the attention of the Contract Representative set out in Article 2 of this Contract.

13.1.2 Such addresses and facsimile numbers may be changed from time to time by either party giving notice to the other as above provided.

13.1.3 Notices given hereunder will be deemed effectively given to the party;

- a) if delivered personally to the party or its contract representative, on the day it is delivered;
- b) if forwarded by courier, priority post, or registered mail, on the earlier of the date it is delivered or the third day after it was sent; or
- c) if forwarded by facsimile or electronic mail, 24 hours after transmission with confirmed answer-back.

### **13.2 AMENDMENT**

- 13.2.1 This Contract may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or permitted assigns.

### **13.3 ASSIGNMENT AND SUBCONTRACTING**

- 13.3.1 The rights, interests, duties and obligations of the Contractor under this Contract will not be assigned by the Contractor in whole or in part, directly or indirectly, without the prior written consent of the VAA (which consent may be unreasonably withheld) and any attempt on the part of the Contractor to assign such rights, duties or obligations under this Contract without such consent will be of no effect.
- 13.3.2 Any sale, transfer or assignment of any shares in the capital of the Contractor resulting in a change of control different from that which exists at the date of this Contract, which change will be determined by the VAA, will be deemed to be an assignment of this Contract and the prior written consent of the VAA to such sale, transfer or assignment of such shares will be required, which consent may be unreasonably withheld.
- 13.3.3 The Contractor covenants and agrees to pay the VAA's solicitor and client costs relating to the VAA's consent to an assignment of this Contract and any documents relating thereto together with the VAA's administrative fee in an amount reasonably determined by the VAA.
- 13.3.4 The VAA shall not be obliged to consent to such assignment, transfer, or subcontract, where such assignment, transfer or subcontract is to a person whose financial standing, creditworthiness and experience is not equivalent to that of the principal of the Contract. The requirement by the VAA for satisfactory financial statements and credit reports, evidence of a satisfactory business history or business competence, and payment of costs shall be deemed to be reasonable requirements, and a refusal by the VAA to consent to a disposition due to deficiencies in any of the above regards shall not constitute an unreasonable withholding of consent.

- 13.3.5 No assignment of this Contract by the Contractor, nor implementation of any contract or subcontract between the Contractor and any third party even though consented to by the VAA, will exonerate the Contractor from liability under this Contract and for the due performance and completion of the Services thereby contracted for.

#### **13.4 CONTRACTUAL RELATIONSHIP**

- 13.4.1 Nothing in this Contract is intended to nor will it create any contractual relationship between the VAA and any SubContractor or supplier or their agents, employees or any other person performing any of the Services.
- 13.4.2 No implied terms or obligations of any kind by either of the parties will arise from anything in this Contract, and only the express covenants and agreements of this Contract will be binding upon the parties.
- 13.4.3 The provisions of this Contract constitute the entire agreement between the parties and supersede all previous communications, negotiations, statements, representations, and agreements either verbal or written between the parties relating to the Services.

#### **13.5 GOVERNING LAW**

- 13.5.1 This Contract will be governed and interpreted in accordance with the laws in force in the Province of British Columbia, subject always to any paramount or applicable federal laws. In the event that any provision of this Contract is in conflict with any provincial or federal law or regulation, such provision will be deemed modified to conform with such law or regulation and all other provisions will remain in full force and effect.
- 13.5.2 Nothing in this Contract is intended to nor will be construed as limiting, waiving or derogating from any Federal Crown prerogative.
- 13.5.3 Any reference in this Contract to all or any part of any statute, regulations or rule, will, unless otherwise stated, be a reference to that statute, regulation or rule or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

#### **13.6 INTERPRETATIONS**

- 13.6.1 If the Contractor is comprised of two or more persons or entities, all covenants, provisos, conditions or agreements will be construed as being joint as well as several.
- 13.6.2 Headings or captions are for convenience only, and are not to be construed as part of this

Contract and do not in any way limit or amplify the terms and provisions of this Contract.

13.6.3 References to the masculine or the singular will include the feminine or the plural as the context requires.

13.6.4 The invalidity of any section or subsection of a non-material nature will not affect any other section or subsection of this Contract which will be construed as if such invalid section or subsection were omitted.

13.6.5 Each party hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Contract.

### **13.7 SURVIVAL OF OBLIGATIONS**

13.7.1 All obligations of each party which by their nature require all or part of their performance or fulfilment after the expiry or termination of this Contract will (whether specifically provided for in this Contract or not) survive the expiry or termination of this Contract.

### **13.8 TIME OF THE ESSENCE**

13.8.1 All references to time in this Contract are conditions of the Contract and are of the essence of the Contract.

### **13.9 WAIVER**

13.9.1 Any waiver of default, breach or non-observance by the Contractor of any of its covenants or obligations hereunder will not operate as a waiver of the VAA's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the VAA.

[SIGNATURE PAGE FOLLOWS]

**EXECUTED** by the parties as at the date first written above.

**VICTORIA AIRPORT AUTHORITY:**

\_\_\_\_\_  
Elizabeth M. Brown, President and CEO

**[CONTRACTOR'S NAME]:**

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE 'A'****DEFINITIONS**

In this Contract, the following words and terms will have the meanings expressed below:

**"Ad Hoc"** means those work orders and requests for service that are to be performed at an hourly rate that are approved by the Manager, Facilities and IT or designate.

**"Airport"** means the Victoria International Airport.

**"AMRS"** means Airport Maintenance Reporting System.

**"Business Days"** means any day which is not a Saturday, Sunday or a statutory holiday observed in British Columbia and "Business Day" will have a corresponding meaning.

**"Contract"** has the meaning ascribed in Section 1.1 of this Contract.

**"Contract Documents"** means this Contract and includes all the documents listed under Section 1.1 of this Contract, and any subsequent written amendments thereto made pursuant to the provisions of this Contract and signed by the parties.

**"Contractor"** means the party or the parties of the second part as designated or described, and includes any of its successor or permitted assigns and also means any directors, officers, servants, employees, site foreman, agents, Sub-Contractors or suppliers of the Contractor and any other Person for whom the Contractor may be responsible for in law.

**"Contractor's Proposal"** means the Contractor's response, dated \_\_\_\_\_, 20\_\_, to the RFP, a copy of which Proposal is annexed to and forms an integral part of this Contract as Schedule "E" – *Contractor's Proposal*.

**"Crown"** means Her Majesty the Queen in Right of Canada as represented by the Minister of Transport.

**"Days"** means calendar days including Saturday, Sunday and statutory holidays observed in British Columbia.

**"Disaster"** means a catastrophic occurrence causing widespread destruction and distress and that effects the \_\_\_\_\_.

**"Emergency"** means an unexpected serious occurrence that effects the \_\_\_\_\_ and requires immediate and urgent action or assistance.

**"Expenses"** means those pre-approved expenses incurred by the Contractor for:

- a) Ad Hoc work outside the scope of PM but still within the \_\_\_\_\_, and
- b) Ad Hoc work outside the \_\_\_\_\_,

which expenses may include the cost of materials, labour and Subcontractors' fees. The Contractor may include a mark-up on materials and Subcontractors' fees, which mark-up may not exceed 10%.

**"Extraordinary Direct Operating Expenses"** means reasonable costs incurred by the Contractor while responding to a Disaster or Emergency.

**"Fees"** means the Contractor's Fixed Fee, which Fixed Fees are set out on an annual and monthly basis at Schedule 'C': *Statement of Fees*.

**"Fixed Fee"** shall have the same meaning as Fees.

**"Head Lease"** means that lease agreement dated for reference the 1st day of April 1997, by which Her Majesty the Queen in Right of Canada as represented by the Minister of Transport leased to the VAA certain lands and premises as described therein (the **"Airport Lands"**), encompassing the property generally known and described as the Victoria International Airport, (the **"Airport"**).

**"Hourly Rate"** means those hourly rates charged by the Contractor for Ad Hoc services, which hourly rates are set out at Schedule 'C': *Statement of Fees*.

**"Interest"** means the VAA's rate of interest which is equal to 2% per month, compounded monthly (26.824% per year).

**"Person"** means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government or government agency, authority or entity, however designated or constituted.

**"PM"** refers interchangeably to the Planned Maintenance and Preventative Maintenance service of equipment, systems, and infrastructure, as may be recommended by the equipment manufacturer to ensure trouble free operation and optimum results, as further described at Schedule 'B': *Scope of Service*.

**"Records"** means designs, drawings, models, plans, specifications, data, tapes, programs, documents, memoranda, reports, and other records in any form whatsoever.

**"RFP"** means the Request for Proposals issued by the VAA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and the document entitled, \_\_\_\_\_, which RFP is attached at Schedule 'D': *VAA's Request for Proposals*.

"**Services**" means collectively the PM and Ad Hoc services provided by the Contractor to the VAA with respect to the maintenance of the \_\_\_\_\_ and any additional services required pursuant to the Contract Documents, as further described at Schedule 'B': *Scope of Service*.

"**SubContractor**" means a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Services.

"**Term**" has the meaning ascribed to it in Article 2.

"**VAA**" means the Victoria Airport Authority, which is the party or parties of the first part as designated or described, and includes any of its successors and assigns; in any part of this Agreement that contains a release, hold harmless, indemnity or other exculpatory language in favour of the Authority; the term "Authority" also means any directors, officers, servants, employees, agents or contractors of the Authority and any other Person for whom the Authority may be responsible for in law.

## **SCHEDULE 'B'**

### **SCOPE OF SERVICE**

The Contractor will, to the satisfaction of the VAA and in accordance with this Contract, provide the Services with respect to the \_\_\_\_\_ and any additional services required pursuant to the Contract Documents (the "Services") as set out in more detail in the following documents which are attached to and form an integral part of this Contract:

1. Schedule B – Scope of Service;
2. VAA's Request for Proposals dated \_\_\_\_\_, 20\_\_, attached to this Contract at Schedule 'D'; and
3. Contractor's Proposal dated \_\_\_\_\_, 20\_\_, attached to this Contract at Schedule 'E'.

In the case of a conflict or inconsistency between the terms set out in the attached documents, the VAA's Request for Proposals shall take precedence.

In the case of a conflict or inconsistency between the Contractor's Proposal and the Articles of Agreement, the Articles of Agreement shall take precedence.

**SCHEDULE 'C'**

**STATEMENT OF FEES**

The VAA shall during the Term pay the Contractor Fees for performance of the Services in accordance with Article 5 of this Contract – *FINANCIAL*, and the Contractor's Proposal, \_\_\_\_\_, 20\_\_, and attached to Schedule 'E'.

In the case of a conflict or inconsistency between the financial terms set out in the Contractor's Proposal and Article 5 of this Contract, Article 5 of this Contract shall take precedence.

DRAFT

**SCHEDULE 'D'**

**VAA'S REQUEST FOR PROPOSALS**

DRAFT

**SCHEDULE 'E'**

**CONTRACTOR'S PROPOSAL**

Contractor's Proposal dated \_\_\_\_\_, 202\_\_, is attached to and forms this Schedule 'E'.

In the case of a conflict or inconsistency between the Articles of Agreement and the Contractor's Proposal, the Articles of Agreement shall take precedence.

DRAFT

**SCHEDULE 'F'**

**DRAWING**

DRAFT