

## **AGREEMENT RESPECTING SERVICING**

### **BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

hereinafter called the "Region"

of the first part

- AND -

**FONTHILL GARDENS INC. and TOWN OF PELHAM**

hereinafter collectively called the "Developers"

of the second part

**WHEREAS** the Region is the owner of Regional Road 20, Highway 20, (hereinafter called the "Road") in the Town of Pelham;

**AND WHEREAS** the Developers own the lands in the southwest quadrant parcel of land bounded by Regional Road 20 in the Town of Pelham as described in Schedule "A" (hereinafter called the "Lands") and wishes to carry out certain improvements upon the Lands related to the East Fonthill Development (hereinafter called the "Development");

**AND WHEREAS** changes to the Road are necessary to accommodate the Development and increased traffic, including, but not limited to construction of turning lanes, traffic signals, line painting and road widening which in turn require related engineering, inspection, and contingencies, as generally shown and described in Schedules "B" and "C", hereinafter collectively referred to as the "Road Project";

**AND WHEREAS** the Developers wish to enter into this Agreement with the Region (hereinafter called the "Agreement") which sets out the Developers' financial and other obligations pertaining to the Road Project;

**AND WHEREAS** the terms of the Agreement must both comply with the Region's requirements and be consistent with the conditions of approval required through the Town of Pelham draft plan of subdivision approval process;

**AND WHEREAS** the Developers wish to complete the Road Project by retaining qualified contractors and engineering consultants to construct and inspect the Road Project;

**AND WHEREAS** the Developers have agreed to pay for their portion of cost related to the Road Project, including, but not limited to design, tender, construction, and engineering inspection to the satisfaction of the Region. Estimated costs of the Road Project are contained in Schedule "C".

**AND WHEREAS** the Region has approved the design of the Road Project;

**AND WHEREAS** all parties have agreed in principle to co-operate in accommodating the Road Project;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties agree as follows:

1) The recitals herein are true in substance and in fact.

2) Definitions

In this Agreement and in the recitals and schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following words, terms and expressions shall have the following meanings:

- a) "Completion Certificate" means the certificate issued by the Region at and evidencing Construction Completion for the Road Project.
- b) "Construction Completion" means when the Region is satisfied that the price of completion, correction of a known defect, or last supply of services or materials is not more than the lesser of: 1% of the Contract price; or \$1,000.
- c) "Contract Price" means the estimated construction costs for the Road Project attached in Schedule "C".
- d) "Final Design and Contract Documents" means the final design and contract documents based on the principles and concepts contained in The Village of East Fonthill tender documents negotiated to date, including addendums, as amended and approved by the Region from time to time acting reasonably.

3) The Developers shall complete the Road Project in accordance with the Region approved design, Final Design and Contract Documents, the Niagara Peninsula Standard Contract Documents, the Niagara Region Traffic Signal Standards, and project overview as shown in Schedule "B" (subject to such changes required by the Region acting reasonably as the Road Project progresses or requested by the Developers and approved by the Region acting reasonably) including installation of turning lanes, traffic signals, line painting, road widening, engineering inspection, appropriate materials testing, equipment, contingencies and appurtenances, and in accordance with the terms and conditions of this Agreement, and shall complete all restoration to the satisfaction of the Region.

4) The Developers shall be responsible for all required works, construction, engineering, and inspection and testing of the Road Project in accordance with the Final Design and Contract Documents as approved by the Region. For greater clarity this includes, but is not limited to: Contract Administration and Construction Inspection by a qualified engineering consultant; Weekly inspection reports; Construction Coordination; appropriate materials testing and weekly

reporting; Regulatory Requirements; Quality Control; and addressing all deficiencies, to the satisfaction of the Region. All requirements of the Region shall be met prior to issuance of Completion Certificate by the Region for the Road Project. The Developers shall complete the Road Project within **two (2) years** of execution of this Agreement.

5) The costs of the Road Project shall be paid as follows:

- (a) The Developers shall pay and be responsible for all costs of the Road Project as they are incurred and invoiced in accordance with the terms of any such invoice on a joint and several basis.
- (b) The Developers shall pay all the Region's costs including but not limited to engineering, materials, construction, monitoring and ongoing inspection of the Road Project as they are incurred and invoiced.
- (c) Prior to the execution of this Agreement by the Developers, Fonhill Gardens Inc. shall provide to the Region security for completion of the Road Project, in the form of an automatically renewable and irrevocable standby letter of credit in a form satisfactory to the Director of Legal and Court Services in the amount of **\$261,570** which is the developer's share of the current estimated cost of the Road Project.
- (d) The Town of Pelham will provide a letter to the Region confirming it will forthwith upon demand, pay the Region a further sum equal to the amount if any the Region calls on the letter of credit provided by Fonhill Gardens Inc. as security for Town of Pelham's share of the total cost of the Road Project.
- (e) The total estimated cost of the Road Project is **\$523,140** and the itemized breakdown is outlined in Schedule "C". The amount of the letter of credit shall in no way limit the liability of the Developers to pay the full amount of any costs incurred to construct the Road Project as and when incurred and in accordance with the requirements of this Agreement even if the costs exceed the amount of the security. As the Road Project proceeds, Fonhill Gardens Inc. may request the Region accept replacement letters of credit and replacement commitment letters from the Town of Pelham, in amounts reduced based upon the amount of work-in-place at such time provided Region shall not be obligated to accept any request unless it is wholly satisfied in its discretion acting reasonably, that the replacement security is sufficient in all respects to ensure due completion of the Road Project.
- (f) Forthwith after execution of the Agreement by the Developers, the Developers shall pay to the Region the Region's legal administration fee, together with any applicable taxes thereon. As of January 1, 2015, this fee is \$500.00 and no taxes are payable thereon.
- (g) The Developers shall warrant the Road Project for a period of one (1) year (the "**Warranty Period**") following issue of the Completion Certificate for

each such project, such that the Developers shall be responsible for remedying any deficiencies that may arise during the Warranty Period in relation of the Road Project.

- (h) Subject to section 5(i) of this Agreement, in respect to the security provided pursuant to Clause 5(c) above, the Region agrees that: (i) Forty-five (45) calendar days following the issuance of Completion Certificate by the Region for the Road Project to the Developers, the Region shall reduce its security requirements to an amount equal to ten (10) per cent of the original face value of that portion of the Letter of Credit to secure the warranty for the Project; (ii) No later than Thirty (30) days following the expiration of the Warranty Period arising from the Road Project, the Region shall return that portion of the remaining Letter of Credit related to the project with respect to which the Warranty Period has expired provided there are no outstanding deficiencies related to such Project.
  - (i) The Region shall, notwithstanding sections 5(h) herein be entitled to withhold from any monies otherwise payable or security to otherwise be released an amount sufficient to cover any outstanding or disputed liabilities, including the cost to remedy deficiencies, reduction in value of substandard portions of the works forming part of the Road Project and claims for damage by third parties that have not been determined in writing in accordance with the criteria attached hereto as Schedule "D".
  - (j) The Developers shall retain a qualified contractor satisfactory to the Region and make payments directly to the successful contractor based on construction progress as determined by the Developer's contract administrator.
  - (k) Upon written notice of default from the Region, if the Developers or their contractor is in default of any obligation pursuant to this Agreement, and refuses or neglects to remedy such default within thirty (30) business days, the Region may forthwith unilaterally realize upon the security provided for herein and withhold payment of other amounts otherwise due to the Developers to remedy the default and/or complete the Road Project as the Region deems appropriate. The Region will provide an extension of the thirty (30) day period if reasonably required so long as the Developers commences to cure within the notice period and diligently proceeds thereafter.
  - (l) Forthwith upon execution of this Agreement and/or any subsequent agreements which may be deemed necessary by the Region acting reasonably, the Developers shall pay to the Region or as directed by the Region, for the Region's legal costs associated with the preparation, review and approval of this or any other necessary agreement, together with any applicable taxes thereon, as invoiced or directed by the Region.
- 6) In order to allow the Region to inspect the Road Project the Developers, or their agent, will provide the Region with three (3) business days' notice of major construction activities to be undertaken by the Developer's contractor. These

activities will include, but not limited to: granular installation, asphalt installation, pavement markings and traffic signal installation; and similar works.

- 7) The Developers or his agent or contractor shall obtain all regulatory approvals required, including but not limited to, Ministry of the Environment and Climate Change (MOECC), Ministry of Transportation Ontario (MTO), Ministry of Natural Resources (MNR), and Niagara Peninsula Conservation Authority (NPCA) and provide appropriate documentation as proof of approval by said agencies, prior to any permits or approvals being issued by the Region. Any costs associated with obtaining the necessary approvals shall be borne and immediately paid by the Developers in addition to any other costs or charges identified in this Agreement.
- 8) The Developers shall indemnify and save harmless the Region, its elected officials, officers, employees, contractors and agents from and against all claims, all costs and expenses, including legal fees and disbursements (including legal fees and disbursements in connection with any and all appeals) arising from completion of the Road Project or arising in any other way, directly or indirectly out of the performance or non-performance of the Agreement except for claims arising solely from the negligence or willful misconduct of the Region.
- 9) Within forty five (45) calendar days of issuance of the Completion Certificate for each of the Road Project the Developers, or his agent, shall provide the Region with stamped "Record Drawings", as defined by Professional Engineers Ontario (PEO). These "Record Drawings" will become the property of the Region and must be in accordance with the Region's CADD drawing standards.
- 10) The Developers shall purchase and maintain or cause its contractor to purchase and maintain at all times during the term of this Agreement, or as otherwise set out in this Agreement, the insurance coverage listed below:
  - (a) **Commercial General Liability Insurance**  
Commercial General Liability insurance insuring the Developer and/or Contractor and covering all work related to the Project as described in the Agreement to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence and in the aggregate. The policy will be extended to include:
    - a) bodily injury, death and property damage;
    - b) cross liability and severability of interest;
    - c) blanket contractual;
    - d) premises and operations;
    - e) personal and advertising injury;
    - f) broad form property damage;
    - g) products and completed operations;
    - h) Owner's and contractors protective;
    - i) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000);

The policy shall be endorsed to:

- a) include the Region as an additional insured; and
- b) contain an undertaking by the insurers to give thirty (30) days prior written notice in the event that there is a material change in the foregoing

policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

(b) **Automobile Insurance**

Automobile Insurance (OAP1) for both owned and leased vehicles with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000). The policy shall contain an undertaking by the insurers to give fifteen (15) days prior written notice in the event that there is a material change in the foregoing policies or coverage affecting the Additional Insured(s) or cancellation of coverage before the expiration date of any of the foregoing policies.

(c) **Other Insurance**

Any other type (e.g. Environmental), form or as otherwise may be required from time to time as identified at any time by either party.

(d) **Policy Requirements**

All policies of insurance shall:

- a) be written with an insurer licensed to do business in Ontario;
- b) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Region;

(e) **Certificates of Insurance**

Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the Region **prior to the commencement of the Project**, on a form of Certificate of Insurance which is acceptable to the Region. The Certificate of Insurance must comply with these insurance requirements and must be on the Region's form of Certificate of Insurance, which can be found on the Region's website – If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the Developer acknowledges and agrees that the Region is fully entitled to treat any such Certificate as an original and that the Developer will be responsible for the accuracy and validity of the information contained therein. If required by the Region, certified copies of all the above-mentioned policies shall be delivered to the Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that this Agreement is in force, shall be forwarded to the Region within fifteen (15) days of their renewal date.

- 11) The Developers or their agent or contractor shall obtain a Construction Encroachment Permit and an Entrance Permit (Well Spring Way, Street B and construction on Regional Road 20) from the Region <http://www.niagararegion.ca/business/fpr/roaduse/default.aspx> prior to any works within the Road allowance which has been reviewed and approved by the Region.
- 12) For greater certainty the Developers agree they are jointly and severally liable for all obligations of the Developers arising from this Agreement excepting the specific obligations arising from sections 5c) and 5d) which are obligations of the specifically named Developer.

- 13) This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.
- 14) The Developers shall not assign or transfer this Agreement without obtaining the prior written consent of the Region, which consent may be withheld by the Region in its sole and absolute discretion.
- 15) The Agreement including Schedules "A", "B", "C" and "D", constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the Parties other than those expressly set forth in this Agreement.
- 16) This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all the Parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and unless otherwise provided in the written waiver, shall be limited to the specified breach waived.
- 17) In the event that any provision or term of this Agreement is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.

[Remainder of page left intentionally blank]

**IN WITNESS WHEREOF** The Regional Municipality of Niagara has affixed its name under the hands of its duly authorized signing officers, on the 12<sup>th</sup> day of August, 2016, 2015.

) **THE REGIONAL MUNICIPALITY OF NIAGARA**


)   
) \_\_\_\_\_  
) Ron Tripp, P.Eng. Commissioner of Public Works

) We have the authority to bind the Corporation.

Approved for execution  
Norma Price  
The Regional Municipality of Niagara  
Legal Services

**IN WITNESS WHEREOF** Fonthill Gardens Inc. has affixed its corporate seal attested by the hands of its duly authorized officers, on the 24<sup>th</sup> day of May, 2015, 2016.

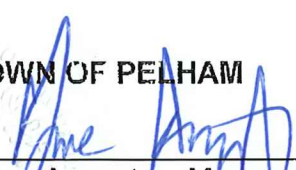
) **FONTHILL GARDENS INC.**

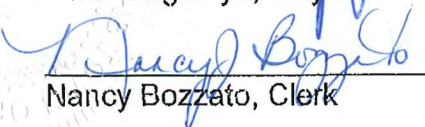
)   
) \_\_\_\_\_  
) David Allen

) I have the authority to bind the Corporation.

**IN WITNESS WHEREOF** The Town of Pelham has affixed its corporate seal attested by the hands of its duly authorized officers, on the 16<sup>th</sup> day of August, 2015, 2016.

) **TOWN OF PELHAM**

)   
) \_\_\_\_\_  
) Dave Augustyn, Mayor

)   
) \_\_\_\_\_  
) Nancy Bozzato, Clerk

) We have the authority to bind the Corporation.

**ATTACHMENTS**

- Schedule A – Legal Description
- Schedule B – Road Project Overview Drawing
- Schedule C – Estimated Costs for Road Project
- Schedule D – Claims Process



**Schedule A**  
**Legal Description**

**FONTHILL GARDEN LANDS**

PIN: 64063-0244 (LT)

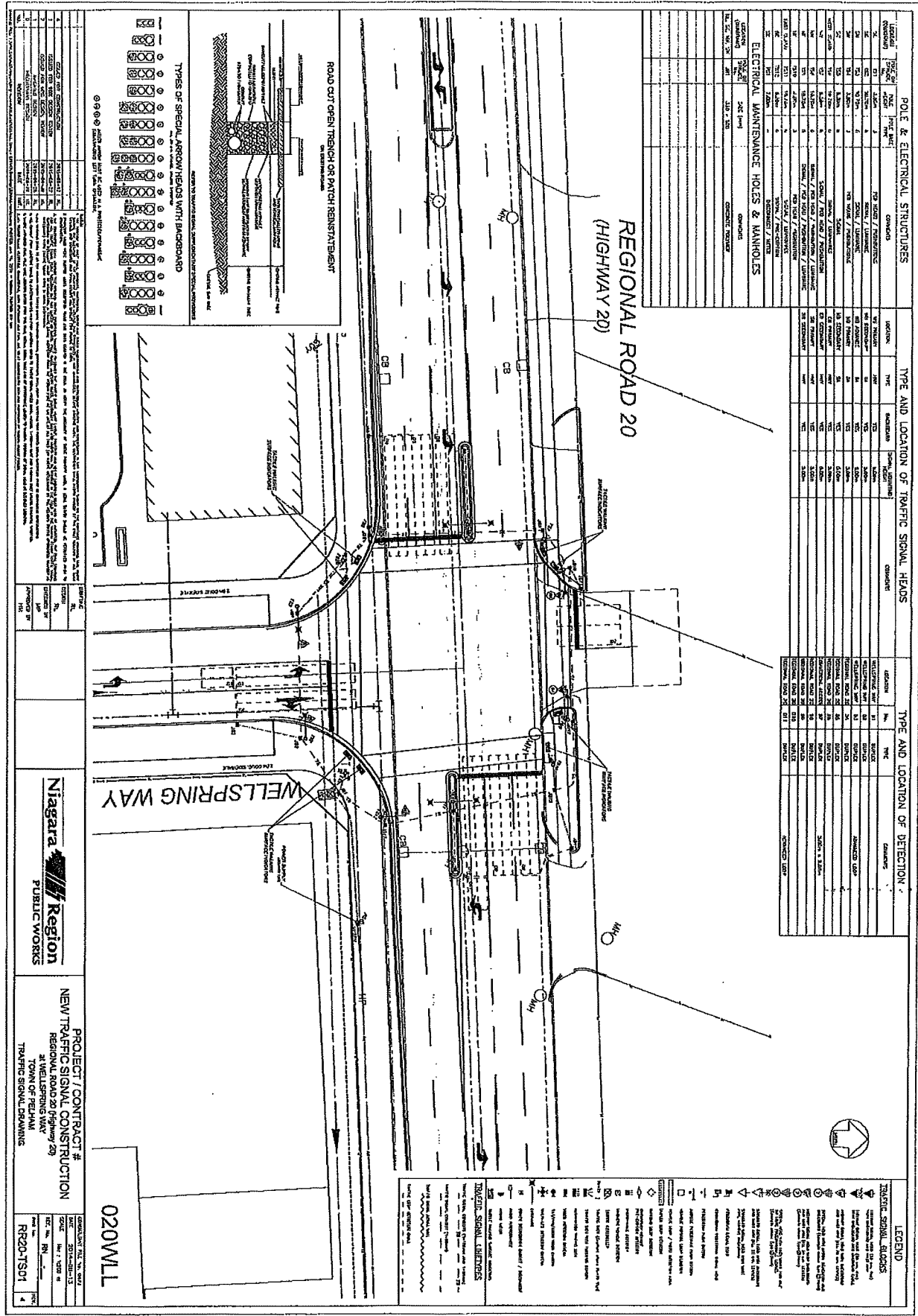
PT LTS 166 & 167 TWP THLD & PT LT 3, PL 717, PT 2 59R12687 EXCEPT PT 7, 59R14224; SUBJECT TO AN EASEMENT IN GROSS OVER PT LTS 166 & 167 THLD TWP, PTS 6 & 8, 59R14224 AS IN SN311461; TOWN OF PELHAM

**TOWN OF PELHAM LANDS**

PIN: 64063-0240 (LT)

PT TWP LTS 161 & 166 THLD & PT RDAL BTN LTS 161 & 166 THLD (STOPPED UP AND CLOSED BY RO196052) PT 1, 59R12687, EXCEPT PT 7, 59R14225; SUBJECT TO AN EASEMENT IN GROSS OVER PT RDAL BTN THOROLD TWP LTS 161 & 166 PT 8, 59R14225 AS IN SN306187; TOWN OF PELHAM

### Schedule 'B'



# SCHEDULE 'C'

## The Village of East Fonthill Phase 1A REGIONAL ROAD 20 AT FUTURE DEVELOPMENT (WELLSPRING WAY) ESTIMATE FOR ROAD AND SIGNAL WORKS

ITEM	DESCRIPTION	TOTAL
1	ROAD WORKS AND ENTRANCE (UCC ESTIMATE FROM CONTRACT 15-0473-01 - date July 30)	\$111,330.00
2	TRAFFIC SIGNAL ESTIMATE (REGIONAL ESTIMATE)	<u>\$127,965.00</u>
	ENGINEERING AND CONTINGENCY FOR CONSULTANT (20%)	<u>\$22,270.00</u>
TOTAL COST OF WORKS AND ENGINEERING TO BE SECURED		<u>\$261,570.00</u>

**THE VILLAGE OF EAST FONTHILL PHASE 1A, TOWN OF PELHAM**  
**FORM OF TENDER - SCHEDULE "C" CONTRACT #15-0473-01**  
**ADDITIONAL WORKS FOR REGIONAL ROAD #20**

**PAGE 1**  
**2015-09-03**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<b><u>SECTION I REGIONAL ROAD 20 WORKS AT WELLSRING WAY</u></b>					
1.	Construction Signing and Traffic Control				
	a) Allowance for Construction Signs and Traffic Control	1	L.S.	\$29,500.00	\$29,500.00
	b) Traffic Management Plan	1	L.S.	\$1,500.00	\$1,500.00
2.	Mill existing asphalt, width varies by 60mm depth including areas where road widening occurs, concrete island installation and traffic signalization works	800	m <sup>2</sup>	\$13.20	\$10,560.00
3.	Sawcutting of existing asphalt along Regional Road #20 along with works for business entrances	450	m	\$6.80	\$3,060.00
4.	Remove existing asphalt at driveway entrances all thickness as required to reconfigure North businesses	450	m <sup>2</sup>	\$9.00	\$4,050.00
5.	Remove and disposal of existing sidewalk, all thickness	100	m <sup>2</sup>	\$25.00	\$2,500.00
6.	Remove and disposal of concrete curb and gutter (including private)	150	m	\$12.00	\$1,800.00
7.	Granular Base Course - Regional Rd. #20 and Gas Station entrance - Granular 'A' 525mm compacted thickness to 100% S.P.D. including roadway fine grading.	700	m <sup>2</sup>	\$19.60	\$13,720.00
7b.	Removal of existng cast in place median island in Regional Rd. #20 including excavation and preperation of subgrade.	1	L.S.	\$25,000.00	\$25,000.00
8.	Concrete curb for islands per OPSD 600.080 must include key for 125mm concrete island	60	m	\$100.00	\$6,000.00
9.	Concrete curb for Wellspring Way and Regional Road #20 per OPSD 600.040	140	m	\$63.00	\$8,820.00
10.	Concrete curb for private entrances per OPSD 600.110	60	m	\$100.00	\$6,000.00
11.	Concrete infill of island x 125mm thick	30	m <sup>2</sup>	\$90.70	\$2,721.00
12.	Concrete boulevard area	5	m <sup>2</sup>	\$90.70	\$453.50
13.	1.5m wide concrete sidewalk, 125mm thick, 100mm Granular 'A', including ramps and keys for curbface walks where necessary	30	m <sup>2</sup>	\$77.00	\$2,310.00
14.	Supply and install Tactile warning strips (0.6 x 0.6m)	8	ea	\$350.00	\$2,800.00
15.	Provide new curb depresssion by mechanical means	80	m	\$28.00	\$2,240.00
16.	Subdrain under Curbs - 100mm dia. Perforated with filter sock	140	m	\$8.50	\$1,190.00
17.	Topsoil and sod along Regional Road #20 North boulevard	100	m <sup>2</sup>	\$20.00	\$2,000.00

**THE VILLAGE OF EAST FONTHILL PHASE 1A, TOWN OF PELHAM**  
**FORM OF TENDER - SCHEDULE "C"**  
**CONTRACT #15-0473-01**  
**ADDITIONAL WORKS FOR REGIONAL ROAD #20**

**PAGE 2**  
**2015-09-03**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
18.	Hot mix asphalt				
	a) HL8 HS base course asphalt 120mm compacted thickness including preparation of Granular 'A' base and sawcutting to match existing asphalt. (Regional Road 20 and #151 Reg. Rd. #20)	350	m <sup>2</sup>	\$34.00	\$11,900.00
	b) HL3 HS top course asphalt 60mm compacted thickness, match existing asphalt. (Regional Road 20 and #151 Reg. Rd. #20)	1,000	m <sup>2</sup>	\$14.50	\$14,500.00
19.	Commercial asphalt driveway reinstatement	400	m <sup>2</sup>	\$90.00	\$36,000.00
	- 450mm granular 'A'				
	- 50mm HL8HS				
	- 50mm HL3F				
19 b).	Commercial driveway excavation and preperation	1	L.S.	\$8,500.00	\$8,500.00
20.	Removal of existing light standard	1	L.S.	\$3,850.00	\$3,850.00
21.	Relocate existing manhole lid (new rungs if necessary)	1	L.S.	\$1,850.00	\$1,850.00
22.	Remove and relocate existing signs	4	ea	\$520.00	\$2,080.00
23.	Pavement Markings - Organic Solvent-Based Traffic Paint				
	a) Directional Dividing Lines - Solid Yellow, 10cm wide	460	m	\$3.30	\$1,518.00
	b) Lane Lines - Solid White, 60cm wide	60	m	\$22.00	\$1,320.00
	c) Continuity Lines -White, 3-3-3 broken, 10cm	60	m	\$3.30	\$198.00
	d) Left Turn arrows	13	ea	\$85.00	\$1,105.00
	e) Right Turn arrows	1	ea	\$85.00	\$85.00
	f) Crosswalk Lines				
	i) Solid Single White, 100mm wide	165	m	\$2.50	\$412.50
	g) Continuity Lines -Yellow, 3-6-3 broken, 10cm	250	m	\$3.30	\$825.00
	h) Solid double yellow line, 10cm wide	60	m	\$3.30	\$198.00
24.	Street Signs - Install Region supplied signs including hardware, Contractor to salvage any signs removed				
	a) Rb - 25	4	ea	\$525.00	\$2,100.00
	b) Rb - 41	2	ea	\$525.00	\$1,050.00
	c) Wa-33L	4	ea	\$525.00	\$2,100.00
26.	Remove existing line painting Reg. Rd. #20	1.0	L.S.	\$6,825.00	<u>\$6,825.00</u>
<b>TOTAL</b>					<b>\$222,641.00</b>

# SCHEDULE 'C'

QUOTATION # \_\_\_\_\_

REFERENCE \_\_\_\_\_

**NEW TRAFFIC SIGNAL CONSTRUCTION**  
**- REGIONAL ROAD 20 (Highway 20) at WELLSRING WAY**  
**IN THE TOWN OF PELHAM**  
**SCHEDULE OF QUANTITIES**

020WLL

Item	Spec	Qty	Un	Unit Price	Material supplied by Region	Amount
------	------	-----	----	------------	-----------------------------	--------

**Section 3.0 - TRAFFIC SIGNALS**

**NOTE: all items included in this section to reference Traffic Signal Supplementary Special Provisions**

3.1	NRS	<b>CONCRETE FOOTINGS AND PADS</b>				
2001		<b>CONCRETE POLE BASES (anchor assembly supplied by Region)</b>				
2002		a) Type 1 - Concrete pole base - 1.22m deep		ea		
		i) additional hydrovac excavation (PROVISIONAL)	0	ea		
		b) Type 3 - Concrete pole base - 2.15m deep	3	ea	\$1,200	\$4,050.00
		i) additional hydrovac excavation (PROVISIONAL)	1	ea	\$1,300	\$1,300.00
		c) Type 5 - Concrete pole base - 2.45m deep		ea		
		i) additional hydrovac excavation (PROVISIONAL)	0	ea		
		d) Type 6 - Concrete pole base - 2.60m deep	9	ea	\$1,360	\$13,590.00
		i) additional hydrovac excavation (PROVISIONAL)	1	ea	\$1,410	\$1,410.00
		e) Type 8 - Concrete pole base - 3.10m deep		ea		
		i) additional hydrovac excavation (PROVISIONAL)	0	ea		
NRS		<b>CONCRETE CONTROLLER BASE</b>				
2003M		including 1.0m x 1.0m x 150mm concrete pad at cabinet door				
		f) Type M - Concrete base for Traffic Controller Cabinet	1	ea	\$6,500	\$6,500.00
		g) Type P - Concrete base for Traffic Controller Cabinet		ea		
3.2		<b>CONDUIT</b>				
		<i>* Including fish rope, sweeps, and all reinstatement</i>				
		<i>Common Trench Or Directional Bored *</i>				
		a) Supply and Install 1-100mm and 1-50mm PVC Conduit	130	m	\$125	\$16,250.00
		b) Supply and Install 2-100mm PVC Conduit	5	m	\$110	\$550.00
		c) Supply and Install 1-100mm PVC Conduit	15	m	\$90	\$1,350.00
		d) Supply and Install 1-50mm PVC Conduit (signal plant)	75	m	\$90	\$6,750.00
		e) Supply and Install 1-50mm PVC Conduit (interconnect)		m		
3.3		<b>CABLE</b>				
		<b>INSTALL (supplied by Region)</b>				
		<i>Including sufficient length of cable for all connections and drip loops</i>				
		a) Install 4 conductor cable (cameras, 3 section heads)	110	m	\$7	\$990.00
		b) Install 7 conductor cable (ped heads)	115	m	\$3	\$805.00
		c) Install 11 conductor cable (temporary traffic signals)		m		
		d) Install 25 conductor cable (traffic signals)	265	m	\$15	\$7,155.00
		e) Install Beldon cable - black/red (audible push buttons)	495	m	\$2	\$1,485.00
		f) Install Beldon cable - black/white (loops)	725	m	\$2	\$2,175.00
		g) Install Fibre Optic communication cable (interconnect)	0	m		
		h) Install coaxial cable (vehicle pre-emption detector)	25	m	\$6	\$150.00
		i) Install RWU90 CSA 12 AWG (tracer cable)	0	m		
		<b>SUPPLY AND INSTALL</b>				
		j) Supply and Install #6 cable - black/white (illumination underground)	275	m	\$6.75	\$1,856.25
		k) Supply and Install #6 cable - green (ground)	245	m	\$4.00	\$980.00
		l) Supply and Install #8 cable - black/white (power supply)	55	m	\$5.25	\$288.75
		m) Supply and Install 12/2 cable (illumination riser)	95	m	\$4.50	\$427.50
3.4	NRS	<b>JUNCTION BOXES (supplied by Region)</b>				
2020		i) Install 330 X 600mm junction box (signal plant)	17	ea	\$426	\$9,792.00
		ii) Install 230 X 280mm junction box (loops)		ea		
		iii) Install 330 X 600mm junction box (interconnect)		ea		
3.5	NRS	<b>POLES (supplied by Region)</b>				
2130		<i>Including all necessary mounting hardware</i>				
2140		a) Install Sectional Steel Poles - Direct Buried				
		i) Type 6 - 7.0m (power pole)	1	ea	\$2,500	\$3,300.00
		b) Install Section steel poles - Base Mounted		ea		
		i) Type 1 - 1.5m tall (push button pole)		ea		
		ii) Type 3 - 3.8m tall (pedestrian pole)	2	ea	\$1,250	\$3,500.00
		iii) Type 3 - 5.4m tall (school zone flasher or stop sign flasher)		ea		

## SCHEDULE 'C'

		iv) Type 5 - 6.3m tall (signal pole w/o luminaire/camera)	ea			
		v) Type 5 - 7.0m tall (rural school zone flasher)	ea			
		vi) Type 5 - 8.9m tall (signal pole with luminaire/camera)	ea			
		vii) Type 6 - 6.3m tall (signal pole w/o luminaire/camera)	4	ea	\$1,575	\$1,700
		viii) Type 6 - 10.5m tall (signal pole with luminaire/camera)	6	ea	\$1,650	\$2,000
		c) Install Section steel poles - Jumbo Base Mounted				
		i) Type 8 - 5.5m tall (jumbo pole w/o luminaire/camera)	ea			
		ii) Type 8 - 10.4m tall (jumbo pole with luminaire/camera)	ea			
3.6		<b>SIGNAL MAST ARMS</b> (supplied by Region)				
		standard location				
		i) 1.2m to 7.6m mast arm	9	ea	\$670	\$500
3.7	NRS	<b>LOOPS</b>				
	2520	Loops to be cut into final lift of base asphalt				
	2521	Includes sawcutting, sealant, excavation and wire to loop junction box				
		a) Supply and Install 2.4m x 15.0m - Duplex	9	ea	\$1,300	\$11,700.00
		b) Supply and Install 2.4m x 4.5m - Duplex	2	ea	\$1,000	\$2,000.00
		c) Supply and Install 1.8m x 1.8m - Diamond (Long Distance)		ea		
3.8	NRS	<b>APPURTANANCES</b> (supplied by Region)				
	2440	a) Install traffic controller assembly -Type 'MSX' base mounted	1	ea		\$26,000
		b) Install power supply cabinet, meter base and photoelectric sensor	1	ea		\$3,000
		c) Install luminaire bracket / arm	8	ea	\$275	\$500
		d) Install highway signal heads with required bracket / arm	10	ea		\$300
		e) Install countdown pedestrian signal heads with required bracket / arm	8	ea		\$400
		f) Install audible pedestrian push buttons and signs	8	ea		\$1,250
		g) Install video detection camera with required bracket / arm	0	ea		
3.9		<b>GROUNDING RODS</b>				
		a) Supply and Install grounding rods including all wires necessary for connection	12	ea	\$100	\$1,200.00
3.10		<b>REMOVE AND SALVAGE EXISTING TRAFFIC SIGNALS AND ELECTRICAL EQUIPMENT</b>				
		to be delivered to Niagara Region Service Center				
		020WLL- REGIONAL ROAD 20 (Highway 20) at WELLSRING WAY	0	L.S.	\$2,000	\$0.00
		<b>Regional Labour and Engineering</b>				\$30,000.00
		<b>Total for Section 3.0 - TRAFFIC SIGNALS including tax</b>				\$255,930.00

**Schedule D**  
**Claims Process**

**WHEN YOU RECEIVE NOTICE OF A CLAIM**

**To ensure timely release of funds under the Construction Lien Act**

**CONTRACTOR'S OPTIONS (to be completed within 30 days of notice of a claim):**

1. **CONFIRM SETTLEMENT OF THE CLAIM** – Provide the Region with a copy of the cheque paid to the claimant and a copy of the Full and Final Release signed by the claimant. The Release needs to specifically include that both the contractor and the Region are released. (We have attached a copy of a Release to use that meets our requirements)
2. **CONFIRM THAT YOUR INSURER HAS ASSUMED THE CLAIM** – Obtain a letter from your insurer that confirms that the insurer has assumed carriage of the claim on behalf of the contractor and the Region and forward a copy to the Region.
3. **CONFIRM A DENIAL OF THE CLAIM** – Provide the Region with a letter from an independent insurance adjuster that outlines the basis of the denial of the claim (including details of the evidence used to arrive at the conclusion); indicates who is liable; and gives a value of the damage. If the Region does not agree with the findings of the independent insurance adjuster, the Region has the right to hire their own adjuster to review the claim and determine liability.

**If you required further information, please contact Janice Brooks, Claims Examiner at 905-685-4225 ext. 3519**