

## SCHEDULE 8

### ADDITIONAL SERVICES

#### 1. Definitions

1.1 In this Schedule, unless the context otherwise requires:

- (a) **"Additional Services"** means all work initiated and authorized by Work Order and includes both Guaranteed Additional Services and Other Additional Services;
- (b) **"Changed Condition(s)"** means surficial or subsurface conditions at the Site materially different from those indicated in the Work Order which could not be reasonably foreseen by a reasonably experienced electrical maintenance contractor who conducted a thorough investigation and inspection of the Site and reviewed all Site specific reference information made available by the Province, but does not include any change in quantities or any change to the surficial or subsurface conditions caused by the weather or any natural event;
- (c) **"Commissioning"** means all work necessary to energize any traffic signal controller at a new or modified installation pursuant to the Traffic Controller Design Manual as published by the Province and as may be updated from time to time;
- (d) **"Guaranteed Additional Services"** means the following work initiated and authorized by the Province's Work Order:
  - (i) all final electrical terminations required to energize new and/or modified traffic signal equipment at an existing traffic signal;
  - (ii) Commissioning of all traffic signals on Ministry roadways as per section 500 of the *Traffic Controller Design Manual*, including new traffic signals, modification to existing traffic signals, and replacement of traffic controllers;
  - (iii) collection of controller volume and MOE logs as requested by the Ministry following the guidelines outlined in section 600 of the *Traffic Controller Design Manual* over and above the 60% total pedestrian and traffic signal Inventory number to be collected under Routine Maintenance Services;
  - (iv) implementation of traffic signal timing plans as per section 600 of the *Traffic Controller Design Manual* over and above the 100% of the pedestrian and traffic signal Inventory number to be collected under Routine Maintenance Services;
  - (v) installation of temporary one way bridge signal equipment;
  - (vi) modification of existing field operational temporary one way bridge signal equipment;
  - (vii) Commissioning of all temporary one way bridge signals on Ministry roadways as per section 500 of the *Traffic Controller Design Manual*;
  - (viii) supply and installation of uninterruptible power supplies, complete with cabinets, at traffic signals only; and
  - (ix) all temporary revision to signal operations and lighting for special events, including but

not limited to sporting events, filming and wide load transportation, as required.

- (e) **"Mileage"** means transportation of crew and equipment to the Site from the Base Location; mileage will only be paid when the Site exceeds 60km one way from the Base Location; furthermore, only one round trip/per vehicle per Work Order for Mileage will be allowed, unless additional trips are pre-approved by the Ministry Representative;
- (f) **"Other Additional Services"** means work initiated and authorized by Work Order other than Guaranteed Additional Services and includes but is not limited to:
  - (i) Supply and installation of conduit, concrete bases, vaults, and concrete or plastic junction boxes;
  - (ii) Supply and installation of luminaire poles, signal poles, sign poles, post mounted flashers, traffic controllers and service equipment;
  - (iii) Supply and installation of wiring;
  - (iv) Removal and disposal of concrete and asphalt;
  - (v) Supply and installation of detector loops for traffic signals;
  - (vi) Installation of concrete sidewalks, concrete curbs, traffic and median islands and asphalt concrete pavement for electrical work;
  - (vii) Removal of existing electrical equipment;
  - (viii) Installation of short count and permanent count traffic stations;
  - (ix) Installation of webcams, speed reader boards and changeable message signs, etc.;
  - (x) Drilling and pushing;
  - (xi) Inspection of third party electrical installations; and
  - (xii) Miscellaneous electrical work as, if and when required.
- (g) **"Site"** means the area within the Electrical Service Area identified or referenced in the Work Order;
- (h) **"SSHC" and "Standard Specifications"** means the Standard Specifications for Highway Construction as updated on the Province's website from time to time; and
- (i) **"Work Order"** means a written order issued by the Province to the Contractor requiring the Contractor to perform Additional Services as agreed upon by both Parties. Notwithstanding the foregoing, where the Parties do not reach agreement on the Work Order for Additional Services, the Work Order may become a directive from the Province to the Contractor to perform the Additional Services with the payment of such work being determined pursuant to Section 3(a) of this Schedule.

1.2 All other capitalized words and phrases will have the meaning ascribed to them in the Agreement.

## 2. Additional Services

- 2.1 Provided the Contractor is not in material breach of this Agreement, the Province will provide, by way of Work Order, all Guaranteed Additional Services to the Contractor, and not to another contractor, and the Contractor will be required to perform the Guaranteed Additional Services.
- 2.2 Guaranteed Additional Services will not be undertaken by the Contractor unless authorized by a written Work Order issued and executed by the Province.
- 2.3 The Province will annually adjust the Unit Prices in Appendix 1 by applying the Price Adjustment Factor in Schedule 7 ("Annual Adjustment Process"), with the adjustment to be effective for the applicable Contract Year stated in the written notice from the Province to the Contractor.
- 2.4 The Contractor will invoice the Province with accompanying supporting documentation within 30 days of fully completing the Additional Services. In the event the Contractor fails to submit an invoice for reimbursement within 30 days of final completion of this work, the Contractor may no longer be entitled to reimbursement from the Province pursuant to this Schedule at the Province's discretion.
- 2.5 The Province makes no guarantee, representation or warranty of any kind on the amount of Additional Services that the Province will be requiring from the Contractor during the Term.
- 2.6 The Province makes no guarantee, representation or warranty of any kind as to whether the Province will use the Contractor to perform any Other Additional Services during the Term of the Agreement.
- 2.7 The Province reserves the right to:
  - (a) direct the Contractor to perform Other Additional Services by way of Work Order pursuant to Section 3.1 above;
  - (b) utilize another contractor to perform Other Additional Services;
  - (c) complete Other Additional Services by its own forces; or
  - (d) upon providing notice to the Contractor, utilize another contractor to complete Other Additional Services that are commenced by the Contractor.

## 3. Work Orders

- 3.1 Subject to Section 3.2 below, the Province will issue a Work Order for Additional Services pursuant to:
  - (a) the Contractor's quoted price stipulating the cost of such work as broken down by labour, equipment, materials, subcontractors and other costs with accompanying confirmation of an arm's length material supplier pursuant to Section 3.4 below; or in accordance with
  - (b) the Unit Prices in Appendix 1;

or failing mutual agreement pursuant to either (a) and (b) above, then pursuant to:

(c) the time, equipment and material rates in Section 4 of Appendix 1 to this Schedule.

- 3.2 The Province will issue a Work Order for the Commissioning of new traffic and pedestrian signals stipulating the cost of such work pursuant to the Unit Price for Commissioning in Appendix 1 Section 1.1, while the cost of all other Commissioning will be stipulated in accordance with the time, equipment and materials rates in Appendix 1 Section 4.
- 3.3 The Contractor must complete the work in accordance with the terms of the Work Order.
- 3.4 The Contractor must utilize a material supplier that is arm's length from the Contractor for the purposes of 3.1(a) herein. Arm's length means that there is no connection arising directly or indirectly through the ownership or holding of shares or other equity interests, including the ownership or holding by the Contractor of shares or other equity interests in the material supplier.
- 3.5 The Province may require a work schedule from the Contractor for Work Orders over \$5,000.00. The work schedule will describe the planned sequence of work from start to completion and will be submitted to the Province and approved prior to the Contractor starting work.
- 3.6 Where the completion of Additional Services has been delayed because of a delay to the supply of materials or a delay caused by a utility company, municipality or other third party, the Province will either grant the Contractor a time extension or terminate the Work Order and hire another contractor to perform or complete the Additional Services.
- 3.7 The Contractor will give 5 Working Days' notice to the Province of a Changed Condition.
- 3.8 If the Province determines that a Changed Condition has arisen, and such Changed Condition would cause an increase or decrease in either the costs to be incurred by the Contractor or in the time required to perform the Additional Services, the Province may enter into a supplemental Work Order by mutual agreement with the Contractor adjusting the payment required for the performance of the Additional Services or adjusting the time required to perform the Additional Services.
- 3.9 With respect to a Changed Condition claim, the Contractor will not claim for that portion of the costs which could have been avoided by the Contractor.

#### **4. Pre-Construction and Progress Meetings**

- 4.1 The Contractor must attend, at the Province's request, a pre-construction meeting with the Province and all interested parties (including but not limited to local governments and developers), prior to the commencement of the Additional Services.
- 4.2 Progress meetings will be held at the discretion of the Province.
- 4.3 The Contractor will not be entitled to payment from the Province for the Contractor's attendance at pre-construction and progress meetings.

## 5. Standards for Additional Services

- 5.1 Unless otherwise directed in writing by the Province to the Contractor, the current version of the Standard Specifications for Highway Construction will apply to the performance of Additional Services by the Contractor, with the exception of the payment provisions in the Standard Specifications for Highway Construction which will not apply, as payments to the Contractor are in accordance with this Schedule and its Appendix.

**APPENDIX 1 (TO SCHEDULE 8)  
UNIT PRICES FOR ADDITIONAL SERVICES  
@@ Service Area**

	<b>ELECTRICAL INSTALLATIONS</b>	<b>Units of Measurement</b>	<b>Unit Price for First Contract Year</b>
<b>1</b>	<b>TRAFFIC SIGNALS</b> Traffic Controller Design Manual Sections 500 and 600		
1.1	Commissioning of new traffic and or Pedestrian Signals	ea	
1.2	Timing sheet implementation	ea	
1.3	Volume / measure of effectiveness (MOE) uploads	ea	
<b>2</b>	<b>DETECTOR LOOPS</b> Standard Specifications for Highway Construction Section 635.22		
2.1	Diamond loop at a traffic signal including splicing and labelling, up to 10m lead-in.	ea	
2.2	Round detector loop at a traffic signal including splicing and labelling, up to 10m lead-in.	ea	
2.3	Square 1.8 x 1.8 m Loop at a traffic count station including splicing, labelling, up to 10m lead-in.	ea	
2.4	Rectangular 1.8 m x 4 m (or larger) detector loop for traffic count stations including splicing, labelling, up to 10m lead-in.	ea	
2.5	Loop lead-ins over 10 m.	lm	
2.6	Saw cut (typically 65mm depth, 20 metre cut)	lm	
2.7	Supply and install pre-formed loop c/w lead in	ea	
<b>3</b>	<b>MAINTENANCE OF TRAFFIC COUNT STATIONS</b> Count Station Installation and Maintenance Guidelines		
3.1	Short count station condition assessment	ea	
3.2	Replacement of PVC conduit (short count station)	ea	
3.3	Post change-out	ea	
<b>4</b>	<b>TIME, EQUIPMENT AND MATERIALS</b>		
4.1	Labourer	hourly	
4.2	Trade qualified electrician	hourly	
4.3	Traffic technician	hourly	
4.4	Pick up or arrow board vehicle	hourly (equipment only)	
4.5	Bucket truck	hourly (equipment only)	
4.6	Crane truck	hourly (equipment only)	
4.7	Subcontractor services and hired equipment	Invoice Cost + 10%	N/A
4.8	Materials	Invoice Cost + 10%	N/A