

**WINNIPEG AIRPORT SERVICES CORP.
CONSULTING AND PROFESSIONAL SERVICE CONTRACT**

ARTICLES OF AGREEMENT

These **Articles of Agreement** are made as of the 22 day of November, 2019.

BETWEEN

**WASCO NORTH LTD.
("WASCO")**

- and -

**(TOWN OF FORT FRANCES)
("Client")**

WHEREAS the Client has requested that WASCO provide a proposal for the provision of professional airport operations, management and/or technical services;

AND WHEREAS the Client now wishes to enter an agreement with WASCO for the provision of the Services and the Contractor has agreed to provide such Services to the Client;

AND WHEREAS the Client and WASCO now wish to set out the terms and conditions relating to the provision of such Services;

NOW THEREFORE the Client and WASCO agree as follows:

"Agreement" means this contract between the Client and WASCO for the provision of the Services;

"Services" means those Services outlined and described in the Contractor's Proposal dated September 24, 2019 and attached hereto as **Appendix "A"**.

1. SERVICES

1.1. Services

- 1.1.1. WASCO agrees to fully perform the Services in a competent, timely and professional manner to the reasonable satisfaction of the Client within the term and for the price set out herein;
- 1.1.2. WASCO will perform the Services to the standards set out in the Proposal unless the parties otherwise agree, in writing.

1.2. Client Performance Obligations in Respect of the Services

- 1.2.1. The Client acknowledges and agrees the nature of the Services is such that in providing the Services WASCO is obliged to rely upon and is relying upon:
- (a) the ongoing cooperation, collaboration and full participation of the Client; and
 - (b) upon the accuracy, reliability and completeness of all information provided by the Client in respect of the Services.
- 1.2.2. The Client shall provide such cooperation, collaboration and participation as, in WASCO's reasonable professional opinion is necessary to enable it to provide the Services and shall make all reasonable efforts to ensure any information it provides to WASCO is reliable, accurate and complete (the Client's "**Service Obligations**").
- 1.2.3. The Client shall exercise all care, skill, and diligence of a prudent professional in discharging its Service Obligations and shall comply with all the terms and conditions of this Agreement.
- 1.2.4. To the extent the Client's failure to properly discharge its Service Obligations means WASCO is unable to, or materially hampered in its ability to provide the Services, WASCO shall not be in default of any obligation to provide such of the Services as are affected by the Client's failure. For the sake of certainty, the Clients' Service Obligations are not intended to oblige it to pay WASCO more than the Service Fees contemplated by this Agreement.
- 1.2.5. The Client represents it has provided or will, within reasonable time of the execution of this Agreement, provide WASCO with all of the documents, records and other relevant information required by WASCO to perform the Services.
- 1.2.6. During the performance of the Services WASCO shall be entitled to rely on the accuracy, reliability and completeness of the reports and information to be provided by the Client except where WASCO expressly acknowledges in writing any such information is or may be inaccurate, unreliable or incomplete.

1.3. WASCO's Performance Obligations in Respect of the Services

- 1.3.1. WASCO shall exercise all care, skill, and diligence of a prudent professional in performing the Services and shall comply with all the terms and conditions of this Agreement.
- 1.3.2. WASCO acknowledges and agrees the nature of the Services is such that in providing the Services WASCO must, subject to regulatory requirements, act reasonably in the expectations it can place on the Client in respect of the Client's ability to respond to information requests, corrective action and the like.
- 1.3.3. To the extent WASCO's failure to properly perform the Services means the Client is unable to, or materially hampered in its ability to meet its Services Obligations the Client shall not be in default of any obligation to meet such of its Service Obligations as are affected by WASCO's failure.

1.4. Non-Exclusivity

- 1.4.1. WASCO shall provide the Services to the Client on a non-exclusive basis and shall be free to undertake work for third parties during the Term and any Renewal Term (if any).

1.5. Changes, Alterations and Additional Services

- 1.5.1. After giving Notice to WASCO, the Client may, in writing, at any time after the execution of the agreement or the commencement of the Services propose an extension, increase, variation, deletion or other alteration of the Services or the insurance requirements set out herein (a “**Proposed Change**”).
- 1.5.2. The parties shall exchange such information as may reasonably be required to make an informed decision as to the nature and potential ramifications of the Proposed Change in respect of this Agreement.
- 1.5.3. If a Proposed Change necessitates additional staff, services, or costs, WASCO shall be paid in accordance with Article 14 for such additional staff employed directly therein, together with such expenses and disbursements as allowed under Article 14.
- 1.5.4. Any proposed reduction in the requirement for Services shall be the subject of negotiation and shall be confirmed in writing.

1.6. Term and Renewal

- 1.6.1. The term of this Agreement shall commence on October 25, 2019 and shall following final completion of the delivery of Services or end on January 31, 2019 (the “**Term**”) unless earlier terminated in accordance with Article 2 below or unless extended or renewed, by agreement in writing and in accordance with the following provisions:

Extension

- (a) This Agreement may be extended for up to a maximum of six (6) consecutive months following the end of the Term.
- (b) The party seeking to extend this Agreement must provide the other party one (1) months’ Notice of its desire to extend.
- (c) Any extension shall be considered to be part of the “Term”.

Renewal

- (a) This Agreement may be renewed for such additional period or periods, in minimum increments of one (1) year, as the parties may agree (a “**Renewal Term**”).
- (b) Any renewal, including modifications as to scope, pricing, or otherwise is subject to mutual agreement of the parties.
- (c) The party seeking to renew this Agreement must provide the other party Notice of its desire to renew not earlier than one (1) year, but not

later than six (6) months, prior to the expiry of the Term or of any Renewal Term.

2. TERMINATION

2.1. This Agreement may be terminated prior to the expiry of the Term or Renewal Term (if any):

- a) By the Client, on six (6) months' Notice if the Client, acting reasonably and in good faith, is satisfied WASCO has, without reasonable cause and despite repeated warning, repeatedly been in material default in the performance of the Services;
- b) By WASCO, on six (6) months' Notice, if WASCO, acting reasonably and in good faith, is satisfied the Client has, without reasonable cause and despite repeated warning, repeatedly been in material default in the performance of the Client's Service Obligations;
- c) By WASCO, on immediate Notice, where a material breach of the Client of a material obligation under this Agreement substantially frustrates or renders it impossible for WASCO to perform its obligations under this Agreement for a continuous period of one (1) month following Notice to remedy the same by the WASCO to the Client;
- d) By the Client, on immediate Notice, where a material breach of WASCO of a material obligation under this Agreement substantially frustrates or renders it impossible for the Client to perform its obligations under this Agreement for a continuous period of one (1) month following Notice to remedy the same by the Client to the WASCO;
- e) By WASCO on immediate Notice if WASCO, acting reasonably and in good faith and having provided the Client with warning commensurate with the seriousness of the issue, is of the professional opinion the Client has failed or neglected, without reasonable cause, to implement material recommendations related to the Services and such failure or neglect poses an imminent and serious danger to the safety or health of the public;
- f) By WASCO on immediate Notice for a failure by the Client to pay an undisputed invoice that is due and payable by the Client under this Agreement, within ten (10) business days of service of a Notice to the Client requesting payment of the overdue sum;
- g) By either party on immediate Notice if either Party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceedings, or becomes subject to direct control by a trustee, receiver or similar authority;
- h) By either party on two (2) weeks' Notice if an actual or potential labour dispute delays or threatens to materially delay timely performance of the Services or the Client's Service Obligations;

2.2. This Agreement shall terminate as of the day set out in the written Notice for

termination and WASCO shall forthwith invoice the Client for work performed up to the date of termination.

2.3. In the event this Agreement is terminated the Parties will co-operate in good faith and to the extent reasonable under the circumstances to ensure a smooth transition.

2.4. The rights of WASCO given in this article are in addition to, rather than a substitute for, any other rights WASCO may have under this agreement, or otherwise, for non- payment of WASCO's invoices by the Client.

3. INTELLECTUAL PROPERTY

3.1. Ownership of Intellectual Property

3.1.1. All materials and work product, including but not limited to any and all written material, graphs, diagrams, drawings, software, data, correspondence and other documents resulting from the Services, or prepared or developed by the WASCO in respect to the Services (the "**Work Product(s)**"), shall be the sole and exclusive property of the WASCO.

(a) Without limiting the generality of the foregoing, Work Product(s) shall include all designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts prepared or provided by WASCO in respect to the Services belongs to WASCO.

3.1.2. WASCO shall own exclusively and in perpetuity throughout the world, all right, title and interest existing now or in the future of every kind and character in and to the Work Product(s). All such rights shall vest in WASCO immediately upon the creation of the Work Product(s) and the provision of the Services by WASCO and shall remain vested in WASCO in perpetuity whether this Agreement concludes in its normal course or is terminated by either party as provided for herein.

3.1.3. To the extent the Client has prepared, developed or contributed intellectual property in respect of any Work Product(s) it hereby grants to WASCO throughout the world and in perpetuity, all right, title and interest the Client has, may, or will have in the future, including but not limited to copyright, in and to the Work Product(s) and the Client hereby waives any and all moral rights it has, may, or will have in such Work Product(s).

3.1.4. Notwithstanding the foregoing, WASCO shall grant to the Client a free, non-exclusive, perpetual licence to use the Work Product(s) at, and in respect of the airport(s) that are the subject of this Agreement, provided the Client accepts and uses them with no warranty as to their quality, suitability for the purpose and, in any event on the basis it uses such Work Product(s) at its own risk and without recourse against WASCO.

3.1.5. With the consent of the Client, WASCO may publish alone, or in conjunction with any other person, any articles, photographs, or other illustrations relating to the project. The Client's consent for the publication of such materials shall not be unreasonably withheld.

3.2. Patents

3.2.1. For the sake of certainty but without limiting the generality of the foregoing, all concepts, products, or processes which are:

- (a) produced by, or resulting from, the Services;
- (b) otherwise developed, or first reduced to practice, by WASCO in the performance of the Services; or

(c) patentable, capable of trademark, or otherwise,
shall be and remain the property of WASCO.

3.2.2. The Client shall have a non-exclusive, royalty-free licence to use all concepts, products, or processes, which are:

- (a) patentable, capable of trademark, or otherwise; or
- (b) produced by, or resulting from the Services, for the Term and for no other purpose, project or undertaking without the express written consent of WASCO.

4. CONFIDENTIAL INFORMATION

4.1. It is the responsibility of each party to identify to the other party all confidential information connected with this project.

4.2. Confidential information acquired in the course of this project shall not be used or divulged by either party, or their employees, consultants, subconsultants or agents, without the prior written approval of the other party, or as may be required by regulatory authorities having jurisdiction.

4.3. This requirement shall not prohibit WASCO from acting to correct or report a situation that WASCO may reasonably believe to endanger the safety or welfare of the public, provided WASCO notifies the Client that WASCO intends to provide such notice as soon as reasonably possible.

4.4. In the event that WASCO becomes legally compelled to disclose confidential information, WASCO shall forthwith notify the Client of this requirement. Such disclosure shall not result in any liability hereunder.

5. RECORDS

5.1. To provide data for the calculation of fees on a time basis, WASCO, WASCO's employees, consultants and subconsultants shall keep a detailed record of the hours worked by their staff employed on the project.

5.2. The Client may inspect these records during regular office hours, on receipt of reasonable notice respecting any item that the Client is required to pay on a time basis as a result of this agreement.

5.3. When requested by the Client, WASCO shall provide copies of receipts for

any disbursements for which WASCO claims payment under this agreement.

6. INDEMNIFICATION

- 6.1. Each party to this agreement shall indemnify and save harmless the other party from and against all claims, actions, losses, expenses, costs, or damages that the other party may suffer, sustain, or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, consultants, subconsultants or agents in the performance of this agreement.
- 6.2. The Client further agrees to hold harmless, indemnify, and defend WASCO and WASCO's, directors, officers, employees, consultants and sub-consultants from and against any and all claims, losses, damages, liability, and costs of defense arising out of, or in any way connected with, incidents or accidents resulting from safety hazards identified by WASCO, either within or outside of the Services, which were not adequately rectified by the Client.

7. DISCLOSURE

- 7.1. Before commencing the Services, WASCO, on WASCO's behalf and on behalf of WASCO's consultants and sub-consultants, shall disclose to the Client all existing affiliations with firms or individuals who may participate in the execution of the project. During the term of this agreement, WASCO and WASCO's sub-consultants shall also disclose to the Client any new affiliations. Upon receipt of this disclosure, the Client shall accept or reject the affiliated firms or individuals or shall terminate this Agreement.

8. APPROVAL BY OTHER AUTHORITIES

- 8.1. Unless otherwise provided in this Agreement, or explicitly required by legislation, where the work of WASCO is subject to the approval or review of an authority, government department, or agency other than the Client, preparation of applications for approval or review shall be the Client's responsibility.

9. CONSULTANTS/SUBCONSULTANTS

- 9.1. The consultants and sub-consultants forming part of WASCO's team are listed in Appendix A. These consultants and sub-consultants shall not be changed by WASCO without the Client's prior approval.

10. INSURANCE AND LIABILITY

10.1. General

- 10.1.1. The Client agrees that any and all claims that the Client has or hereafter may have against WASCO in any way arising out of or related to WASCO's duties and responsibilities pursuant to this agreement shall be limited to the value of the fees specified in Appendix B. For the purposes of this provision, "claim" or "claims" means a claim or claims in contract or tort and "WASCO" includes WASCO's officers, directors, employees, representatives and consultants.

10.2. Comprehensive General Liability and Automobile Insurance

- 10.2.1. The insurance coverage shall be \$5,000,000 for liability and \$2,000,000 for automobile insurance. When requested, WASCO shall provide the Client with proof of comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

10.3. Professional Liability Insurance (Errors and Omissions)

- 10.3.1. The insurance coverage shall be in the amount of \$ 2,000,000. When requested, WASCO shall provide to the Client proof of Professional Liability Insurance carried by WASCO.

10.4. Change in Insurance Coverage

- 10.4.1. It is understood and agreed that WASCO shall not change or cancel the insurance coverage provided for this project until 60 days after written notice of such change or cancellation has been personally delivered to the Client.

11. RESPONSIBILITIES OF THE CLIENT

11.1. General Responsibilities

- 11.1.1. The Client shall:
- (a) instruct WASCO fully as to the Client's requirements and make available to WASCO all relevant information WASCO requires, including objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. WASCO shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the Client, or the Client's consultants, whether such consultants are engaged at WASCO's request or not;
 - (b) engage others directly, where required by WASCO, to perform the specialized services necessary to enable WASCO to carry out fully WASCO's duties. The retention of such specialized services by the Client shall be subject to the joint approval of the Client and WASCO;

- (c) give WASCO the authority to act as the Client's agent in all matters falling within the scope of the Services;
- (d) review promptly all documentation submitted by WASCO, and inform WASCO of decisions in time for the orderly progress of WASCO's services and of the project;
- (e) obtain and pay for all required consents, approvals, licences, and permits from authorities having jurisdiction;
- (f) arrange and make provision for WASCO's entry and access to public and private property and the project site in the performance of the duties;
- (g) arrange and pay for tender advertising, and any legal, financial or insurance advice required for the project;
- (h) designate in writing a representative to have authority to transmit instructions to, and receive information from, WASCO, and advise WASCO in advance if this representative is to be changed;
- (i) notify WASCO immediately, whenever the Client, or the Client's representative, becomes aware of a defect or deficiency in the work, or the contract documents.

12. GOVERNANCE

12.1. Co-operative Governance Framework

12.1.1. Throughout the Term and the Renewal Term (if any) the Parties shall operate under a co-operative governance framework as set out in this Article.

12.1.2. The objectives of the co-operative governance framework are to:

- (a) Ensure effective and timely oversight, contract management and decision-making through clearly defined roles and responsibilities and reporting mechanisms;
- (b) Instill effective governance processes that provide for open and honest dialogue and the rapid escalation of relationship problems;
- (c) Effectively identify and resolve difficult issues through a process of cooperative interest-based negotiations involving timely escalation, as required, through the governance process;
- (d) Ensure an effective relationship management process exists throughout the life of the agreement including communication, decision-making, reporting, measurement, issue resolution and dispute resolution processes.

12.1.3. The Parties agree to adhere to the following guiding principles for governance:

- (a) The parties should be proactive in identifying sources of disagreement and discord and take timely action before they become matters of dispute;

- (b) Issues should be resolved through a process of cooperative discussions and negotiations at the lowest appropriate level in the governance hierarchy;
- (c) If any such issues cannot be resolved at that level, they will be escalated upwards in accordance with this governance framework;
- (d) Successful implementation of this agreement will require a high degree of co-operation, communication and co-ordination (collectively, “**Co-operation**”) between them. Each commits to provide the necessary Co-operation during the Term and agrees the failure to do so shall be a relevant consideration in the resolution of any dispute arising in respect of this Agreement;
- (e) Instill effective governance processes that provide for open and honest dialogue and the rapid escalation of relationship problems;
- (f) Effectively identify and resolve difficult issues through a process of cooperative interest-based negotiations involving timely escalation, as required, through the governance process;
- (g) Ensure an effective relationship management process exists throughout the life of the agreement including communication, decision-making, reporting, measurement, issue resolution and dispute resolution processes.

12.1.4. Any governance processes and procedures should enable the parties to:

- (a) Understand and execute their responsibilities and accountabilities under this Agreement;
- (b) Work co-operatively together over the Term, subject to the specific rights of a party under this Agreement;
- (c) Develop and maintain high quality relationships; and
- (d) Accommodate the life-cycle of the agreement and adapt to changing environments.

12.1.5. The Parties commit to utilizing this Governance Process, including by requiring their respective representatives to attend meetings and to participate in the activities associated with the effective governance of this Agreement.

12.2. **Governance Process**

12.2.1. To facilitate effective governance each Party shall assign:

- (a) An accountable contract manager to be the primary day-to-day point of contact for all issues related to this Agreement (collectively, the “**Contract Managers**”); and
- (b) A senior representative responsible for the overall implementation of this Agreement (collectively, the “**Senior Representatives**”).

12.2.2. The Contract Managers shall be responsible for all aspects of the day-to-day administration of this Agreement and, respectively, the performance of the Services and the Client’s Service Obligations. The Contract Managers shall

each have the authority to bind their respective principals in connection with the administration of this Agreement.

12.2.3. Any issues, disagreements, disputes, or the like (an “**Issue**”) related to this Agreement, the Services or the Client’s Service Obligations shall first be addressed by the Contract Managers.

12.2.4. In the event the Contract Managers are unable to resolve an Issue between them, the Issue shall be escalated to the Senior Representatives. The Contract Managers shall ensure the speed with which an Issue is escalated is commensurate with the significance and/or urgency of the situation and that the Senior Representatives are provided with such documentation and background information as they may reasonably require to make an informed decision in respect of the Issue.

13. **DISPUTE RESOLUTION**

13.1. In the event of any controversy or claim arising out of or relating to the Agreement, or the breach thereof (a “Dispute”) the parties agree that:

13.2. Both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any Dispute, which negotiations shall not terminate until the Senior Representatives shall have considered the Dispute. The parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.

13.3. If the parties are unable to resolve the Dispute in the foregoing manner within a period of twenty (20) business days or such other period as they may agree in writing, then upon Notice by either party to the other any unresolved Dispute shall be finally settled by arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The Rules can be found at:

https://www.icdr.org/sites/default/files/document_repository/ICDR-Canada-Rules-English.pdf

13.4. Any arbitration shall be conducted by a sole arbitrator in Winnipeg, Manitoba and the language of the arbitration shall be English.

13.5. The arbitrator’s award shall be final and binding upon the parties.

13.6. Without limiting the binding nature of the parties’ commitment to settle all Disputes by arbitration and without prejudice to a party’s right to challenge the right of the other party to bring a court proceeding, if for any reason, a party brings court proceedings in respect of the arbitration of a Dispute, or in respect of this Agreement, the parties hereby attorn to the exclusive jurisdiction of the Manitoba Court of Queen’s Bench for such proceedings.

14. FEES AND DISBURSEMENTS

14.1. Definitions

14.1.1. For the purpose of this agreement, the following definitions shall apply:

- (a) Hourly Billing Rate - The hourly billing rate is defined as the hourly rate for billing purposes for each of WASCO's employees working on the various phases of the project. It shall include charges for computers and equipment used by WASCO for the project. This rate is subject to cost of living and merit adjustments on 12-month intervals from the date of this agreement.
- (b) Site - Site includes the actual project site and other locations where the work is carried out.

14.2. Basis of Payment

14.2.1. The Client shall pay WASCO in accordance with Appendix B and the following articles.

14.3. Fees Calculated on a Time Basis

14.3.1. The Client shall pay WASCO a fee, calculated on a time basis, for that part of the services described as such in Article 1.1.1. Fees shall be computed on the basis of hourly billing rates as included in Appendix B, which forms part of this agreement.

14.3.2. All time expended on the assignment shall be chargeable, whether it is expended in WASCO's office, at the Client's premises, or elsewhere. Chargeable time also includes, but is not limited to, time expended by technical and clerical staff to prepare such documents as reports and specifications.

14.3.3. Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the fees calculated on a time basis.

14.4. Fees on a Lump-Sum Basis

14.4.1. The Client shall pay WASCO a lump-sum fee (fixed fee) in accordance with Appendix B for that part of the services described as such in Article 1.1.1. Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the lump-sum fee unless otherwise noted in Appendix B.

14.5. Reimbursable Expenses

14.5.1. WASCO shall be reimbursed at cost, plus an administrative charge as indicated in Appendix B for all reasonable expenses WASCO incurs properly in connection with the project, including applicable sales taxes. Reimbursable expenses include, but are not limited to:

- (a) vehicle use charges;
- (b) travelling and living expenses;
- (c) long-distance telephone and telecommunication charges;
- (d) printing and reproductions;
- (e) progress photographs;
- (f) special or express delivery charges;
- (g) overtime premiums;
- (h) the cost of providing and maintaining a site office;
- (i) supplies and equipment;
- (j) others.

14.6. Applicable Sales Taxes

- 14.6.1. Applicable sales taxes comprise federal and provincial sales taxes, and value-added taxes applicable to WASCO's fees or any other payments hereunder, such as the Retail Sales Tax and the Goods and Services Tax.

15. PAYMENT

15.1. When Fees are Calculated on a Time Basis

- 15.1.1. Unless the Client has consented to the contrary, WASCO shall submit monthly to the Client an invoice identifying the:
- a) WASCO's consultants' and sub-consultants' employees;
 - b) time spent by these employees on the project; and
 - c) hourly billing rates, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes for all services completed in the immediately preceding month.

15.2. When Fees are on a Lump-Sum Basis

- 15.2.1. WASCO shall monthly submit to the Client invoices based on the progress of the project. Monthly invoices shall include WASCO's fees, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes.

15.3. Payment by the Client

- 15.3.1. The Client shall pay within 30 days after submission all invoices WASCO submits to the Client under this agreement.
- 15.3.2. Interest at 1.5% per month shall be paid on the total unpaid balance, commencing 30 days after the date of WASCO's invoice.

16. GENERAL

16.1. Entire Agreement

- 16.1.1. This Agreement including Appendix A and Appendix B, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this agreement.

16.2. Law Governing Agreement

- 16.2.1. This agreement shall be governed by the law of the Province of Manitoba.

16.3. Enurement

- 16.3.1. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns, except as otherwise provided herein. Neither party may assign this Agreement without the prior written consent of the other.

16.4. Execution in Counterparts

- 16.4.1. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any Party by fax or electronically shall constitute valid and effective execution and delivery, but each Party shall retain an originally executed copy of the Agreement.

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the 22 day of NOVEMBER, 2019.

FOR WASCO

FOR THE CLIENT

JAMES LINDSEY
Name

Name

DIRECTOR, AIRPORTS
Title

Title

[Signature]
Signature

Signature

Jim McAndrews
Witness Name

Witness Name

General Counsel
Witness Title

Witness Title

[Signature]
Witness Signature

Witness Signature

APPENDIX A
SPECIFIC SERVICES PROVIDED UNDER THIS AGREEMENT



Town of Fort Frances

Attention:

Mr. Doug Brown
Administrator
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9

Tel: +1.807.274.9893
Email: dbrown@fortfrances.ca

Professional Services Proposal Internal Quality Assurance Audit of the Town of Fort Frances Municipal Airport Safety Management System RFP # 19-OF-12

September 24, 2019

Final Proposal Submission
Revision No.0 Dated September 24, 2019

Winnipeg Airport Services Corp.

201 – 2000 Wellington Avenue • Winnipeg, Manitoba R3H 1C2
Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



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1.0 INTRODUCTION

1.1. BACKGROUND

The Town of Fort Frances Municipal Airport (Airport) is a Transport Canada certified airport, owned and operated by the Town of Fort Frances under the leadership of the Airport Supervisor.

The Airport is served by a single paved runway, Runway 12-30, which measures 4,493 ft X 100 ft with published instrument approach procedures down to Non-Instrument limits. The airport is utilized by corporate, general aviation and medevac flight operations.

In accordance with Transport Canada regulatory requirements, the Airport is required to establish and maintain a Safety Management System inclusive of a Quality Assurance Program. Specifically, Canadian Aviation Regulations (CARs) states:

107.02 *The applicant for, or the holder of, a certificate referred to in subsections 107.01 (1) or (2) shall establish and maintain a Safety Management System.*

107.03 *A Safety Management System shall include g) a quality assurance program*

1.2. SCOPE OF WORK

As required per the Canadian Aviation Regulations (CARs) the objective of the quality assurance audit is to perform “*periodic reviews or audits of the activities authorized under a certificate*” (CARs 302.503(1)), which includes not just the physical airport infrastructure, but the performance and documentation of plans and programs outlined in the Airport Operations Manual.

The following outlines the plans and procedures authorized under the certificate:

- Airport Operations Manual
- Emergency Response Plan
- Obligations of the Operator
- Safety Management System
- TP312
- Wildlife Management Plan
- Winter Maintenance

As outlined in RFP #19-OF-12, the Airport is seeking qualified proponents to submit a proposal to conduct a full quality assurance audit of all activities authorized under the Fort Frances Municipal Airport operating certificate to ensure compliance with Canadian Aviation Regulations and per the Fort Frances Municipal Airport Safety Management System manual.

1.3. UNDERSTANDING THE PROJECT

Winnipeg Airport Services Corp. (WASCO) understands first hand the challenges and opportunities with operating airports and the associated regulatory compliance. As detailed below in our proposal submission, WASCO has developed an industry leading team of aviation Safety Management professionals, bridging the gap between 'consultant' and 'operator'. Our focus is partnership and leveraging our team to improve the safety and economic viability of airports of all sizes across Canada.

The Safety Management Team is led by Mr. James Lindsey, who has extensive experience in all aspects of aviation, including airport planning, design, regulatory compliance, operations and management. With nearly twenty years of aviation expertise, Mr. Lindsey understands the issues facing Canadian airports and airport operators.

WASCO is confident that our experienced dedicated SMS team has the skills, knowledge and experience to successfully deliver the work program and exceeding the expectations of the Fort Frances Municipal Airport and WASCO is committed to delivering on that promise.

2.0 WINNIPEG AIRPORT SERVICES CORP. (WASCO)

2.1. OVERVIEW

WASCO is a wholly owned subsidiary of Winnipeg Airports Authority operator of the Winnipeg James Armstrong Richardson International Airport, the 7th busiest airport in Canada in terms of passenger activity. WASCO, either directly or through our wholly owned subsidiaries and joint ventures, is dedicated to providing innovative and cost-effective Airport Operations, Airport Management, Facility Maintenance and Technical Services solutions to airports throughout Canada.

WASCO was conceived from the idea that the Winnipeg Airports Authority team has an expertise and passion that can be shared and leveraged beyond the immediate borders of the Winnipeg International Airport to support the greater aviation community.

With this vision, WASCO was created.

Our first major undertaking was the award of the airport operations and management concession for the Iqaluit International Airport. Awarded by the Government of Nunavut, this 30-year PPP (Public Private Partnership) was the first of its kind in Canada and includes the design, build, finance, maintenance and operation of the Iqaluit International Airport. Nunavut Airport Services Limited (NASL) – a wholly owned subsidiary of WASCO – holds the Transport Canada airport operating certificate and is responsible for airport management and operations for the contract period.

2.2. WASCO – MISSION, VISION & VALUES

At WASCO, we believe that the most successful relationships are those that are built on partnership and collaboration, and we implement this philosophy in every project in which we are engaged. Although we provide professional services, we are not a consultancy and do not engage in projects simply to generate revenue or create profit. In fact, our ideal financial model is based upon a cost-plus recovery basis providing open financial transparency to our clients.

Put simply, we believe that in the broader aviation community we are all partners, and as leaders within this community it is incumbent that we share and leverage our expertise to drive innovation and growth not just within our immediate borders, but throughout Canada and abroad.

Shared by our corporate parent company, Winnipeg Airports Authority, our vision at WASCO is to lead transportation, innovation and growth under the mission of:

“With our community, we provide excellent airport services and facilities in a fiscally prudent manner.”

We achieve our vision and execute our mission through the following values:

- Respect
- Integrity
- Service
- Excellence

Through these values, WASCO is able to deliver innovative and cost-effective solutions that will not only drive the change necessary to ensure both regulatory compliance and effective resource utilization but will do so while fostering a collaborative partnership with the Airport to achieve your corporate objectives for your stakeholders in your local community.

2.3. SIMILAR PROJECT EXPERIENCE

WASCO has extensive Safety Management System and Quality Assurance experience at airports both large and small throughout Canada, including:

Government of Nunavut – Nunavut Airports Division

WASCO, through our subsidiary WASCO North, was appointed in 2017 to develop, implement, administer and manage the Safety Management System and Quality Assurance Program for the twenty-four airports owned and operated by the Government of Nunavut – Nunavut Airports Division.

Due to several local staffing issues Nunavut Airports had effectively no Safety Management System and was at the beginning stages of enhanced enforcement with Transport Canada due to several outstanding compliance findings dating back to 2014. As a result, and at the urging of Transport Canada, WASCO was engaged to develop a comprehensive Corrective Action Plan that would both address outstanding historical findings but would also deliver a Safety Management System and Quality Assurance Program solution satisfying Transport Canada regulatory requirements.

The solution, developed in partnership with Transport Canada, would require an immediate Quality Assurance Audit of all twenty-four airports and development of a SMS team to process nearly 2,000 outstanding hazard reports and manage, not as a consultant but as a partner, the program on their behalf going forward.

The key to our partnership-based solution was for WASCO to be officially named as the person managing the Safety Management System per CARs 302.505. This both ensure that WASCO is able to make the requisite changes to the system and culture to meet Transport Canada regulatory requirements and industry best practices but to also enable direct access to Transport Canada to monitor the effectiveness of the program while exiting enhanced enforcement.

Over the past 12 months since assuming administration and management of the program, WASCO has achieved the following successes:

- Obtained Corrective Action Plan approval from Transport Canada on several major findings dating back to 2014
- Completed re-write and simplification of the Safety Management System
- Reduced the number of daily forms submitted by airports from six to two (daily inspection report and hazard event report).
- Implemented a new digital reporting system (previously fax reports were used)

- Development of standard templates for Hazard Identification Risk Assessments, Safety Cases (proactive reporting), Five-Why's Root Cause Analysis and Hazard Registry
- Investigated several new software solutions to facilitate the reporting and documentation of hazard reporting, including: Q5, iAuditor (and associated Spotlight), SmartSheet with analytical support using Power BI, and digital fillable Adobe PDF
- Increased the daily participation rate of airports from less than 50% to over 85%
- Through review of the daily inspection reports, identified more than 1,500 hazards beyond those reported by individual airports
- Completed the first Quality Assurance Audit of all twenty-four airports in 2017
- Initiated the three-year cyclical Quality Assurance Audits at ten airports in 2018
- Facilitated twenty-four table-top Emergency Response Plan exercises in twenty days (including debrief and submission to Transport Canada) following immediate Transport Canada finding
- Participated on sixteen Program Validation Inspections / Process Inspections in 2017 and 2018
- Reduced the number of outstanding hazard reports from over 1,200 to roughly 100
- Development of an intuitive 'health check' dashboard for use by Nunavut Airport management including Accountable Executive (Deputy Minister)

Winnipeg International Airport – Winnipeg Airports Authority

Historically, the person managing the Safety Management System at the Winnipeg International Airport was the Manager, Airside Facilities. However, due to several factors daily administration of the program was falling behind, particularly in the areas of documentation. This finding is not uncommon as airports struggle to adequately document corrective actions and the effectiveness of those corrective actions.

Appreciating the success of the Nunavut Airports solution, Winnipeg Airports Authority engaged WASCO to similarly simplify their Safety Management System and provide support through the appointment of a Manager and other support staff to ensure the success of the program. This included review of outstanding hazard reports and developing new systems to identify hazards through the daily 'tickets' logged by the Airport Operations Center using Maximo.

WASCO is further supporting Winnipeg Airports Authority through the custom development of a Safety Management interface in Maximo – scheduled for completion in 2019.

Iqaluit International Airport – Nunavut Airport Services Limited

WASCO, through our wholly owned subsidiary Nunavut Airport Services Limited, was engaged by the Government of Nunavut to maintain and operate the Iqaluit International Airport on a thirty-year P3 concession agreement. WASCO provides full Safety Management System services for the Iqaluit International Airport through our SMS Team.

Michael O’Gorman, Managing Director for WASCO, is also the Accountable Executive for the Iqaluit International Airport.

Thunder Bay Airport, Ontario

WASCO was recently retained by the Thunder Bay Airport Authority to conduct a full external Safety Management System Quality Assurance Audit in accordance with Transport Canada regulatory requirements. In alignment with our partnership model, WASCO has not only completed the audit and delivered the findings, but it is in the process of working with the Thunder Bay Airport Authority to draft the Corrective Action Plans on their behalf and in accordance with their Safety Management System for their implementation.

This work program is scheduled to be completed by the end of May 2019.

The Pas Airport, Manitoba

The Pas Airport is a small community Airport in northern Manitoba with daily scheduled passenger service by Calm Air. The Airport is a base for Manitoba Sustainable Resources (Wildfire Program) during summer months and is frequently used for medevac purposes.

In late 2016 WASCO was engaged by the Town of The Pas to provide Airport Management services. Due to challenges in filling a long-standing Airport Manager vacancy which ultimately resulted in enhanced enforcement, Transport Canada recommended WASCO to fill this vacancy through long-term contract. Under the terms of the agreement, the Airport would continue to be owned and operated by the Town, however WASCO would provide an Airport Manager, working on a rotational basis from Winnipeg.

Prior to the Government of Nunavut contract, the Safety Management System for The Pas was overhauled and simplified and managed internally by Mr. James Lindsey, who was appointed Airport Manager. Following the establishment and stabilization of the Government of Nunavut contract the Safety Management System was transitioned to the SMS team.

Additional SMS Services

The WASCO team has also provided Safety Management System program support to other airports throughout Canada, including delivering Risk Assessment Workshops and developing Corrective Action Plans for review and approval by Transport Canada.

Quality Management Program

Outside of Safety Management Systems, WASCO also operates three ISO Certified operations, including the entire Iqaluit International Airport maintenance and operation, the Airport Operations Centre, Pass Office and Baggage Operations at the Winnipeg International Airport and activities at the Kelowna International Airport.

Several WASCO staff are certified as ISO 9001:2015 Lead Auditors, including our Quality Manager and Airport Safety Programs Auditor.

2.4. CORPORATE AUDITING EXPERIENCE

WASCO has extensive experience inclusive and beyond that required per the Canadian Aviation Regulations. In addition to our experience in delivering Safety Management Systems for twenty-seven airports, conducting Canadian Aviation Regulations Quality Assurance Audits for thirty-nine airports over the past five-years, WASCO also administers and manages three different ISO 9001 Certified airport operational environments, which includes:

- Iqaluit International Airport – Entire Airport Operations and Management
- Winnipeg International Airport
 - Airport Operations Centre
 - Pass Office
 - Baggage Operations Centre
- Kelowna International Airport
 - Airport Facility Maintenance
 - Janitorial Services
 - Airfield Electrical Services

Under these programs, WASCO is required to conduct annual performance services audits and participate in re-Certification audits to maintain ISO certification. With respect to the Iqaluit International Airport, under the term of the 30-year P3 (Public Private Partnership) WASCO is required to conduct annual audits of key airport plans, both regulatory and non-regulatory. These audits are then submitted to the Government of Nunavut in accordance with the Project Agreement.

WASCO has three staff, two of which are the SMS Auditors, who are certified as ISO Lead Auditors, with the third being the Manager responsible for auditing the Iqaluit International Airport ISO and Project Agreement audits.

2.5. FAMILIARITY WITH TRANSPORT CANADA

WASCO has extensive experience and familiarity with Transport Canada regulatory requirements, as demonstrated through our management of three different airport operating certificates through either WASCO, our parent company or our wholly owned subsidiaries. These airports include The Pas Airport, the Iqaluit International Airport and the Winnipeg James Armstrong Richardson International Airport.

Further to this, WASCO is directly associated with the operation of twenty-five other airports, including the twenty-four airports owned and operated by the Government of Nunavut and the Kelowna International Airport.

Additionally, WASCO staff, including Mr. Lindsey and several other key staff, have extensive experience in airport operations, management, planning, design and regulatory compliance. Our team works closely with Transport Canada on behalf of our airport partners, having participated and supported over eighteen Transport Canada Program Validation Inspection (PVI) or Process Inspection (PI) audits conducted by Transport Canada over the past three years.

2.6. PREVIOUS TRANSPORT CANADA AVIATION AUDIT EXPERIENCE

Over the past five years, WASCO has completed thirty-nine full or partial Safety Management Systems Quality Assurance Program Audits at the following airports:

- Nunavut Airports – 38 Audits at 24 Airport Sites
- Winnipeg International Airport (Partial Audit)
- Thunder Bay International Airport (Full Audit)
- Kelowna International Airport (Partial Audit)
- Iqaluit International Airport (Partial Audit)
- The Pas Airport (Full Audit)

2.7. PROJECT REFERENCES

Airport The Pas Airport
Client Name Randi Salamanowicz
Chief Administrative Officer
Town of The Pas
Client Contact Phone: +1.204.627.1109
Email: randis@townofthepas.ca

Airport Thunder Bay International Airport
Client Name Ryan Brading
Manager Airport Services
Thunder Bay International Airport Authority Inc.
Client Contact Phone: +1.807.473.2617
Email: ryan.brading@tbairport.on.ca

Airport Nunavut Airports Division
Client Name Jamie Makpah
Director, Nunavut Airports Division
Government of Nunavut
Client Contact Phone: +1.867.645.8203
Email: jmakpah@gov.nu.ca

2.8. ABILITY TO DELIVER

WASCO commits that our team has the capability to deliver the work program, as detailed above, in conjunction with any existing or future commitments.

3.0 PROJECT TEAM MEMBERS

3.1. MANAGEMENT TEAM

The following summarizes the skills, knowledge and experience of our project management team, of which their resumes can be found attached in Appendix C:

James Lindsey, A.A.E
Director, Airports

Mr. James Lindsey has over fifteen years of industry experience, most recently as Director, Airports. As a member of the executive team, Mr. Lindsey is responsible for the execution of airport management and technical services contracts including the delivery of Safety Management System administration and management to twenty-seven airports throughout Canada.

Mr. Lindsey's academic background includes a Master of Science in Airport Planning and Management from Loughborough University in England. Prior to Loughborough, he graduated class valedictorian from the Canadian Aviation Institute at Georgian College in Aviation Management. Mr. Lindsey is a licensed private pilot, an Accredited Member of the International Association of Airport Executives – Canada and current Chairman of the Board of Directors for the Regional Community Airports of Canada (RCAC).

Experience and expertise relevant to this assignment includes his knowledge in Transport Canada regulatory requirements including extensive understanding of the Canadian Aviation Regulations and TP312 – Aerodrome Standards and Recommended Practices. This expertise in airport regulatory programs extends to Safety Management Systems and Quality Assurance Audits, whereby Mr. Lindsey has performed training programs, assessments and audits at over 100 airports throughout Canada and Internationally. During his tenure with WSP, Mr. Lindsey also conducted post-accident response investigations, including at one recent high-profile accident involving a Canadian mainline air carrier at a Canadian International Airport.

Mr. Trevor Zemliduk
Manager, Airport Safety Programs

Mr. Zemliduk was hired by WASCO to lead the Safety Management System program with the Government of Nunavut, acting as the person managing per CARs 302.505. Over his fifteen years progressive industry experience, and prior to joining WASCO in 2017, Mr. Zemliduk held various roles with Air Canada and Servisair in ground handling and de-icing operations.

In his role as System De-icing Manager with Air Canada, Mr. Zemliduk conducted aircraft de-icing audits at airports throughout North America and Europe and leveraged his experience to develop innovative solutions at outstations in warmer climates, where de-icing activities, though infrequent, caused significant system delays.

With WASCO, Mr. Zemliduk leads the WASCO SMS team and is responsible for the delivery of SMS programs at the twenty-seven airports. As person managing the Safety Management System, Mr. Zemliduk works closely with Transport Canada, NAV CANADA, air carriers to continuously improve and refine SMS programs under administration and management of WASCO.

Mr. Zemliduk is a licenced Commercial Pilot and has taken several courses on Safety Management Systems, Human Factors, and Air Carrier Accident Investigations.

3.2. AUDIT TEAM

The following summarizes the skills, knowledge and experience of our project audit team:

Mr. Paul McCurry
Airport Safety Auditor

Mr. Paul McCurry joined WASCO in 2017 and has over 36 years of progressive aviation experience. As a member of the WASCO team, Mr. McCurry plans, coordinates and manages the delivery of the Quality Assurance Program to our airport partners.

Prior to joining WASCO, Mr. McCurry was an Officer, Aviation SMS and Regulatory Audit/Airfield Standards Officer with Greater Toronto Airports Authority. Mr. McCurry started his career with a major Canadian airline in various positions and continued building a vast array of the airport industry knowledge and experience. Mr. McCurry is an ISO certified Quality System Lead Auditor.

Mr. Syed Rizvi
Airport Safety Auditor

Mr. Syed Rizvi joined WASCO in 2017 and has 4 years aviation experience and is a graduate from Georgian College, Aviation Management Advance Diploma program. Mr. Rizvi held two co-op terms in operational airport environments, one at the Region of Waterloo International Airport and the other at the Billy Bishop Toronto City Airport. Since joining WASCO, Mr. Rizvi has participated or led audits at over 10 airport sites, including at the Winnipeg International Airport. Mr. Rizvi is also certified as an ISO Lead Auditor (TPECS) Quality Management System.

3.3. ADDITIONAL RESOURCES

The following outlines the additional resources that makeup the WASCO SMS team:

SMS Manager – Overall responsibility for the implementation and delivery of the Safety Management System. Reviews corrective action plans and chairs monthly safety meetings with airport staff. Delivers quarterly meetings with Accountable Executives and jointly establishes annual goals and objectives.

SMS Coordinator(s) – Reviews daily inspection reports and hazard reports and creates event reports in accordance with the approved safety management system. Depending on the initial risk score, will prepare a corrective action plan, or where appropriate, execute an investigation. Assigns corrective actions to the appropriate manager and confirms completion of the corrective action plan. Identifies needs for proactive reporting and executes safety studies and Hazard Identification Risk Assessments. Participates in monthly safety meetings and the supports the development of annual goals and objectives.

SMS Technician – Receives all daily inspection reports and event reports and creates, where applicable, an event report to be actioned by the Coordinator(s). Prepares all template reports

and manages all data associated with event reports, corrective action plans and risk assessments. Maintains data in software database for further data analytics and Transport Canada reporting.

Quality Assurance Auditor(s) – Acting independently from the SMS team, the Quality Assurance Auditor(s) conducts the physical, regulatory and performance audit of the airport environment, regulatory programs and safety management system once every three years. The results of the audits are then submitted to the Accountable Executive for review and once approved are input into the Safety Management System for action. Quality Assurance Audit team has ISO 9001:2015 Lead Auditor Certification.

3.4. TEAM ASSIGNMENT

On this assignment, it is proposed that Mr. Lindsey will hold overall executive responsibility of the program supported by Mr. Zemliduk as Project Manager. Depending on the audit schedule, it is proposed that Mr. McCurry will lead the on-site Audit and will be supported by Mr. Rizvi. Both Mr. McCurry and Mr. Rizvi will participate as part of the document review with peer review conducted by Mr. Lindsey.

Development of the Corrective Action Plans will be led by Mr. Trevor Zemliduk and will be supported by the SMS Coordinator(s) and SMS Technician.

It is proposed that a minimum of two individuals will participate on the on-site portion of the SMS Audit to ensure full physical assessment, full performance review and key person interviews.

4.0 APPROACH AND METHODOLOGY

4.1. PROJECT OVERVIEW

WASCO proposes to successfully execute the work program in three distinct work phases:

Phase 1 – Planning the Audit

Phase 2 – Conducting the Audit

Phase 3 – Audit Reports

The following outlines the methodology that WASCO proposes to undertake in delivering the work program as per the three phases detailed above.

4.2. TASK 1 – PROJECT INITIATION (PHASE 1)

At the outset of the project, it is proposed that the WASCO audit team would coordinate a kick-off meeting via conference call. In advance of this kick-off meeting, the WASCO team would circulate an agenda and a list of documents required to conduct the audit. At a minimum, documents would include the plans listed in S.1.2 of this proposal but may include additional items not currently listed. During the kick-off call the project schedule would be finalized, including dates of the proposed audit and delivery of the final audit report. It is proposed that minutes would be circulated following the kick-off meeting.

4.3. TASK 2 – AUDIT PREPARATION (PHASE 1)

Once WASCO receives the Airport documents, it is proposed that a pre-audit review of all background documents would be conducted to prepare for the audit execution. During this time, the Audit Plan would be prepared and circulated to the Airport for review. The WASCO Audit Plan would be circulated at least two weeks prior to conducting the audit.

4.4. TASK 3 – DOCUMENT REVIEW (PHASE 2)

Immediately following receipt of the documents, it is proposed that WASCO would complete the document review. This portion of the review is the most time-consuming aspect of the audit, since all documents will be reviewed based on: Transport Canada regulatory requirements, industry best practices. It is proposed that WASCO will utilize standard and custom developed check-list to execute the document review.

It is proposed that WASCO would supplement standard documents checklists with those developed by WASCO, which provide additional information and analytics to the Airport incorporation into the Safety Management System.

4.5. TASK 4 – AUDIT EXECUTION (PHASE 2)

The Quality Assurance Audit would be conducted over a period of two days on-site and would include a physical infrastructure audit of the airfield, on-site document review, records and documentation review and interviews.

It is proposed that immediately following the completion of the audit, that a verbal debrief of key findings would be provided.

Immediately following the physical audit, it is proposed that a re-review of the documents would take place to validate the document review against the on-site physical airport infrastructure.

4.6. TASK 5 – REPORTING (PHASE 3)

Following the document review, it is proposed that WASCO would provide a detailed report, including completed checklists, of the completed audit. A draft of the audit report would be initially circulated, then following a conference call, would be finalized.

The audit report would include copies of any photographs taken and check-lists utilized. Records of the interviews would not be provided to maintain confidentiality.

4.7. TASK 6 – DEVELOPMENT OF CORRECTIVE ACTION PLANS (PHASE 3)

The following task is proposed to be delivered by WASCO as a value-add solution with respect to incorporating the Quality Assurance findings back into the Safety Management System. In our experience in delivering SMS programs, we have found that often Airport resources are overloaded immediately following an audit, making it difficult to implement corrective actions. It is therefore proposed that WASCO would continue to support the Airport following the delivering of the audit findings through the drafting and submission of Corrective Action Plans.

Once drafted, the Corrective Action Plans would be reviewed by the Airport, with WASCO making any necessary revisions. The Corrective Action Plans would follow the Transport Canada format and include the following components:

- Factual review of the finding
- Pre and post mitigation risk
- Root Cause analysis
- Short term action plan with expected completion date
- Long term action plan with expected completion date
- Evaluation of Corrective Action Plan

It is proposed that the findings identified, and subsequent Corrective Action Plans developed as a result of the Audit will be executed in a similar manner to Transport Canada findings. In that a factual review of the findings and root cause analysis will be developed based on the governing finding or identified trend.

4.8. TASK 7 – PROJECT CLOSEOUT MEETING (PHASE 3)

At the close of the project, once all Corrective Action Plans have been addressed, or at a time when the Airport chooses to end the work program, an project close-out meeting would take place directly with the Airport team. It is proposed that the project will be completed, as required per the RFP, no later than December 1, 2019.

4.9. PROJECT SCHEDULE

The following Table 4-1 outlines the proposed project schedule:

Table 4-1
Proposed Project Delivery Schedule

	Estimated Start	Duration	Estimated Completion
Phase I: Planning the Audit	OCT 15, 2019	2 Weeks	OCT 25, 2019
Phase II: Conducting the Audit	OCT 28, 2019	1 Week	NOV 1, 2019
Phase III: Audit Reports	NOV 4, 2019	2 Weeks	NOV 15, 2019
Town Review of Draft Report	NOV 18, 2019	1 Weeks	NOV 22, 2019
Prepare Final Report	NOV 25, 2019	1 Week	NOV 29, 2019

It is proposed that the Draft Report would be presented to the Town November 15, 2019 and that any comments would be received by the Town no later than November 22, 2019. WASCO would then finalize any comments and submit the final report November 29, 2019.

WASCO would note that the project timeline is tight and the award of the project on or around October 15, 2019 is essential to the successful delivery of the work program by December 1, 2019. However, WASCO realizes that project awarding delays are common, and will work diligently to deliver the work program by the December 1, 2019 deadline in the event that the project award is delayed.

5.0 INTEGRATED SAFETY MANAGEMENT SOLUTION

5.1. PARTNERSHIP SOLUTION

As detailed in Section 2.3, WASCO has extensive experience delivering Safety Management System solutions. This experience is founded on WASCO not being a consultant, but rather being partner of a larger and more comprehensive innovating solution. This approach is not only entrenched in our core values at WASCO of Respect, Integrity, Service and Excellence, but also comes from Mr. Lindsey's experience as an Aviation Consultant and through the developmental phases of Safety Management Systems in Canada.

As Director, Aviation with WSP, Mr. Lindsey participated in the development of several dozen airport Safety Management Systems throughout Canada. However, these solutions simply provided a 'cookie cutter' program where each airport was left to implement on their own. This resulted in programs that were not effectively administered according to their generic 'one size fits all' solution, resulting in several findings from Transport Canada. Although this was great for continuing business to provide additional 'consulting services' to complete audits and corrective action plans, what airports ultimately required was a partner, not a consultant.

The most significant challenge to an effective delivery of a Safety Management System is documentation.

Our innovative partnership-based solution assumes full administrative control of Safety Management System documentation. Daily inspection reports and hazard event reports are sent directly to our team of SMS experts who review documentation for completeness, prepare draft corrective actions and communicate directly with those assigned (appropriate manager) to rectify. We document every 'touch point' of each event including:

- When the event was reported and by whom
- The initial action taken
- The initial severity and probability (initial safety risk score)
- Our draft Corrective Action Plan
- The approved Corrective Action Plan (including by whom, and estimated completion dates)
- Weekly updates, formal monthly updates and quarterly Accountable Executive updates
- Where updates include 'no action / no update' it is recorded for tracking and accountability
- Completion of the Corrective Action Plan
- Verification of effectiveness of the Corrective Action Plan

WASCO delivers this partnership-based solution by essentially having our team acting as an internal, albeit off-site, Safety Management System and Quality Assurance support team. Our team of eight operates as an SMS call centre balancing the operational requirements of each individual airport, enabling us to increase resources as required to adapt to increases and decreases in workload.

Finally, ideally our solution is based on a cost-plus scenario, where the airport would have access to the team as required and without additional costs. This enables the Airport to move from a reactive environment to a proactive environment whereby the program is actively identifying and delivering safety cases Risk Assessments. In the event of a Transport Canada Program Validation Inspection / Process Inspection, our team is able to react quickly and effectively to draft all required documents for review and approval by the Appropriate Manager and Accountable Executive.

5.2. SAFETY SYSTEM APPROACH

Working with Airport team, it is proposed that WASCO would conduct a comprehensive review of the existing Airport Safety Management System Manual and provide recommendations for program simplification. WASCO has achieved success in utilizing the following system, and acronym, to effectively communicate and administer the Safety Management System at the twenty-seven airports:

i – Identify

Hazards are identified by airport staff. This is the first and most important component of the SMS, as where staff are not identifying hazards, there is nothing to report, action, correct or evaluate to improve the overall safety of the airport environment.

R – Report

Hazards are reported through the daily inspection reports or the hazard reports that are submitted to the SMS team through any of the following: phone, fax, email directly through SMS software system (iAuditor or Safety Culture Spotlight application). Once received by the SMS team, an event report is opened within the SMS software system and handed off to one of the SMS Coordinators for action.

It is essential that the reporting of hazards is as simple as possible. For this reason, WASCO has collaborated closely with SafetyCulture, who developed iAuditor and Spotlight mobile applications. Using Spotlight smart phone application, airport staff are able to report safety hazards using their devices easily and effectively. WASCO is cautiously improving the reporting capabilities to ensure that as much data is captured as possible, driving towards proactive safety.

WASCO is however able to adopt our system to any software platform used by the Airport.

A – Assess

Once a hazard is reported, an event report is opened in the software system and an initial risk assessment is conducted. Where the risk is determined to be low or medium, a corrective action is recommended and assigned to an appropriate manager for review. Where the risk is determined to be high, or where it is a reoccurring medium or low hazard, an investigation is initiated by the SMS Coordinator and a root cause analysis completed. Following the completion of the investigation and root cause analysis, short term and long-term corrective action plans are generated and assigned, including with due dates, in draft to the appropriate manager for review.

C – Control

Once the corrective action plan is drafted, it is assigned to the appropriate manager for review and subsequent approval. Our responsibility as the SMS team is to facilitate, as much as possible, the effective and efficient implementation of safety systems and corrective actions. As a result, the drafted corrective actions are only approved following review by the appropriate manager.

The appropriate manager is the individual at the airport, or other organization, who has the ability to implement a corrective action plan (i.e departmental manager or Accountable Executive).

Once the corrective action is approved and delegated to the appropriate manager, the SMS team tracks the item through the hazard registry and reviews the progress monthly through weekly, monthly and quarterly meetings. Once the corrective action is executed, the appropriate manager notifies the SMS Coordinator.

E - Evaluate

Once the SMS team is notified of the execution/completion of a corrective action by the appropriate manager, the SMS team request verification (where appropriate) prior to the event being closed. All closed corrective actions are monitored for a specified duration (the duration dependent on the hazard) to evaluate the effectiveness.

During the annual meeting all active and closed events and corrective actions are reviewed, and the airport safety risk profile is updated, and appropriate safety goals and objectives are established for the upcoming year.

5.3. QUALITY ASSURANCE PROGRAM

Our Safety Management System solution is typically delivered on a three-year contract basis which would include the three-year cyclical audit, as proposed under Phase I and II of this work program. The Audit, as detailed in Phase I of this work program, is a complete compliance review per the Canadian Aviation Regulations and Airport Operating Certificate per the Airport Operations Manual.

This integrated system is developed such that costs and resources for the Quality Assurance Audit are balanced over the three-year contract period.

5.4. PROGRAM DOCUMENTATION

As detailed above, the greatest challenge to a successful Safety Management System is documentation which is the greatest strength of the WASCO SMS solution. WASCO has developed a comprehensive documentation and reporting system whereby all appropriate managers, management and the Accountable Executive have full transparency on the progress of individual hazards, actions taken and status reports.

The following details the daily weekly, monthly, quarterly and annual deliverables:

Daily – Review daily inspection reports and hazard reports received from the airport. Where appropriate, generate event reports and complete the initial risk review and prepare corrective action plans. Coordinate with the airport staff and the appropriate manager for all active events and corrective action plans.

Weekly – Review by teleconference active hazards using the hazard registry with the appropriate manager on a weekly basis. Record the results of those discussions for document management purposes.

Monthly – Prepare and deliver by teleconference monthly report to be delivered by the SMS Manager to Airport Management and airport staff detailing the hazard registry and any pertinent corrective actions plans or event reports. Discuss any proactive hazard reporting, safety studies or Hazard Identification Risk Assessments. Also, provide follow-up to any external agencies (i.e. airlines) that have reported hazards for tracking within their respective SMS programs.

Quarterly – Prepare and deliver in person a quarterly report to the Accountable Executive on the overall status of the Safety Management System. Review the status of any active investigations, safety studies or Hazard Identification Risk Assessments.

Annual – Prepare and deliver in person an annual report and, as a team with the SMS Manager, Airport Management, airport staff and Accountable Executive on the updated airport risk profile and jointly determine the safety goals and objectives for the upcoming year.

Using Power BI, WASCO has also developed an intuitive performance health report which is accessible electrically and is updated dynamically. A PDF of this report is contained in all monthly and quarterly reports providing a ‘snap shot’ of the status of the program at the time.

All monthly and quarterly reports include the following:

- Agenda
- Performance Health Monitor Dashboard
- Hazard Registry
- Annual Goals and Objectives Monitoring
- Pending Task Calendar Activities
- Outstanding Safety Cases & Risk Assessments
- Minutes of Meeting

Copies are provided in PDF and are maintained for documentation purposes.

5.5. WASCO – NOT A REPLACEMENT FOR LOCAL AIRPORT MANAGEMENT

It should be clearly noted that WASCO is not a replacement for local SMS expertise. WASCO supplements these local activities though:

- Administering and managing all documentation
- Supporting local Appropriate Managers through the drafting of Corrective Action Plans
- Monitoring the on-going implementation of Corrective Action Plans
- Managing on-going management reporting
- Verification of Corrective Action Plan effectiveness

WASCO's SMS support then enables the local management to focus on proactive elements of Safety Management Systems, including working with tenants and carriers on new programs (i.e. Runway Safety Team), delivering training and updating/maintaining Transport Canada regulatory programs.

5.6. RECENT WASCO SMS ACHIEVEMENTS

Over the past 12 months since assuming administration and management of the program, WASCO has achieved the following successes:

- Obtained approval from Transport Canada on several major findings dating back to 2014
- Completed re-write and simplification of the Safety Management System
- Reduced the number of daily forms submitted by airports from six to two (daily inspection report and hazard event report).
- Implemented a new digital reporting system (previously fax reports were used)
- Development of standard templates for Hazard Identification Risk Assessments, Safety Cases (proactive reporting), Five-Why's Root Cause Analysis and Hazard Registry
- Investigated several new software solutions to facilitate the reporting and documentation of hazard reporting, including: Q5, iAuditor (and associated Spotlight), SmartSheet with analytical support using Power BI, and digital fillable Adobe PDF
- Increased the daily participation rate of airports from less than 50% to over 85%
- Through review of the daily inspection reports, identified more than 1,500 hazards beyond those reported by individual airports
- Completed the first Quality Assurance Audit of all twenty-four airports in 2017
- Initiated the three-year cyclical Quality Assurance Audits at ten airports in 2018
- Facilitated twenty-four table-top Emergency Response Plan exercises in twenty days (including debrief and submission to Transport Canada) following immediate Transport Canada finding
- Participated on sixteen Program Validation Inspections / Process Inspections in 2017 and 2018
- Reduced the number of outstanding hazard reports from over 1,200 to roughly 100
- Development of an intuitive 'health check' dashboard for use by Nunavut Airport management including Accountable Executive (Deputy Minister)

6.0 PROFESSIONAL FEE ESTIMATE

6.1. PHASE I - PHASE III WORK PROGRAM

The following outlines the professional fee estimate for the Phase I -III of the work programs as outlined in Section 4, above.

Table 6-1
Professional Fee Estimate Summary

	JPL \$115/HR	TZ \$85/HR	SMS Tech \$65/HR	Total (Hrs)	Total Cost
Phase I: Planning the Audit					
Task 1 – Project Initiation	1.0	1.0	2.0	4.0	\$330.00
Task 2 – Audit Preparation	--	2.0	2.0	4.0	\$300.00
Phase II: Conducting the Audit					
Task 3 – Document Review	1.0	2.0	8.0	11.0	\$805.00
Task 4 – Audit Execution	--	12.0	12.0	24.0	\$1,800.00
Phase III: Audit Reports					
Task 5 – Reporting	--	2.0	4.0	6.0	\$430.00
Task 6 – Development of CAPs	N/C	N/C	N/C	N/C	--
Task 7 – Project Close Out	1.0	1.0	2.0	4.0	\$330.00
Sub-Total Professional Fees	3.0	20.0	30.0	53.0	\$3,995.00
Disbursements (Estimated)					
Travel (Meals & Accommodation)					\$990.00
Sub-Total Disbursements					\$990.00
Total					\$4,985.00

Notes:

1. Fixed professional fees.
2. Audit team anticipated to spend approximately two days on-site. Travel time will not be invoiced.
3. All disbursements are estimated and will be charged as incurred, without administrative markup.
4. SMS Tech is a blended rate of Airport Regulatory Programs Coordinator(s) and Airport Regulatory Programs Auditor(s)
5. It is proposed that two staff will be on-site during the audit.
6. All fees excluding applicable taxes.

The above noted professional fees are based on a reasonable estimate of the effort anticipated to deliver the work program based on our standard rates (1.75x multiplier). This results in a cost estimate higher than if we were to deliver our integrated SMS solution as detailed in Section 5.0. If the time estimates in outlined above are too high, we are welcome to discussing with the Airport how they could be reduced to meet your financial targets.

6.2. INTEGRATED SMS SOLUTION PROFESSIONAL FEE ESTIMATE

As discussed in Section 5.0, WASCO prefers to approach Safety Management Systems as an integrated solution, whereby we partner with the Airport and deliver a comprehensive system. This not only provides the Airport with a more cost-effective solution, but also delivers a more comprehensive airport regulatory compliance program.

WASCO is able to deliver a more cost-effective solution as we are better able to balance our staffing levels and associated workloads (including three-year audit) based on the needs of our partners. This partnership approach enables WASCO to reduce our professional fees from a 'multiplier' approach to a 'cost plus' approach, whereby our staff are charged out at cost plus 15%. Also, under this model, management overhead is included and is not directly invoiced to our partners. The effective multiplier of the cost-plus partnership model is 1.58x, representing a significant savings to our partners.

We would like to however point out that although our professional fee multiplier of 1.75x is quite a bit higher than our partnership model of 1.58x, it still represents a significant savings over normal consulting multipliers which range between 2.5x and 3.0x – or sometimes higher. Again, WASCO provides this information so as to be as transparent as possible with our Airport partners.

The fixed annual fee for the integrated includes, at no additional cost, the following:

- Transport Canada airport regulatory audit (once every three years)
- On-site quarterly meetings with Accountable Executive
- Monthly SMS meetings with Management
- Daily airfield inspection reporting & hazard reporting
- Development and administration of Corrective Action Plans
- Development and coordination of Risk Assessments (HIRA) and Safety Cases
- Dynamic Hazard Registry management
- Dynamic SMS reporting dashboard
- Annual SMS Goals and Objectives
- Monthly, Quarterly and Annual reporting documentation (agendas & minutes)
- On-call availability for SMS related issues including Transport Canada PI & PVI support
- On-site availability, where approved, for additional safety and regulatory meetings, as required

The annual fee for the integrated SMS solution is \$40,000 which includes all professional fees and travel disbursements. As detailed above, the low cost is possible due to management of WASCO workload across the 29 airports in which WASCO delivers the integrated SMS solution. It also permits WASCO to balance additional cost of the three-year cyclical audit across the minimum three-year contract period.

Therefore, the total three-year fixed contract cost would be \$120,000.

Consider that the salary of an internally hired SMS Coordinator would be in the range of \$65,000 per year. Including benefits and pension obligations, the resulting in a total cost to the organization would be \$81,250 (assuming 25% benefits costs); over twice the cost of the WASCO integrated SMS solution. Over the three-year contract period the total savings to the organization would be \$123,750.

And with the WASCO solution, there would be no down-time due to vacation or sick leave. More importantly, it would make available the necessary time for Airport Management to effectively lead a proactive safety environment and culture on the Fort Frances Airport campus. The daily documentation and reporting on SMS, which typically occupies a great deal of time and effort on the part of the SMS Manager, would now be delivered effectively and consistently through WASCO. This enables a departure of a reacted SMS environment to a proactive SMS environment.

The proposed partnership-based solution could be initiated at the outset of the program (in-lieu of Phase I-III) or be initiated at anytime during the work program. Any fees invoiced for the work program would be applied to the partnership solution if approved later in the work program.

7.0 SUBMISSION REQUIREMENTS

7.1. INSURANCE

As a wholly owned subsidiary of Winnipeg Airports Authority, WASCO confirms that we have and will maintain throughout the duration of the Contract, a comprehensive insurance policy of Professional Liability in the amount of not less than \$2,000,000.00 inclusive per occurrence. Proof of insurance will be provided upon request of the Town of Fort Frances.

7.2. HEALTH AND SAFETY

As a wholly owned subsidiary of Winnipeg Airports Authority, WASCO maintains a robust Health and Safety Program for our employees, management and contractors. WASCO commits that all activities delivered under this work program will be in accordance with our internal Health and Safety Program in addition to any additional obligations under the Occupational Health and Safety Act.

7.3. STATUTORY DECLARATION

Please find enclosed Appendix D an executed copy of the Statutory Declaration.

7.4. SAMPLE AGREEMENT

Please find enclosed as Appendix E a sample copy of our standard agreements. Please note that this is a sample only and WASCO is open to discussions on content.

8.0 CLOSING

Winnipeg Airport Services Corp. appreciates the opportunity to partner with the Town of Fort Frances on the delivery of an Internal Quality Assurance Audit of the Town of Fort Frances Municipal Airport Safety Management System. WASCO has also presented, as an alternative, an integrated Safety Management System for consideration.

Our objective at WASCO North is to focus on the process of safety management, so that you and your staff can focus on the performance of safety management.

WASCO is confident that regardless of the solution or approach required or requested of the Airport, that we are able to deliver and are open to tailoring our services to your needs.

We appreciate that the 'out of the box solution' which is essentially an SMS call-centre may deviate slightly from past Safety Management System activities at the Fort Frances Airport, however this solution is proven to be effective and our expert team has demonstrated themselves on multiple occasions with Transport Canada, NAV CANADA, air operators and other industry stakeholders.

We firmly believe that not only will our proposed solution meet industry best practices, it will set the bar industry-wide in terms of how Safety Management Systems are delivered at airports. This change is a necessary innovation to deliver on our industry's mandate to deliver a safe, efficient and cost-effective airport operational environment.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, reading "James Lindsey".

James Lindsey, A.A.E
Director, Airports
Winnipeg Airport Services Corp.

Z:\Working Files\Project Files\CYAG - FORT FRANCES\01 - SMS Audit\Proposal\CYAB - Fort Frances Airport SMS Audit Proposal ver0a 20190916.docx

Appendix A

WASCO SMS Brochure



WASCO

WINNIPEG AIRPORT SERVICES CORP.

Winnipeg Airport Services Corp. (WASCO) is a wholly owned subsidiary of Winnipeg Airports Authority. At WASCO our business is airports. WASCO is committed to leveraging our resources and expertise to provide industry leading innovative and cost effective solutions. We deliver these services as a community-based partner who understands, first hand, the challenges and opportunities of operating a safe and efficient airport environment.



AIRPORT MANAGEMENT



AIRPORT OPERATIONS



TECHNICAL SERVICES



FACILITY MAINTENANCE

SMS SOLUTION

Our innovative and collaborative partnership-based approach differs from other consulting solutions in that our team works daily with your airport staff to coordinate, administer and manage your entire SMS and regulatory programs. This approach to Safety Management is based on the premise that sharing technical information and resources across many airports creates a stronger safety environment than systems developed independently.

**WE FOCUS ON THE PROCESS OF SMS
SO AIRPORTS CAN FOCUS ON THE PERFORMANCE OF SAFETY**

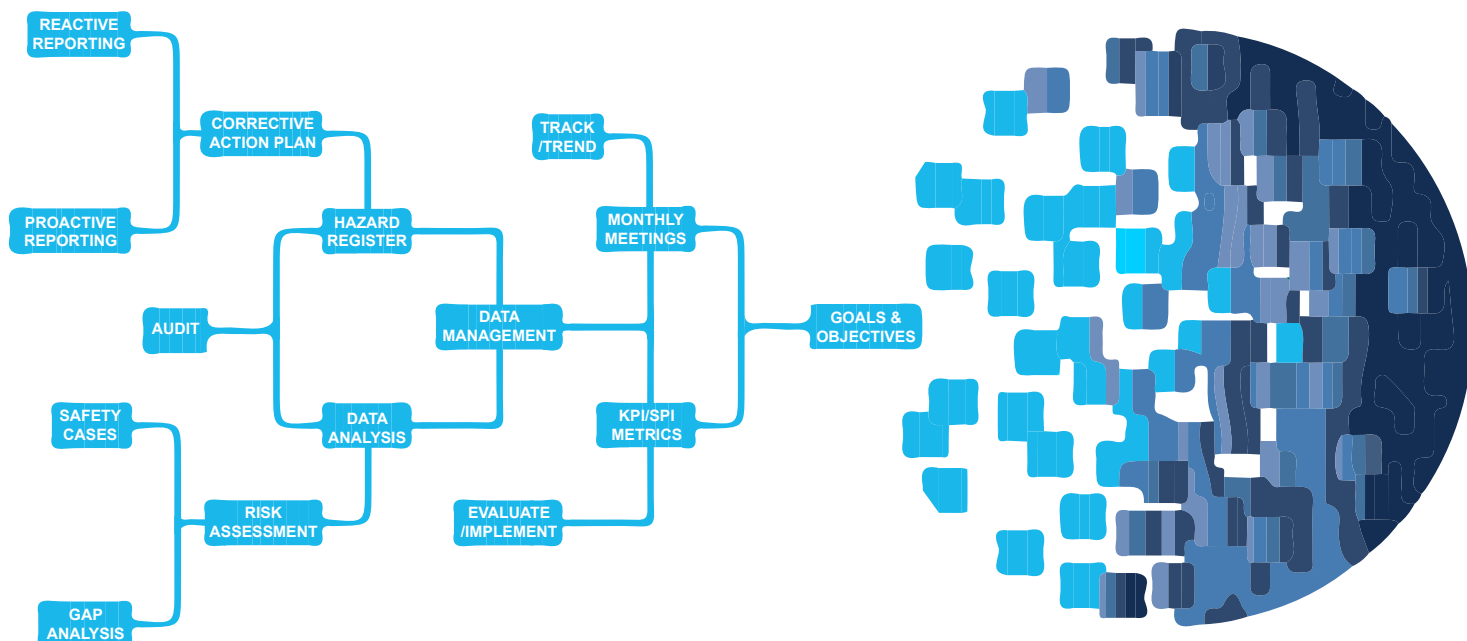
IRACE PROCESS



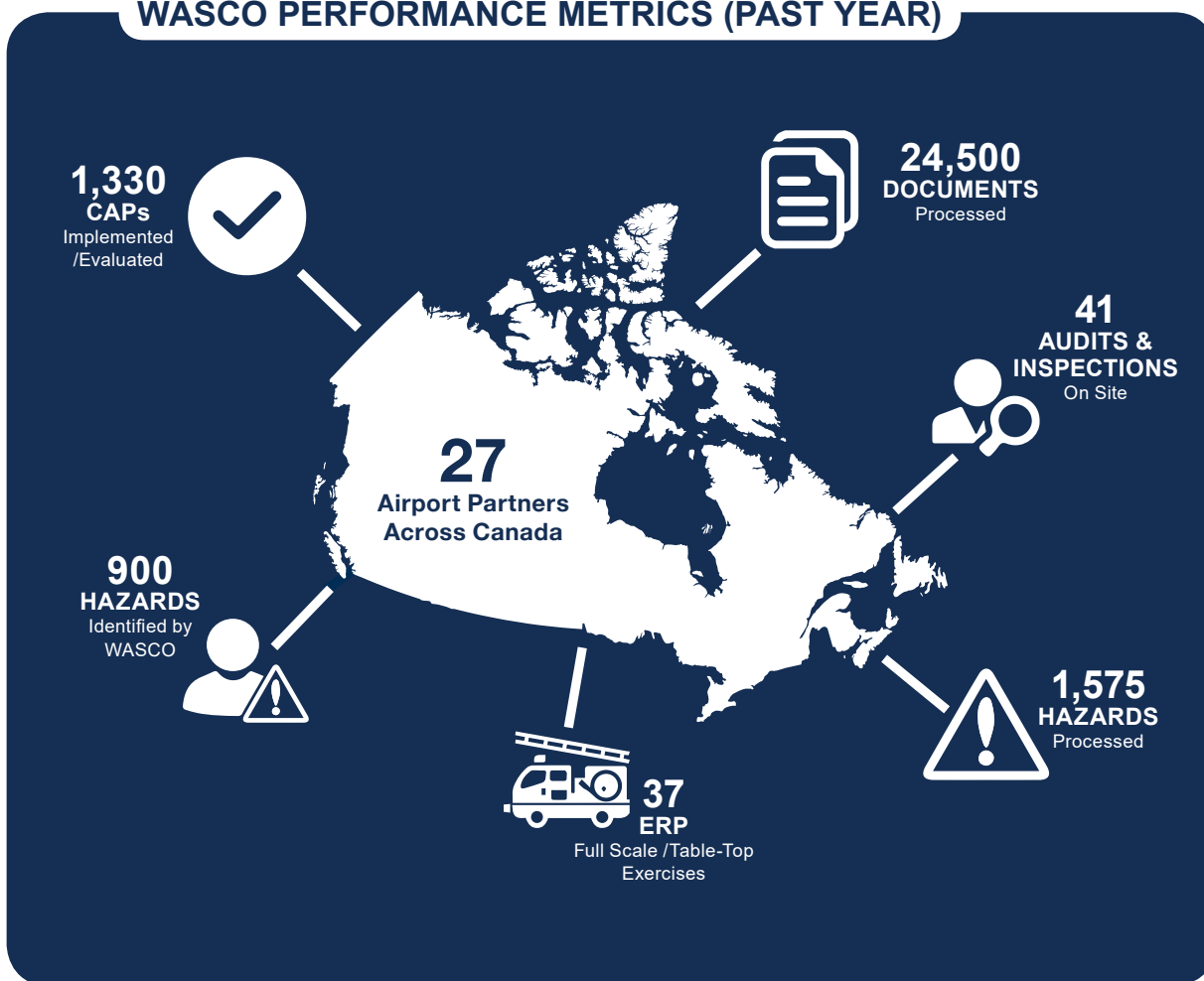
WASCO BENEFITS

- Regulatory compliance assistance
- Knowledgeable & dedicated team
- Proven experience & expertise
- Complete SMS & QA Solution
- Integrated admin & management
- Hazard identification
- Data management
- Adaptive software solutions
- Real-time SMS KPI metrics
- Metric driven goals & objectives
- Cyclical Quality Assurance Audits
- Accountable Executive support
- As required PVI / PI support
- Resources always available
- Ongoing services & support





WASCO PERFORMANCE METRICS (PAST YEAR)



AIRPORTS

Arctic Bay
Arviat
Baker Lake
Cambridge Bay
Cape Dorset
Chesterfield Inlet
Clyde River
Coral Harbour
Gjoa Haven
Grise Fiord
Hall Beach
Igloolik
Iqaluit
Kimmirut
Kugaaruk
Kugluktuk
Nauyasat
Pangnirtung
Pond Inlet
Qikiqtarjuaq
Rankin Inlet
Resolute Bay
Sanikiluaq
Taloyoak
The Pas
Whale Cove
Winnipeg



WASCO
WINNIPEG AIRPORT SERVICES CORP.



201-2000 Wellington Avenue
Winnipeg, MB R3H 1C2



204.815.5347



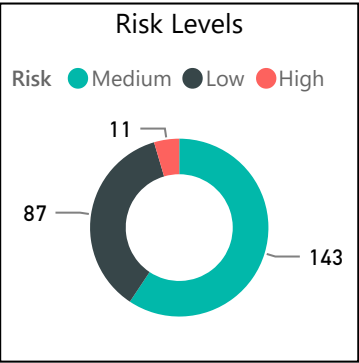
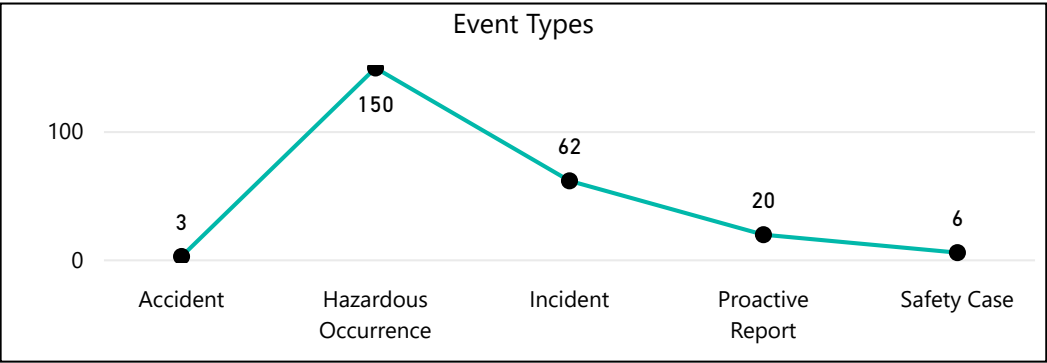
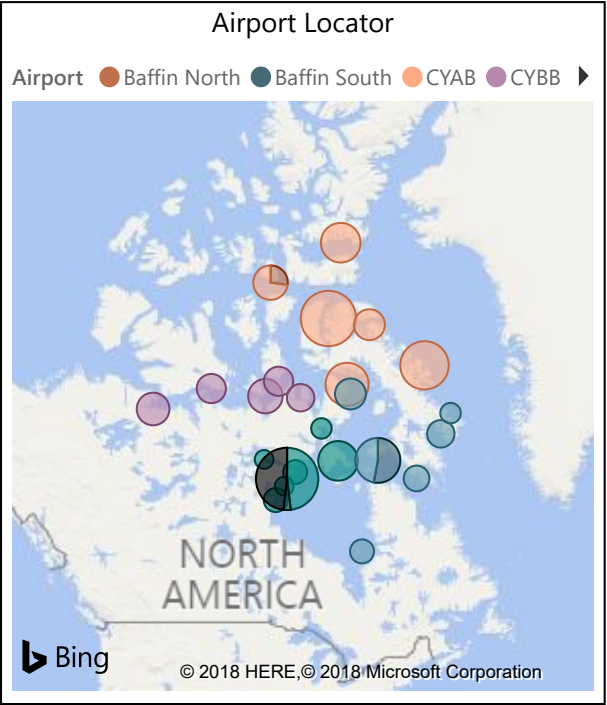
info@wasco.ca



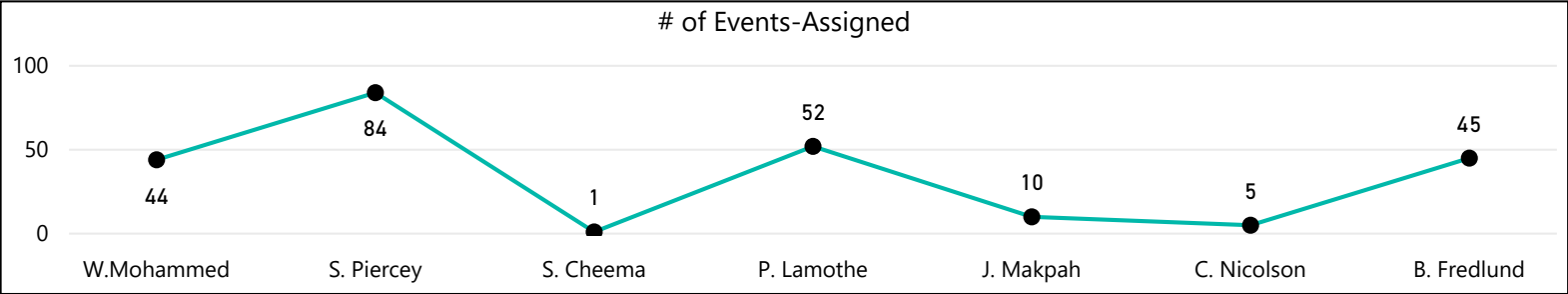
wasco.ca

Appendix B

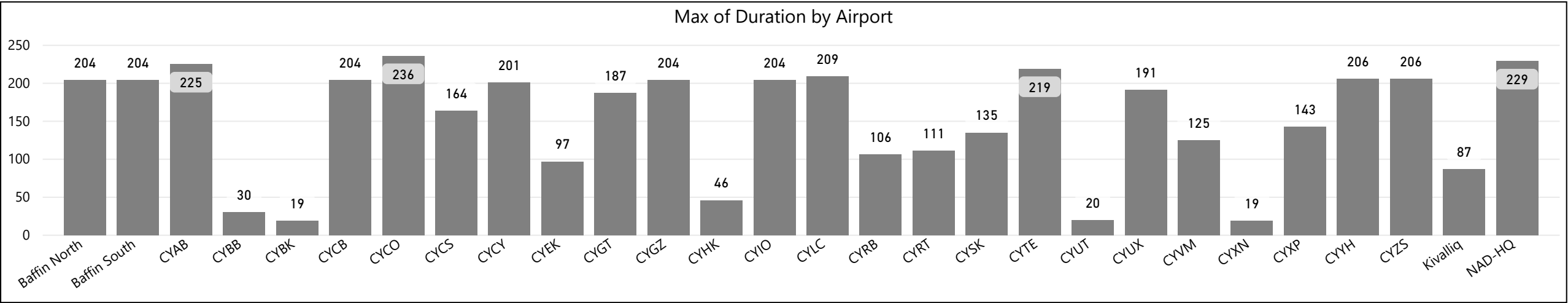
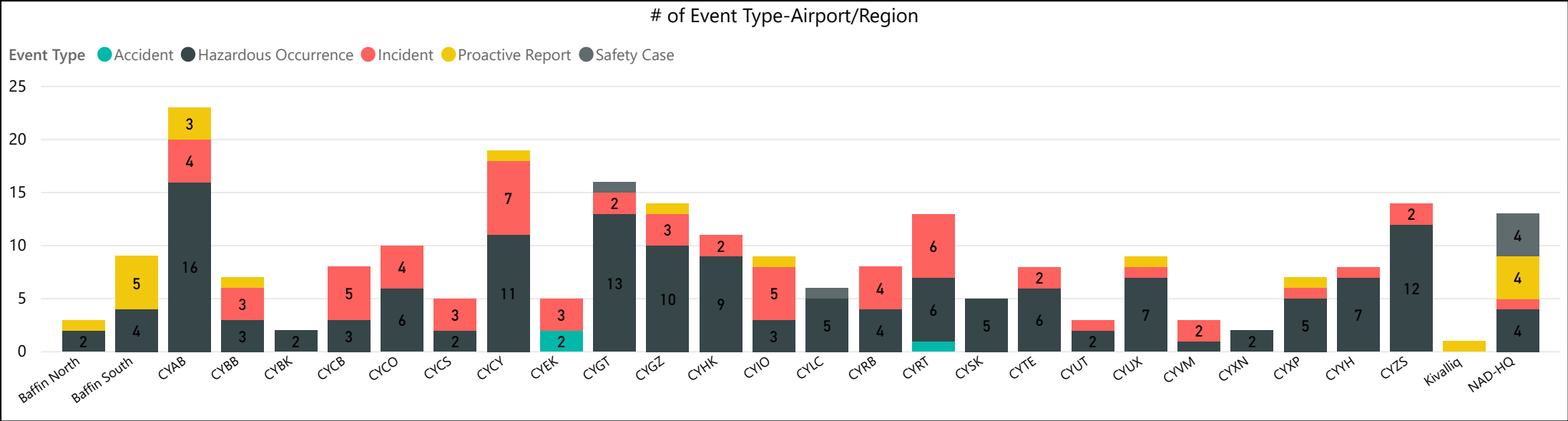
Performance Health Report - Sample



Average Days Open	Open Events
53	146
Highest Days Open	Closed Events
236	95



Airport	Events Reported
Baffin North	3
Baffin South	9
CYAB	23
CYBB	7
CYBK	2
CYCB	8
CYCO	10
CYCS	5
CYCY	19
CYBK	5
CYGT	16
CYGZ	14
CYHK	11
CYIO	9
CYLC	6
CYRB	8
CYRT	13
CYSK	5
CYTE	8
CYUT	3
CYUX	9
CYVM	3
CYXN	2
CYXP	7
CYYH	8
CYZS	14
Kivalliq	1
NAD-HQ	1
Total	241



Appendix C

Key Staff Resume

James Lindsey, M.Sc., A.A.E

DIRECTOR, AIRPORTS

PROFILE

Mr. James Lindsey has nearly twenty-years progressive industry experience, currently holding the position of Director, Airports with Winnipeg Airport Services Corp. (WASCO). As a member of the executive team, Mr. Lindsey is responsible for the execution of airport management and technical services contracts in which WASCO is engaged. Prior to joining WASCO in 2016, Mr. Lindsey held the position of Director, Aviation with WSP, a Canadian-based multi-national engineering consultancy.

As an aviation planner by trade, with extensive experience in airport operations and management, Mr. Lindsey has participated on a wide variety of airport planning, engineering, architectural, operations and management projects both domestically and internationally. Areas of experience include airport master planning, airfield layout design, airport management/operational studies, regulatory compliance studies, emergency response and preparedness assessments, safety management systems & quality assurance audits, airport terminal building design/functional programming/activation, financial assessments, meteorological studies, and aviation/municipal integration.

Mr. Lindsey's academic background includes a Master of Science in Airport Planning and Management from Loughborough University in England. This international experience has allowed Mr. Lindsey to work internationally on projects in Europe, the Middle East, Africa, South America and the Caribbean. Prior to Loughborough, he graduated class valedictorian from Georgian College in Aviation Management.

Between 2008 and 2010 and again in 2014, Mr. Lindsey was part-time faculty at the Canadian Aviation Institute at Georgian College teaching Airport Planning. He has also conducted aeronautical training courses to Transport Canada and various airport and industry associations throughout Canada.

Mr. Lindsey is a licensed private pilot, an Accredited Member of the International Association of Airport Executives – Canada and sits on the Board of Directors for the Regional Community Airports of Canada (RCAC). Mr. Lindsey also frequently presents at industry conferences and trade shows on airport operations, regulations, and aeronautical zoning.

EDUCATION

Master of Science, Airport Planning and Management Loughborough University, England	2005
Honours Diploma, Aviation Management Canadian Aviation Institute, Georgian College, Canada	2004

PROFESSIONAL DEVELOPMENT

Airport Systems Planning, IAAE Canada	2010
Accreditation Academy, IAAE Canada	2009
Private Pilot Licence, Canada	2002

Winnipeg Airport Services Corp.

201 – 2000 Wellington Avenue • Winnipeg, Manitoba R3H 1C2
Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



PROFESSIONAL ASSOCIATIONS

Regional Community Airports of Canada (RCAC)	Chairman
International Association of Airport Executives (IAAE Canada)	Accredited Member

CAREER HISTORY

COMPANY	TITLE	YEAR
WASCO	Director, Airports	2016-Present
WSP	Director, Aviation	2014-2016
GENIVAR (renamed WSP)	Director, Aviation	2011-2014
Pryde Schropp McComb Inc. (GENIVAR Acquisition)	Aviation Consultant	2005-2011
Canadian Aviation Institute – Georgian College	Part-Time Faculty	2008-2010 & 2014
Greater Toronto Airports Authority	Operations Assistant	2002
Airfield Access (Toronto Pearson International Airport)	Airside Security Escort	2000-2002

PROJECT EXPERIENCE

- ➔ Government of Nunavut, Safety Management System (SMS) & Quality Assurance Program (QAP) (2017-present). Project Director responsible for the development and implementation of a SMS and QAP for twenty-four airports owned and operated by the Government of Nunavut. Project development included site-inspection of all airports to assess airport infrastructure, regulatory compliance per TP312 and operational programs. Project execution involves managing a team of SMS professionals in Winnipeg who remotely administer and manage daily activities associated with the SMS and QAP program including hazard event reporting, risk assessment and reporting.
- ➔ Iqaluit International Airport, Terminal Building Activation (2017). WASCO, through our wholly owned subsidiary Nunavut Airport Services Limited and in collaboration with our partners Arctic Infrastructure Limited Partnership, was awarded the contract to design, build, finance, operate and maintain (P3 or PPP) the Iqaluit International Airport over the 30-year concession period. In the summer of 2017 construction of the new terminal building was completed. Mr. Lindsey developed and executed a number of the commissioning trials including the airside trial and baggage system trial and was involved in a number of other trials. Mr. Lindsey also completed a regulatory assessment of the infrastructure per TP312 5th Edition.
- ➔ The Pas Airport, Airport Manager (2017-present). In late 2016 WASCO was engaged by The Town of The Pas, Manitoba to provide Airport Management services, appointing Mr. Lindsey as Airport Manager. Coming recently out of enhanced enforcement with Transport Canada, Mr. Lindsey was initially tasked with rectifying regulatory deficiencies and providing management and operational oversight to Town of The Pas airport operations staff. In mid-2017 Mr. Lindsey hired an Assistant Airport Manager on-site to oversee daily operational activities.
- ➔ Billy Bishop Toronto City Airport, Preliminary Design for Runway Extension and Master Planning Exercise (2013-2016). Project Director responsible for the overall design, regulatory approval, and stakeholder engagement of the proposed runway extension design and supporting master planning exercise as requested by the City of Toronto. The project was extremely complex

involving a number of different engineering disciplines, regulatory requirements and operational planning requirements. The project also included extensive public engagement was completed which included several public open houses and consultations with community groups, the City of Toronto, provincial government, Transport Canada and NAV CANADA.

- Hamad International Airport, Airport City Master Plan and Terminal Expansion, Doha, Qatar (2013-2015). Airport Operations Lead part of a team responsible for planning and engineering aspects of terminal design and airside interface for the \$10 Billion airport development program.

PUBLICATIONS & PRESENTATIONS

Publications

- Lindsey, James. "Runway End Safety Areas in Canada Explained – A Practical Overview of NPA 2010-012", 2011

Presentations

- Lindsey, James. "ACAP: How we go here & where we're heading". AMCO Annual General Convention, Kenora, ON October 1, 2018
- Lindsey, James. "Responsible Airport Development". IAAE Canada Annual FOAM Convention, Vancouver, BC, June 2, 2015.
- Lindsey, James. "TP312 5th Edition – Obstacle Limitation Surfaces". AMCO Annual General Meeting, Toronto, ON October 6, 2015.
- Lindsey, James. "Airport Operations Manuals – Understanding the Regulations and Practical Applications of Maintaining and Updating the AOM". IAAE Canada Annual FOAM Convention, Halifax, NS, June 3, 2014.
- Lindsey, James. "TP312 5th Edition – A High Level Review of Practical Implications of the New Canadian Aerodrome Standard". AMCO Airfield Workshop, Kitchener, ON. May 6, 2014.
- Lindsey, James & Schropp, Bernhard. "Airports and Land Use Compatibility – A Practical Overview and Field Tools". SWIFT Annual Conference and Trade Show, Montreal, ON. September 4, 2013.
- Lindsey, James. "Aeronautical Zoning – Principles and Practical Tools". AMCO Airfield Workshop, Waterloo, ON. May 8, 2012.
- Lindsey, James. "Airport Land Use Compatibility – A Practical Overview and Field Tools". AMCO Annual General Meeting, Brantford, ON. October 4, 2011.
- Lindsey, James. "Runway End Safety Areas Explained – A Practical Overview of NPA 2010-012." RCACC General Meeting, Ottawa, ON. May 4, 2011.
- Lindsey, James. "How to Succeed during the Audit Process – Aeronautical Zoning." AMCO Annual General Meeting, Kenora, ON. Sept 28, 2010.
- Lindsey, James. "Registered Aerodromes: Regulatory Requirements and Recommendations." CAGO Annual Meeting, Haliburton, ON. Oct 9, 2008.

Trevor Zemliduk

MANAGER, AIRPORT SAFETY PROGRAMS

PROFILE

Mr. Trevor Zemliduk joined WASCO in 2017 and has over 20 years of industry experience. As a member of the WASCO management team, Mr. Zemliduk oversees a team of professionals who administer and manage the Safety Management System and Quality Assurance Program for 27 airports throughout Canada.

Mr. Zemliduk started his aviation career in airline ground handling and aircraft de-icing operations with Servisair. In his capacity as Manager – De-icing Operations YWG CDF, Mr. Zemliduk was responsible for the commissioning and overall operations management of the, then new, central de-icing facility at the Winnipeg International Airport. In 2012 Mr. Zemliduk joined Air Canada as System De-Icing Manager and was responsible for the oversight of Air Canada de-icing operations at domestic and international outstations.

Since joining WASCO, Mr. Zemliduk led the development of the revised Safety Management System and Quality Assurance Program for the 24 airports owned and operated by the Government of Nunavut. In this role, Mr. Zemliduk was appointed by the Government of Nunavut as the “person managing the Safety Management System” in accordance with the Canada Aviation Regulations. Since then, Mr. Zemliduk has led the transition of three other SMS programs into the administration and management of WASCO. Mr. Zemliduk is currently focused on refining the excellence of the WASCO SMS solution and growing our program to new airports throughout Canada.

EDUCATION

TP312 4th and 5th Edition
Safety Management Systems (SMS)
Air Carrier Accident Investigation
Human Factors
CIM Management / Administration
Smartmanager – Witz Education
Instructional Techniques - IATA
Train the Trainer – De-icing Services, Servisair
Restricted Operator Certificate-Aeronautical Certified Examiner-Industry Canada
Winair Aviation Academy
Basic Business Communication, Red River College

PROFESSIONAL DEVELOPMENT

Certificate in Airside Safety, Airports Council International (ACI)	2018
Instructional Techniques, International Air Transportation Association (IATA)	2005
Commercial Pilot Licence, Canada	1998

Winnipeg Airport Services Corp.

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Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



PROFESSIONAL ASSOCIATIONS

Society of Automotive Engineer (SAE - G12)	Member
International Association of Airport Executives (IAAE Canada)	Member

CAREER HISTORY

COMPANY	TITLE	YEAR
WASCO	Manager, Airport Safety Programs	2017-Present
Air Canada	Manager, Customer Service	2013-2017
Air Canada	Manager, System Deicing	2012-2013
LNT Solutions	Manager, National Sales (Canada/USA)	2011-2012
Servisair	Manager, Deicing Operations	2004-2011
Servisair	Manager, Airport Operations	2000-2004

PROJECT EXPERIENCE

- ➔ Government of Nunavut, Safety Management System (SMS) & Quality Assurance Program (QAP) (2017-present). Project Manager responsible for the development and implementation of a SMS and QAP for twenty-four airports owned and operated by the Government of Nunavut. Project development included site-inspection of all airports to assess airport infrastructure, regulatory compliance per TP312 and operational programs. Project execution involves managing a team of SMS professionals in Winnipeg who remotely administer and manage daily activities associated with the SMS and QAP program including hazard event reporting, risk assessment and reporting.
- ➔ Successfully launched the Central De-Icing Facility in Winnipeg. Created professional relationships and partners included management of a capital and operational budget exceeding 3 million dollars per year. Developed and implemented the 3rd Transport Canada approved deicing facility in Canada behind Toronto and Montreal. Provided CDF and deicing guidance to Transport Canada Prairie and West Regional Inspectors and Superintendents.
- ➔ Developed and implemented a new air carrier deicing manual, training and auditing program to be delivered throughout the air carrier's global stations (domestic and international stations). The programs were developed to be in-line with deicing regulations and globally accepted "Best Practices".
- ➔ Multiple ground handling station start ups ranging from new airport operations to new air carrier contracts in Canada and the United States. Supported the company in the form of operational support and auditing.

PRESENTATIONS

- ➔ Zemliduk, Trevor. "Safety Management Systems". AMCO Annual General Convention, Kenora, ON October 2018
- ➔ Zemliduk, Trevor. Winnipeg successes and challenges-Canadian Airports CDF "Best Practices", Transport Canada, Montreal, QC, June 2010
- ➔ Zemliduk, Trevor. "Cold Weather Challenges in a CDF Operation". SAE G12, San Francisco, CA. May 2010
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, San Francisco, CA. May 2010
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, Berlin, Germany. May 2009
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, Charleston, NC. May 2008

Appendix D

Statutory Declaration


STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of WINNIPEG AIRPORT SERVICES CORP.
Legal Name of Company

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) U the *Occupational Health and Safety Act*, R.S.O. 1990, c.0 .1, as amended, (the "OHSA").
- (b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at WINNIPEG, MB this 16th day of SEPTEMBER 2019.


(Authorized signing agent for the Firm)

DIRECTOR, AIRPORTS
(Title)

204-515-1012.
(Telephone Number)

Appendix E

Sample Contract Agreement

APPENDIX B
CONTRACT PRICE AND REIMBURSABLE EXPENSES

Appendix B

Professional Fee Estimate Summary

	JPL \$115/HR	TZ \$85/HR	SMS Tech \$65/HR	Total (Hrs)	Total Cost
Phase I: Planning the Audit					
Task 1 – Project Initiation	1.0	1.0	2.0	4.0	\$330.00
Task 2 – Audit Preparation	--	2.0	2.0	4.0	\$300.00
Phase II: Conducting the Audit					
Task 3 – Document Review	1.0	2.0	8.0	11.0	\$805.00
Task 4 – Audit Execution	--	12.0	12.0	24.0	\$1,800.00
Phase III: Audit Reports					
Task 5 – Reporting	--	2.0	4.0	6.0	\$430.00
Task 6 – Development of CAPs	N/C	N/C	N/C	N/C	--
Task 7 – Project Close Out	1.0	1.0	2.0	4.0	\$330.00
Sub-Total Professional Fees	3.0	20.0	30.0	53.0	\$3,995.00
Disbursements (Estimated)					
Travel (Meals & Accommodation)					\$990.00
Sub-Total Disbursements					\$990.00
Total					\$4,985.00

Notes:

1. Fixed professional fees.
2. Audit team anticipated to spend approximately two days on-site. Travel time will not be invoiced.
3. All disbursements are estimated and will be charged as incurred, without administrative markup.
4. SMS Tech is a blended rate of Airport Regulatory Programs Coordinator(s) and Airport Regulatory Programs Auditor(s)
5. It is proposed that two staff will be on-site during the audit.
6. All fees excluding applicable taxes.