

SCHEDULE "19"

Direct Plus Rates Schedule

- 1.1 Payment to the Contractor on the basis of the Direct Plus Rates contained in this Schedule will, subject to the terms of this Agreement, including without limitation, the maximum limitations set out in section 20.1(b)(iv) and the exclusion for wages, salaries and benefits described in section 20.1(b)(ii)(B), be calculated in accordance with the terms, conditions and rates set out in this Schedule.
- 1.2 The Province may, from time to time, in the sole discretion of the Province, modify or replace this Schedule or any part of this Schedule.
- 1.3 Payment to the Contractor on the basis of the Direct Plus Rates described in this Schedule will constitute full and final payment for any and all costs and expenses incurred by the Contractor in connection with providing the Emergency Services and the Additional Maintenance Services described in section 3 of the Fee Schedule and subject to the limitations and exclusions set out in Article 20.0, the Routine Maintenance Services described in section 20.1(b)(ii)(B), including without limitation, labour, materials, equipment, mobilization, subcontracting, overhead, profit, any and all applicable federal and provincial taxes, insurance, bonding, tools and equipment, including for the use and operation of such tools and equipment.
- 1.4 The payment of fees under this Schedule is conditional on the Contractor providing to the Province written statements of account in respect of any and all fees claimed, including evidence satisfactory to the Minister, of recorded time and hourly rates of pay for labour and supervision, as the case may be.

2. Labour

- 2.1 Fees for labour will, subject to the terms of this Agreement, be an amount equal to the total of:
 - (a) the actual wages and salaries, including benefits, food and lodging, paid or incurred directly by the Contractor in respect of the Contractor's labour and supervisory personnel who are actively and necessarily engaged on the particular item of work performed by the Contractor, if supported by written statements of account establishing to the satisfaction of the Minister, recorded time and hourly rates of pay for that labour and supervision, and
 - (b) plus 20% of the total costs calculated under subsection 2.1 (a) of this Schedule to cover the Contractor's profit, and any and all other costs of the Contractor, including without limitation, the Contractor's overhead, supervision, insurance and bonding costs and expenses.

2.2 The fees for labour will not include

- (a) any payment or costs incurred by the Contractor for operators of Hired Equipment, as described in the Hired Equipment Policy;
- (b) labour costs incurred by the Contractor in connection with or under subcontracts; or
- (c) costs incurred by the Contractor for general supervision, administration, or management time spent on the item of work.

3. Equipment

3.1 Fees for equipment will, subject to the terms of this Agreement, be an amount equal to the total of the following items, plus 15%.

- (a) Fees for equipment owned or leased by the Contractor will be an amount equal to the applicable “All Found Less Operator” rate set out in the “Equipment Rental Rate Guide” published by the B.C. Road Builders & Heavy Construction Association and authorized by the Province, in effect at the time that the item of work is performed, or, if the Equipment Rental Rate Guide is silent as to the applicable rate, the rate will be the rate that is agreed upon by the Province and the Contractor prior to use of the equipment in the performance of the applicable item of work, being full payment and reimbursement for all fuel, oil, lubrication, repairs, maintenance, and other costs incidental to owning and operating the equipment.
- (b) Fees for hired equipment will be an amount equal to the applicable “All Found” rate set out in the Equipment Rental Rate Guide described in subsection 3.1 (a) of this Schedule, in effect at the time that the applicable item of work is performed, or, if the Equipment Rental Rate Guide is silent as to the applicable rate, the rate will be the rate that is agreed upon by the Province and the Contractor prior to use of the equipment in the performance of the applicable item of work is performed, being full payment and reimbursement for the operator, and for all fuel, oil, lubrication, repairs, maintenance, and other costs incidental to owning and operating the equipment.

4. Materials

4.1 Fees for materials will, subject to the terms of this Agreement, be an amount equal to the aggregate of the following items, plus 10%.

- (a) Fees for materials will be an amount equal to the actual costs incurred by the Contractor for materials supplied in the performance of the applicable item of work at invoice costs (which includes all freight and express charges, all taxes, and all other costs incurred by the Contractor to supply the materials delivered and used to perform the applicable item of work, at the site).

- (b) Fees for subcontracts will be an amount equal to actual costs incurred by the Contractor for subcontracts with Subcontractors in the performance of the applicable item of work at invoice costs.