

SCHEDULE "5"

MAINTENANCE SERVICES FEE

1. Maintenance Services – Annual Price and Payment

- 1.1 The Annual Price or Adjusted Annual Price applicable to a Contract Year is the maximum amount payable by the Province to the Contractor for the provision of Maintenance Services during that Contract Year, as amended every Contract Year.
- 1.2 In consideration of the Maintenance Services being performed hereunder by the Contractor, in strict conformity herewith and to the satisfaction of the Province, in its sole discretion, the Province shall pay the Contractor as follows:
 - (a) in the First Contract Year, the QMS Payment shall be made on the date of the first monthly installment of the Annual Price. In a subsequent Contract Year, if the Contractor is in compliance with its obligations pursuant to sections 15.9, 17.3 and 17.4 of this Agreement for the immediately preceding Contract Year, the QMS Payment shall be made by the Province to the Contractor on the date of the first monthly installment of the Adjusted Annual Price. In a Contract Year in which a QMS Payment is made, the remaining Annual Price or Adjusted Annual Price (as the case may be) from which the QMS Payment has been subtracted, shall be paid in equal monthly installments, in arrears; and
 - (b) if in a Contract Year the QMS Payment is not made because the Contractor did not, in the immediately preceding Contract Year, fully comply with its obligations pursuant to sections 15.9, 17.3 and 17.4 of this Agreement, the Contractor shall not receive the QMS Payment in the first monthly installment for that current Contract Year but it shall be paid the full Adjusted Annual Price in equal monthly installments, in arrears.
- 1.3 The Contractor shall not be entitled to any additional compensation, notwithstanding the quantities of Quantified Maintenance Services and Routine Maintenance Services performed by the Contractor during the Contract Month corresponding to the applicable monthly payment.
- 1.4 Subject to section 2 of this Schedule, the final monthly payment due under this section of this Schedule, for the last Contract Month of the Term, shall be paid 15 days after the end of the Term.

2. Final Payment Holdback

- 2.1 The Province may:
 - (a) retain as a holdback up to the full amount of the final monthly payment due under section 1 of this Schedule if, as of the due date of that payment, the Province is not satisfied that all work required to be performed by the Contractor under this Agreement during the Term has been completed; and
 - (b) apply all or part of the amount retained as a holdback under subsection 2.1(a) of this Schedule to the cost to the Province of completing any work which the Contractor failed to perform during the Term, prior to paying any remaining balance of that amount to the Contractor.
- 2.2 No interest shall be payable by the Province on any amount retained as a holdback in accordance with section 2 of this Schedule.