

## SCHEDULE "3"

### ADDITIONAL MAINTENANCE SERVICES

1. Additional Maintenance Services means all work initiated and authorized by a Work Order and are only comprised of:
  - (a) Routine Maintenance Services that exceed the Routine Maintenance Services Caps described in the Specifications;
  - (b) Maintenance Services required on Class 8 and Class F roads, except those set forth in the Specifications;
  - (c) Quantified Maintenance Services that exceed the total value set out in Appendix A of Schedule 2 ("Quantified Maintenance Services") for the applicable Contract Year; and/or
  - (d) work activities the parties to this Agreement agree to be work that is in the nature of maintenance services.
2. The Province makes no guarantee, representation or warranty of any kind as to the amount, if any, of Additional Maintenance Services during the Term and whether the Province shall use the Contractor to perform any Additional Maintenance Services during the Term of this Agreement.
3. The Province may utilize another contractor to provide the Additional Maintenance Services, whether in whole or in part, or the Province may complete the work itself, in whole or in part.
4. Upon the request of the Province, the Contractor shall provide a detailed written estimate including, but not limited to, labour, equipment, materials, and subcontractors to the Province for the Additional Maintenance Services. The parties may negotiate on the Contractor's estimate and on the basis of payment listed in section 5 of this Schedule.
5. The basis for the payment of Additional Maintenance Services shall be:
  - (a) a price calculated in accordance with Schedule 4 ("Cost Plus Rates"); or
  - (b) a price agreed by the parties (which may be based on Unit Prices).
6. If the Work Order relates to Designated First Nations Services, prior to commencing any work under the Work Order, the Contractor shall:
  - (a) use commercially reasonable efforts to identify a First Nations Entity that shall be involved in undertaking the Additional Maintenance Services, and that:
    - (i) is qualified to perform the work under the Work Order in the same manner as required by the Contractor under this Agreement;
    - (ii) shall agree to complete the work in accordance with the estimate of the work in the Work Order; and
    - (iii) shall agree to facilitate the Contractor complying with section 14.9 of this Agreement; and
  - (b) provide a written description to the Province of the First Nations Entity that satisfies the requirements of subsection 6(a) of this Schedule.

7. If the Contractor is unable to identify a First Nations Entity in accordance with subsection 6(a) of this Schedule, upon the Contractor providing written notice of such fact to the Province, the Province may terminate or revise the Work Order, in its sole discretion.
8. The Contractor must complete the work in accordance with the terms of the Work Order.
9. Unless otherwise directed in the Work Order or revised Work Order, the Specifications shall apply to the performance of the Additional Maintenance Services by the Contractor.
10. The Additional Maintenance Services are warrantied by the Contractor in accordance with the provisions of section 3 in Schedule 1 ("Specifications").
11. The Province shall require from the Contractor a written work schedule that shall detail the planned sequence of work from commencement to full completion and it must be preapproved by the Province in writing prior to the commencement of the work.
12. If the work is delayed for any reason, the Province shall, in writing, either grant an extension of time to the Contractor or terminate the Work Order, effective immediately.
13. In the event there is a scope change or changes in the character of the work within the intended scope resulting in a material cost increase or decrease that shall exceed or reduce the estimate of the work, the Contractor must notify the Province within 5 Working Days of discovering the change, along with details on the forecasted impact of that change on the work schedule and cost of the work.
14. If the Province determines that a change as described in section 13 of this Schedule has occurred, the parties to this Agreement may revise the Work Order in writing or, in the event of a material cost increase, terminate the Work Order. For certainty, the Province shall not compensate the Contractor for cost increases which could have been, in the Province's sole discretion, reasonably avoided despite the changed conditions or changed character of the work.
15. In the event a Work Order or revised Work Order is terminated or cancelled for any reason by the Province, the amount payable to the Contractor shall be determined by the Province, in its sole discretion, whose decision shall be final and binding. The Province shall make its decision after consideration of the circumstances resulting in the termination or cancellation, and of the work completed by the Contractor to the date of the notice of termination or cancellation, including any work authorized by the Province thereafter. The Province shall not pay for work pursuant to a Work Order or revised Work Order that has arisen, in whole or in part, from any error or omission for which the Contractor is responsible.
16. The Contractor shall invoice the Province with accompanying supporting documentation within 30 days of final completion of the Additional Maintenance Services. Notwithstanding the foregoing, in the Province's sole discretion, it may provide its prior written consent to permit the Contractor to receive progress payments for the Additional Maintenance Services, in which case, the Contractor shall be permitted to invoice the Province with accompanying supporting documentation and such progress payments for the Additional Maintenance Services shall be paid within 30 days of receipt of such invoice and accompanying supporting documentation; provided, however, that the Province may withdraw such prior written consent at any time upon written notice to the Contractor. In the event the Contractor fails to submit an invoice for reimbursement within 30 days of final completion of the Additional Maintenance Services, the Contractor may, in the Province's sole discretion, no longer be entitled to reimbursement from the Province pursuant to this Agreement.