

SCHEDULE "2"

QUANTIFIED MAINTENANCE SERVICES

1. Quantified Maintenance Services Delivery

1.1 Subject to section 1.2 of this Schedule, in each Contract Year, the Contractor shall perform the Quantified Maintenance Services to the total value of Quantified Maintenance Services set forth in Appendix A of this Schedule for the Contract Year. The parties to this Agreement acknowledge that there shall be reallocations to the items comprising the Quantified Maintenance Services every Contract Year to meet the needs of the Highways as circumstances require and develop, pursuant to section 2.4 of this Schedule and the terms of this Schedule, although the total value of Quantified Maintenance Services set forth in Appendix A of this Schedule shall be unchanged, subject to the provisions of Articles 6 and 12 of this Agreement. Appendix A shall be replaced for each Contract Year in accordance with the provisions of Schedule 6 ("Annual Adjustment Process") and at every instance when a reallocation occurs in accordance with the provisions of subsection 6.4(b) of this Agreement.

1.2 If requested by the Contractor, the Province may agree in writing to:

- (a) carry forward the value of unperformed Quantified Maintenance Services for a Contract Year into the next Contract Year, the value of which is not to exceed 5% of the total value of Quantified Maintenance Services in Appendix A of Quantified Maintenance Services for the Contract Year in which it was not performed; and
- (b) claw back from the current Contract Year the value of the Quantified Maintenance Services performed in the immediately preceding Contract Year that exceeded the total value of Quantified Maintenance Services in Appendix A of Quantified Maintenance Services for the immediately preceding Contract Year by up to 5%.

For greater certainty, under no circumstances shall: (i) the carry forward in subsection 1.2(a) of this Schedule be permitted in any Contract Year other than the next Contract Year after the Contract Year in which the Quantified Maintenance Services were unperformed; or (ii) the claw back in subsection 1.2(b) of this Schedule be permitted in any Contract Year other than the Contract Year immediately preceding the current Contract Year.

Notwithstanding the percentages indicated in subsections 1.2(a) and 1.2(b) of this Schedule, in the Province's sole discretion in circumstances that it considers extraordinary, the parties under this Agreement may agree in writing to increase the percentage of the carry forward or the claw back.

1.3 If, as a result of one or more re-allocations by the parties under section 2.4 of this Schedule during a Contract Year, the quantity of any particular Unit Price Item of Quantified Maintenance Services to be performed during that Contract Year changes by more than 20%, whether positive or negative in nature, from the quantity specified in this Schedule, then:

- (a) either party under this Agreement may, by written notice to the other party, request that a new Unit Price for the item subject to that change be determined by the parties;
- (b) upon a notice being given under subsection 1.3(a) of this Schedule, the parties under this Agreement shall enter into good faith negotiations to determine a new Unit Price for that item;

- (c) any new Unit Price determined under this section shall only be in effect from the date of the re-allocation which triggered the application of this section until the end of the Contract Year in which that re-allocation took place; and
- (d) in the event the parties do not agree on the new Unit Price, either party to this Agreement may elect to invoke section 19.4 of this Agreement.

For greater certainty, any re-allocation to the Quantified Maintenance Services and any new Unit Price(s) established by this section 1.3 of this Schedule in a Contract Year shall not affect the total value of the Quantified Maintenance Services for that Contract Year.

- 1.4 Appendix A of this Schedule includes work items that are Unit Price Items that include quantities and Lump Sum Items that do not include quantities. Unit Prices are those prices bid by the Contractor in its proposal to the RFP for each Unit Price Item. The Lump Sum Value for each Lump Sum Item is negotiated by the parties for each Contract Year. The Total Lump Sum Value and the Unit Prices shall be adjusted in accordance with Schedule 6 ("Annual Adjustment Process") and additionally for Unit Prices only, in accordance with a re-allocation pursuant to section 1.3 of this Schedule. The parties understand that all Unit Price Items and Lump Sum Items together shall equal the total value of Quantified Maintenance Services in Appendix A for the Contract Year; the Province may, in its sole discretion, allocate a portion of the Total Lump Sum Value to Unit Price Items (and vice versa) in any given Contract Year by 30 days' written notice to the Contractor.
- 1.5 Lump Sum Values and Unit Prices are inclusive of, but are not limited to: traffic management, required permits, consents and authorities issued by any level of government or agencies of government, time, labour, materials, equipment, mobilization, subcontracting, professional consultants, overhead, profit, general supervision, occupation tax and any other federal or provincial revenue legislation (exclusive of GST), premiums for insurance policies, bonding, costs for the use of all tools and equipment, and all costs included by the Contractor in supplying the materials.

2. Two-Year Quantified Work Plan

- 2.1 The Two-Year Quantified Work Plan, which is developed jointly between the parties under this Agreement, shall be delivered by the Contractor to the Province in accordance with section 15.7 of this Agreement and is subject to the approval of the Province, in its sole discretion.
- 2.2 The Two-Year Quantified Work Plan shall take into consideration the forecasted Highways requirements of the Service Area for the applicable Contract Year.
- 2.3 The Contractor shall at all times ensure that repairs are identified, planned and carried out in order of priority to meet the needs of the Highways.
- 2.4 The parties under this Agreement may agree to reallocate the quantities for specific Unit Price Items within the Quantified Maintenance Services for a given Contract Year. However, failing agreement of the reallocation based on a value for value basis pursuant to the Unit Prices Items set out in Appendix A of this Schedule, the Province may decide and impose a reallocation on 30 days' written notice to the Contractor. A reallocation of specific items hereunder is final and binding and is not subject to arbitration or dispute resolution, and shall terminate at the end of the Contract Year in which it was made.

- 2.5 Each Contract Year, in the preparation of the Two-Year Quantified Work Plan, the Contractor shall include the Unit Price Items indicating the planned work activities for the performance of those Unit Price Items.
- 2.6 Each Contract Year, in conjunction with the preparation of the Two-Year Quantified Work Plan, the Contractor shall prepare a detailed written estimate for each Lump Sum Item applicable to such Two-Year Quantified Work Plan, for the Province's approval, in its sole discretion. Furthermore, the Contractor shall, at the Province's written request, prepare revised estimates in a timely manner for the Province's approval, in its sole discretion, during the Contract Year. The detailed estimate shall break down each Lump Sum Item by the activities that comprise the Lump Sum Item, and by labour, equipment, materials, subcontractors and other costs. In the event the Province does not approve the detailed estimate, whether in whole or in part, the Province may direct the Contractor, by written notice, to perform some or all Lump Sum Items at cost, with a 5% markup for overhead or profit.
- 2.7 When the Two-Year Quantified Work Plan is submitted by the Contractor to the Province for approval, the Province shall, as soon as reasonably practicable, and in any event not later than 10 Working Days after receiving the proposed Two-Year Quantified Work Plan, provide written notice to the Contractor as to whether the proposed Two-Year Quantified Work Plan is acceptable to the Province and, if not, in what respects it is not acceptable. If the Contractor has not been formally advised of the Province's decision within such 10 Working Day period, under no circumstances shall that be construed as approval of the proposed Two-Year Quantified Work Plan. In addition, responsibility for ensuring that the proposed Two-Year Quantified Work Plan is in compliance with the requirements of this Agreement rests solely with the Contractor and shall not be mitigated by the Province's approval of the proposed Two-Year Quantified Work Plan.
- 2.8 Notwithstanding that the Province has formally advised the Contractor that the proposed Two-Year Quantified Work Plan is acceptable pursuant to section 2.7 of this Schedule:
- (a) in addition to, but not in derogation of, the rights of the Province pursuant to subsection 2.8(b) of this Schedule, either party may, by written notice to the other party, request an amendment to the Two-Year Quantified Work Plan upon the occurrence of a change to the content of the Two-Year Quantified Work Plan; provided however that such proposed amendment shall only be effective if agreed to in writing by each of the parties under this Agreement; and
 - (b) the Province shall be entitled, in its sole discretion, to revoke its approval of a Two-Year Quantified Work Plan by written notice to the Contractor, if there is subsequent evidence that renders the Two-Year Quantified Work Plan not acceptable to the Province.
- 2.9 If the Contractor does not deliver the Two-Year Quantified Work Plan by the applicable date as specified in section 15.7 of this Agreement or if the Two-Year Quantified Work Plan is not acceptable to the Province (or the Province revokes its approval), the Province may impose on the Contractor a Two-Year Quantified Work Plan by delivering to the Contractor a copy of the Two-Year Quantified Work Plan as prepared by the Province. The provisions of Article 19 of this Agreement shall not apply to this section 2.9.
- 2.10 In each Contract Year, the Contractor shall deliver to the Province the reports of completed Quantified Maintenance Services pursuant to subsection 15.5(b) of this Agreement.

**APPENDIX A (TO SCHEDULE 2)
QUANTIFIED MAINTENANCE SERVICES PLAN FRAMEWORK**

Contract Year 1

Maintenance Specification	Quantified Maintenance Services	Activity Number	Unit of Measure	Quantities for Unit Price Items	Unit Price	Lump Sum Value	Total
Asphalt Pavement Maintenance	Overlay Patch	101300	tonne	0	\$0.00		\$0.00
	Overlay Patch - Isolated	101301	tonne	0	\$0.00		\$0.00
	Overlay Patch (handwork)	101302	tonne	0	\$0.00		\$0.00
	Overlay Patch - Isolated (handwork)	101303	tonne	0	\$0.00		\$0.00
	Replacement Patch	101304	tonne	0	\$0.00		\$0.00
	Replacement Patch (handwork)	101305	tonne	0	\$0.00		\$0.00
	Spray Patching	101306	litre	0	\$0.00		\$0.00
	Spray Patching - Isolated	101307	litre	0	\$0.00		\$0.00
	Crack Sealing	101308	litre	0	\$0.00		\$0.00
	Crack Filling	101309	litre	0	\$0.00		\$0.00
Surface Treatment	graded aggregate seal	102300	m2	0	\$0.00		\$0.00
	graded aggregate seal - Isolated	102301	m2	0	\$0.00		\$0.00
	sand seal	102302	m2	0	\$0.00		\$0.00
Highway and Shoulder Grading and Re-shaping	Grading	103300	rd km	0	\$0.00		\$0.00
	Grading (Re-shaping)	103301	rd km	0	\$0.00		\$0.00
	Shoulder Grading	103302	sh km	0	\$0.00		\$0.00
	Shoulder Grading (Re-shaping)	103303	sh km	0	\$0.00		\$0.00
Dust Control and Base Stabilization	dust control	104300	litre	0	\$0.00		\$0.00
	Base Stabilization	104301	litre	0	\$0.00		\$0.00
Surface and Shoulder Graveling	surface graveling – crush	105300	m3	0	\$0.00		\$0.00
	surface graveling – crush - Isolated	105301	m3	0	\$0.00		\$0.00
	surface graveling - pit run	105302	m3	0	\$0.00		\$0.00
	surface graveling - pit run - Isolated	105303	m3	0	\$0.00		\$0.00
	Shoulder graveling - crush	105304	m3	0	\$0.00		\$0.00
	Shoulder graveling - crush - Isolated	105305	m3	0	\$0.00		\$0.00
	Shoulder graveling - pit run	105306	m3	0	\$0.00		\$0.00
	Shoulder graveling - pit run - Isolated	105307	m3	0	\$0.00		\$0.00
Road Base Maintenance	repair	106300	m3	LS	LS	LS	LS
Surface Cleaning	remove Accumulations (barrier)	107300	lin m	0	\$0.00		\$0.00
	remove Accumulations (additional)	107301	sh km	0	\$0.00		\$0.00
Cattle Guard System Maintenance	replace, new, elevation correction	109300	ea	LS	LS	LS	LS
Raised Hard Surfaced Infrastructure and Safety Device Maintenance	barrier cable - replace	110300	lin m	0	\$0.00		\$0.00
	barrier cable - new	110301	lin m	LS	LS	LS	LS
	barrier concrete - replace	110302	ea	0	\$0.00		\$0.00
	barrier concrete - new	110303	lin m	LS	LS	LS	LS
	barrier steel - replace	110304	lin m	0	\$0.00		\$0.00
	barrier steel - new	110305	lin m	LS	LS	LS	LS
	traffic island - replace	110306	m2	LS	LS	LS	LS
	traffic island - new	110307	m2	LS	LS	LS	LS
curb asphalt - replace	110308	lin m	0	\$0.00		\$0.00	

Maintenance Specification	Quantified Maintenance Services	Activity Number	Unit of Measure	Quantities for Unit Price Items	Unit Price	Lump Sum Value	Total
	curb asphalt - new	110309	lin m	0	\$0.00		\$0.00
	curb concrete - replace	110310	lin m	0	\$0.00		\$0.00
	curb concrete - new	110311	lin m	0	\$0.00		\$0.00
	impact attenuator - replace, new	110312	ea	LS	LS	LS	LS
	anti-glare - replace, new	110313	ea	LS	LS	LS	LS
	sidewalks - replace	110314	ea	LS	LS	LS	LS
	pedestrian paths - replace, new	110315	ea	LS	LS	LS	LS
	spillways - replace, new	110316	ea	LS	LS	LS	LS
Ditch Maintenance	0 - 30 kms one way haul distance	201300	lin m	0	\$0.00		\$0.00
	31 - 60 kms one way haul distance	201301	lin m	0	\$0.00		\$0.00
	61 - 100 kms one way haul distance	201302	lin m	0	\$0.00		\$0.00
	new construction, repair embankments/ back slopes, widen/deepen collection areas	201303	lin m	LS	LS	LS	LS
	remove localized minor rock side casting	201304 201305	m3 lin m	LS 0	LS \$0.00	LS	LS \$0.00
Drainage Appliance Maintenance	removal of Debris/obstructions	202301	ea	LS	LS	LS	LS
	culvert install (to 400mm) max. 2m height of cover	202302	lin m	0	\$0.00		\$0.00
	culvert install (401mm to 600mm) max. 2m height of cover	202303	lin m	0	\$0.00		\$0.00
	culvert install (601mm to 1200mm) max. 2m height of cover	202304	lin m	0	\$0.00		\$0.00
	culvert install (to 2999mm)	202305	lin m	LS	LS	LS	LS
	Flume install (to 2999mm)	202306	lin m	LS	LS	LS	LS
	re-setting, repair, replace and new other Drainage Appliances	202307	ea	LS	LS	LS	LS
	boring, auguring, pushing, installing inserts	202308	lin m	LS	LS	LS	LS
	install Rip-rap or other suitable material	202309	m3	LS	LS	LS	LS
	Trash Racks - clean	202310	m3	0	\$0.00		\$0.00
	Trash Racks - repair	202311	ea	LS	LS	LS	LS
	Trash Racks - replace, new	202312	ea	LS	LS	LS	LS
	catch basin install (metal, concrete)	202313	ea	LS	LS	LS	LS
Shore, Bank and Watercourse Maintenance	removal of Debris/obstructions, provide catchment areas	203300	m3	LS	LS	LS	LS
	install Rip-rap or other suitable material	203301	m3	LS	LS	LS	LS
Vegetation Control	cut vegetation (Shoulder top and 0 - 1.8m)	401300	sh km	0	\$0.00		\$0.00
	cut vegetation (Rest Areas/other specified locations)	401301	m2	0	\$0.00		\$0.00
	cut vegetation (Raised Hard Surfaced Infrastructure)	401302	m2	0	\$0.00		\$0.00
Brush, Tree and Danger Tree Removal	brushing (machine)	402300	sh km	0	\$0.00		\$0.00
	brushing (hand cutting)	402301	m2	LS	LS	LS	LS
	brushing (hand cutting individual tree), Danger Tree removal, overhanging trees/limbs	402302	ea	LS	LS	LS	LS

Maintenance Specification	Quantified Maintenance Services	Activity Number	Unit of Measure	Quantities for Unit Price Items	Unit Price	Lump Sum Value	Total
Fence Maintenance	Schedule 1 and 2 fences - temporary repairs	405300	lin m	0	\$0.00		\$0.00
	Schedule 1 and 2 fences - permanent repairs	405301	lin m	0	\$0.00		\$0.00
	Specialty Fences - temporary and permanent repair, new	405302	lin m	LS	LS	LS	LS
Roadside Catchment Appurtenances Maintenance	repair, replace	406300	ea	LS	LS	LS	LS
	crack seal/repair	406301	litre	LS	LS	LS	LS
	rock/sediment/Debris removal	406302	m3	LS	LS	LS	LS
	relief well - clean	406303	ea	LS	LS	LS	LS
Sign System Maintenance	delineator system install - plastic post/fibreglass post, telspar, u channel post, Shoulder mount	501300	ea	LS	LS	LS	LS
	delineator install - barrier, top mount or side mount, W055, shoulder mount	501301	ea	LS	LS	LS	LS
	1 post Sign System install (< 1.09 m2)	501302	ea	0	\$0.00		\$0.00
	1 post Sign System install (> 1.09 m2)	501303	ea	0	\$0.00		\$0.00
	2 post Sign System install (< 3.2 m2)	501304	ea	0	\$0.00		\$0.00
	2 post Sign System install (> 3.2 m2)	501305	ea	0	\$0.00		\$0.00
	3 post Sign System install - (< 10.1 m2)	501306	ea	0	\$0.00		\$0.00
	3 post Sign System install - (> 10.1 m2)	501307	ea	0	\$0.00		\$0.00
	Sign install (< 1.09 m2)	501308	ea	0	\$0.00		\$0.00
	Sign install (1.1 m2 to 3.2 m2)	501309	ea	0	\$0.00		\$0.00
	Sign install (3.3 m2 to 7.1 m2)	501310	ea	0	\$0.00		\$0.00
	Sign install (7.2 m2 to 10.1 m2)	501311	ea	0	\$0.00		\$0.00
	Sign install (> 10.1 m2)	501312	ea	0	\$0.00		\$0.00
	Sign Face Overlay install (< 1.09 m2)	501313	ea	0	\$0.00		\$0.00
	Sign Face Overlay install (1.1 m2 to 3.2 m2)	501314	ea	0	\$0.00		\$0.00
	Sign Face Overlay install (3.3 m2 to 7.1 m2)	501315	ea	0	\$0.00		\$0.00
	Sign Face Overlay install (7.2 m2 to 10.1 m2)	501316	ea	0	\$0.00		\$0.00
	Sign Face Overlay install (> 10.1 m2)	501317	ea	0	\$0.00		\$0.00
Sign install (ministry-supplied materials)	501318	ea	LS	LS	LS	LS	
Temporary Pavement Markings and Eradication	restore or new temporary pavement markings	502300	line km	0	\$0.00		\$0.00
	restore or new temporary pavement markings	502301	m2	0	\$0.00		\$0.00
	eradicate temporary pavement markings	502302	line km	0	\$0.00		\$0.00
	eradicate temporary pavement markings	502303	m2	0	\$0.00		\$0.00
	eradicate permanent pavement markings	502304	line km	0	\$0.00		\$0.00
	eradicate permanent pavement markings	502305	m2	0	\$0.00		\$0.00
Bridge Deck Maintenance	timber Re-decking (Minor)	601300	m2	0	\$0.00		\$0.00
	timber Re-decking (Major)	601301	m2	0	\$0.00		\$0.00
	linseed oil/mineral spirit treatment	601302	m2	0	\$0.00		\$0.00
	concrete repair	601303	m3	0	\$0.00		\$0.00
	crack seal	601304	lin m	0	\$0.00		\$0.00
	crack repair	601305	lin m	0	\$0.00		\$0.00

Maintenance Specification	Quantified Maintenance Services	Activity Number	Unit of Measure	Quantities for Unit Price Items	Unit Price	Lump Sum Value	Total
Bridge Joint Maintenance	Bridge Joint Armour and Joint seal replace	604300	lin m	0	\$0.00		\$0.00
	Bridge Joint seal replace	604301	lin m	LS	LS	LS	LS
Bridge Bearing Maintenance	Bridge Bearing and components replace	605300	ea	LS	LS	LS	LS
Structure Minor Coating	steel/timber surfaces, steel/timber rail systems	607300	m2	LS	LS	LS	LS
Concrete Structure Maintenance	concrete repair, crack seal/repair	608300	m3	LS	LS	LS	LS
Bridge Piling Maintenance	replace	610300	ea	LS	LS	LS	LS
Retaining Wall Maintenance	Retaining Wall and components - repair, replace	611300	m2	LS	LS	LS	LS
Timber Truss Bridge Maintenance	Truss Rods, Lateral Rods, End Posts, Main Braces, Counter Braces, Floor Beams, Corbels - replace	613300	ea	LS	LS	LS	LS
	Truss Rods or Camber - adjust	613301	ea	LS	LS	LS	LS
Timber and Log Bridge Maintenance	components - replace	614300	ea	LS	LS	LS	LS
LAS - Invasive Plants Management	seeding	913300	m2	LS	LS	LS	LS
LAS - Pavement Surface Reflectors	replace, new	917300	ea	LS	LS	LS	LS
LAS - Highway Crossing Infrastructure	surface repairs	911300	m3	LS	LS	LS	LS
LAS - Wildlife Exclusion System Maintenance	repairs	925300	ea	LS	LS	LS	LS
	brush removal	925301	m2	0	\$0.00		\$0.00
	height restoration	925302	ea	LS	LS	LS	LS
LAS - Sound Wall Maintenance	Sound Wall and components - repair, replace	923300	m2	LS	LS	LS	LS
TOTAL VALUE OF UNIT PRICE ITEMS							\$0.00
TOTAL LUMP SUM VALUE							\$0.00
TOTAL VALUE OF QUANTIFIED MAINTENANCE SERVICES							\$0.00