

SCHEDULE "5"

ADDITIONAL PAVEMENT MARKING SERVICES

1.0 **Definitions**

1.1 In this Schedule, unless the context otherwise requires:

- (a) "**Delta Island**" means triangle shaped island at an intersection as pictured in figure 7.23 of the Manual of Standard Traffic Signs and Pavement Markings;
- (b) "**Directional Dividing Line**" means a pavement marking used on 2-way facilities to separate traffic moving in opposite directions;
- (c) "**Divided Highway**" means a highway where traffic travelling in different directions is separated by:
 - (i) a median barrier
 - (ii) a raised or depressed median
 - (iii) double solid centerlines spaced at least 1.8m apart;

All **yellow lines at left turn lanes** will be considered centerline, e.g., refer to figures 7.27 to 7.31 of the Manual of Standard Traffic Signs and Pavement Markings but note that these examples are not all encompassing.

Two-way left turn lanes will be considered median as depicted in figure 7.32 of the Manual of Standard Traffic Signs and Pavement Markings.

(d) "**Assured Additional Pavement Marking Services**" means the following project work initiated and authorized by the Ministry Representative:

- (i) new Longitudinal Markings;
- (ii) new Transverse Markings (painted and/or thermoplastic); and
- (iii) Layout of new Longitudinal Markings, new Left Turn Lanes, new Delta Islands and new Transverse Markings.

(e) "**Layout of Delta Island**" means establishment of the location for Delta Islands.

(f) "**Layout of Left Turn Lane**" means the establishment of the location for Left Turn Lanes.

- (g) **“Layout of Longitudinal Markings”** means the establishment of the location for all new Longitudinal Markings as per the Manual of Standard Traffic Signs and Pavement Markings.
- (h) **“Layout of Transverse Markings”** means establishment of the location for all new Transverse Markings.
- (i) **“Left Turn Lane”** means Left Turn Lane markings as described in section 7.8 of the Manual of Standard Traffic Signs and Pavement Markings and its associated diagrams.
- (j) **“Longitudinal Markings”** means Longitudinal Markings as described in figure 7.1 of the Manual of Standard Traffic Signs and Pavement Markings.
- (k) **“Other Additional Pavement Marking Services”** means work initiated and authorized by the Ministry Representative other than Assured Additional Services and includes but is not limited to:
 - (i) repaint of Longitudinal Markings;
 - (ii) repaint of Transverse Markings;
 - (iv) re-application of thermoplastic Transverse Markings.
- (l) **“Transverse Markings”** means Transverse Markings as described in section 7.3 of the Manual of Standard Traffic Signs and Pavement Markings and associated diagrams.

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

2.0 Description of Additional Pavement Marking Services

2.1 Additional Pavement Marking Services include Assured Additional Pavement Marking Services and Other Additional Pavement Marking Services.

2.2 Subject to subsection 2.2(a), and provided the Contractor is not in material breach of this Agreement, the Ministry Representative will provide all Assured Additional Pavement Marking Services work to the Contractor, and not to another contractor, and the Contractor will be required to perform such Assured Additional Pavement Marking Services;

- (a) notwithstanding the foregoing, in certain limited circumstances the Province may, in its sole discretion, allocate Assured Additional Pavement Marking Services work to another contractor where the Province has an obligation outside of this Agreement, some examples of which may be an arrangement with a First Nation, a private developer or a municipality.

- 2.3** Assured Additional Pavement Marking Services will not be undertaken by the Contractor unless authorized in writing by the Ministry Representative.
- 2.4** The Province makes no guarantee, representation or warranty of any kind with regard to the amount of either Assured Additional Pavement Marking Services or Other Pavement Marking Services that the Province will be requiring from the Contractor during the Term.
- 2.5** 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 Pavement Marking Services during the Term of the Agreement.
- 2.6** The Province reserves the right to:
- (a)** direct the Contractor to perform Other Additional Pavement Marking Services;
 - (b)** utilize another contractor to perform Other Additional Pavement Marking Services, or
 - (c)** complete Other Additional Pavement Marking Services by its own forces.

3.0 *Commencement and Completion of Additional Pavement Marking Services*

- 3.1** The Ministry Representative will advise the Contractor, in writing, when a project for which the performance of Additional Pavement Marking Services is required is ready.
- 3.3** The Contractor must complete Assured Additional Pavement Marking Services within two weeks of being notified by the Ministry Representative that a project is ready. Failure to meet the completion date will result in consideration charges being applied in accordance with Schedule 6 (Milestone Dates and Consideration Charges).
- 3.4** Where the completion of Additional Pavement Marking Services has been delayed due to the action or inaction of a third party, the Province will either grant the Contractor a time extension or terminate the assignment. For greater certainty and for the purposes of this section 3.4, a third party does not include an employee of the Contractor or a Subcontractor.

4.0 Payment for Additional Pavement Marking Services

4.1 The Contractor will perform Additional Pavement Marking Services in accordance with the Additional Pavement Marking Services Unit Prices in Appendix A to this Schedule with the following understanding:

- (a)** Layout of new Longitudinal Markings will be paid:
 - (i)** only for the establishment of new markings where no markings previously existed;
 - (ii)** only for sites where a minimum of 500 meters of continuous directional dividing line is required to be laid out. Multiple occurrences of sections less than 500 meters are not cumulative and will not be paid;
 - (iii)** based on the length of the site regardless of the number or configuration of lanes in each direction of travel, changes in the profile or other features. A separate payment for the Layout of Left Turn Lane(s) and Layout of Delta Island(s) will be made as required in accordance with their respective Additional Pavement Marking Services Unit Price;
 - (iv)** once for the length of the site with the exception of Divided Highway, which will be paid once in each direction for the portions that are Divided Highway.
- (b)** Layout of Delta Island will be paid:
 - (i)** only for the establishment of new markings where no markings previously existed;
 - (ii)** one unit for each Delta Island, regardless of the size of the Delta Island or whether the Delta Island is raised or not;
- (c)** Layout of Left Turn Lane(s) will be paid:
 - (i)** only for the establishment of new markings where no markings previously existed;
 - (ii)** one unit for each Left Turn Lane. In the event the Left Turn Lanes are in opposing directions, two units will be paid. Dual left turn lanes as described in figure 7.31 of the Manual of Standard Traffic Signs and Pavement Markings will be paid as one unit;
- (d)** Layout of Transverse Markings will be paid only for the establishment of new markings where no markings previously existed.

- (e) Projects must have two applications of paint and the Contractor will be compensated for each application. For clarity, on project work, the Additional Pavement Marking Services Unit Price for Longitudinal Pavement Markings will be paid for each coat applied.
- 4.2** When the Ministry Representative directs the Contractor to perform Other Additional Pavement Marking Services for which there is no Additional Pavement Marking Services Unit Price, the Ministry Representative will ask the Contractor to submit a quote that is inclusive of all of the Contractor's costs.
- 4.3** In the event the quote submitted by the Contractor is not acceptable to the Province, the Contractor will perform Other Additional Pavement Marking Services as directed by the Province pursuant to section 4.2, and the Province will compensate the Contractor for time, equipment and material plus mark-ups as set out in Appendix B to this Schedule.
- 4.4 (a)** In the event a Contractor arrives at the project site and it is not ready to be marked, the Contractor will immediately contact the Ministry Representative for instructions. The Ministry Representative will either instruct the Contractor to remain at the project site until it is ready, in which case, the Province will pay the Contractor a standby charge of \$500 per hour for any delay beyond two hours per day, up to a maximum of \$4,500.00 per day. The standby charge will be prorated for any part of an hour. Alternatively, the Province may release the Contractor, in which case, no standby charge will be paid. Delays due to weather will not be considered for the purpose of applying standby charges.
- (b)** In the event the Contractor is required to re-mobilize to a project (due to the project not being ready) after August 1st, the Province will pay:
- (i)** \$2,000, if the Contractor has to travel at least 200 km but less than 500 km from the closest crew's location to the project; or,
 - (ii)** \$4,000, if the Contractor has to travel 500 km or more from the closest crew's location to the project.
- 4.5** In the event the Contractor is required to perform Assured Additional Pavement Marking Services on a project that becomes available after the last day of the Season, the Province will pay \$2,000 per project for mobilization.
- 4.6** If the Contractor is assigned Other Additional Pavement Marking Services after the last day of the Season, the Province will pay \$2,000 per Highway Maintenance Service Area in which work is performed for mobilization.

5.0 Standards for Additional Pavement Marking Services

5.1 All Additional Pavement Marking Services must comply with Schedule 1 (Pavement Marking Specifications);

6.0 Invoicing for Additional Pavement Marking Services

6.1 The Contractor must invoice the Province with accompanying supporting documentation within 30 days of fully completing the Additional Pavement Marking Services. The invoice must:

- (a)** reference the project number and name as identified on the project list for each job;
- (b)** include a list of the units for each item as per Appendix A to this Schedule for each job;
- (c)** detail the line type (eg. centerline, edge line, etc.) and quantity for each job.

6.2 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.

APPENDIX "A" (SCHEDULE 5)

Additional Pavement Marking Services Unit Rates

Item	Unit of Measurement	Year 1 Unit Prices
Longitudinal Pavement Markings (Paint & Repaint)	line km	\$@
Painted Transverse Markings (Paint & Repaint)	m2	\$@
Thermoplastic Transverse Markings (Application)	m2	\$@
Layout of Longitudinal Line	line km	\$@
Layout of Delta Island	ea	\$@
Layout of Left Turn Lane	ea	\$@
Layout of Transverse Markings	m2	\$@
Grinding for inlaid markings	Cost plus markup	
Ferry Costs	Cost plus 10%	

APPENDIX "B" (SCHEDULE 5)

Markups for time, equipment and materials

1. Labour

1.1 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 1.1 (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.

1.2 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 Ministry's 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.

2. Equipment

2.1 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 2.1 (a) of this Appendix, 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.

3. Materials

- 3.1 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.