



**VICTORIA INTERNATIONAL AIRPORT**

**NETWORK REPLACEMENT AND CYBER SECURITY UPGRADE**

**SERVICES CONTRACT**

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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 Successful delivery of live-site enterprise network upgrades in critical-infrastructure environments (the “Services”) at locations of similar size and complexity to the Airport, and as more particularly described in Schedule ‘F’ of this Contract – *Drawings, Technical Specifications, and Supporting Design Documents*.
- C.** The VAA’s Request for Proposals, issued the 27th day of August 2025 (the “RFP”), requested proposals for the provision of the Network Replacement and Cyber Security Upgrade services 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 Network Replacement and Cyber Security Upgrade services required by the VAA at the Airport, which Proposal is attached to this Contract at Schedule 'E' – *Contractor’s Proposal*.

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- E. VAA accepted the Contractor's Proposal as a basis for the negotiation of a contract with respect to the provision of the Network Replacement and Cyber Security Upgrade services 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': Drawings, Technical Specifications, and Supporting Design Documents; 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 **Tyler Gunderson** 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. 250.953.7558  
Cell No. 250.883.2114

Email: tyler.gunderson@yyj.ca  
Facsimile No. n/a

- 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 duration is active for the entire lifespan of the project, up to and including the Declaration of Total Completion, delivery of all required training, and submission of all required close-out documentation as outlined in the Technical Specifications within Schedule 'F' of this Contract.

### 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* and Schedule 'F': *Drawings, Technical Specifications, and Supporting Design Documents*.
- 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 in accordance with Section 26 01 00S of the Technical Specifications within Schedule 'F' of this Contract, containing the following information:

- (a) amount of Fixed Fee charged by the Contractor in accordance with the payment descriptions outlined in Clause 1.3, Section 26 01 00S of the Technical Specifications within Schedule 'F' of this Contract;

- (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 Network Replacement and Cyber Security Upgrade services 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 F – Drawings, Technical Specifications, and Supporting Design Documents
2. VAA’s Request for Proposals dated August 27<sup>th</sup>, 2025, 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.

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**SCHEDULE 'D'**

**VAA'S REQUEST FOR PROPOSALS**

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**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.

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**SCHEDULE 'F'**  
**DRAWINGS, TECHNICAL SPECIFICATIONS, AND SUPPORTING DESIGN DOCUMENTS**

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