

SCHEDULE "6"

MILESTONE DATES AND CONSIDERATION CHARGES

PART 1

1. The Contractor will:

- (a) complete the Routine Pavement Marking Services by @Date@ of each year with the exception of:

HM SA	Hwy #	Cat.	Description	Line KMs	Completion Date
Total Line KMs					

Note: HMSA means Highway Maintenance Service Area. For further details, go to: <http://www.th.gov.bc.ca/BCHighways/contracts/contract.htm>

- (b) complete the Quantified Pavement Marking Services by October 31st of each year; and
- (c) complete the Additional Pavement Marking Services within two weeks of being notified by the Ministry Representative that a project is ready, pursuant to Schedule 5 (Additional Pavement Marking Services).

PART 2

- 2.** The Contractor will complete the Pavement Marking Services in accordance with the Milestone Dates listed in Part 1 of this Schedule and any amendment thereto. If the Contractor fails to achieve completion of any specified portion of the Services on or before the corresponding Milestone Date, then without limiting any other remedy available to the Ministry under this Agreement, the Minister may elect to proceed with one or more of the following:

 - (a)** terminate this Agreement;
 - (b)** require the Contractor to pay the sum of \$1,000 per day for contracts where the Annual Price is less than \$2,000,000, or \$2,500 per day for contracts where the Annual Price is \$2,000,000 or more, as consideration for late completion for each day or part thereof between the specified Milestone Date and the date on which the corresponding Services are completed; and
 - (c)** extend the Milestone Date for such period as the Ministry Representative determines, without requiring the Contractor to pay any consideration during such extended time.
- 3.** If the Ministry elects to extend a Milestone Date pursuant to section 6 of this Schedule and the Contractor does not complete the Pavement Marking Services on or before such extended Milestone Date then, upon written notice by the Ministry Representative to the Contractor, the Ministry may avail itself of any remedy available to the Ministry under this Agreement, including without limitation one or more of the remedies specified in section 2 of this Schedule.
- 4.** It is a condition of any extension to the Milestone Date pursuant to subsection 2(c) of this Schedule that the Contractor will proceed diligently to complete the services.
- 5.** Any payment to be made by the Contractor pursuant to subsection 2(b) of this Schedule relates directly to the performance by the Contractor of a condition, covenant or promise in this Agreement and will not be construed by the parties as punitive but as importing a reasonable measure by mutual consent of the minimum damages caused to the Ministry by the Contractor's failure or neglect.
- 6.** The Ministry may grant an Extension of Time for the impact on any Milestone Date of a material delay, cessation or stoppage in the performance of the Pavement Marking Services, or any part thereof, caused by any one of the following events:

 - (a)** a strike (including illegal work stoppage or slow down), lockout or other labour dispute;

