

SCHEDULE 5

FEE

PART 1 ROUTINE MAINTENANCE SERVICES - ANNUAL PRICE

1. For its provision of Routine Maintenance Services, subject to Part 3 below and the terms of this Agreement, the Province will pay the Contractor in equal installments without the need for the Contractor to invoice the Province. The Province will add the GST to these installment payments for the Contractor to remit GST to the taxing authority. In the First Contract Year, the Province will pay the Contractor the Prorated Portion of the Base Annual Price, and in subsequent Contract Years the Province will pay the Contractor the Adjusted Annual Price. Payment will be made in accordance with Appendix 1 of this Schedule on the Working Day immediately following the last day of each Contract Month. For clarity, in the event the Payment Due Date column in Appendix 1 specifies a date that is not a Working Day, payment will be made no later than the next Working Day in accordance with this Article. Appendix 1 of this Schedule will be updated from time to time by the Province.

Unless this Agreement is renewed pursuant to Section 3.4, the installment applicable to the last Contract Month during the Term will be paid 10 Working Days after the end of the Term. If this Agreement is renewed pursuant to Section 3.4, the installment applicable to the last Contract Month during the renewal term will be paid 10 Working Days after the end of the renewal term. This Article will survive the expiry or earlier termination of this Agreement.

2. The Annual Price applicable to a Contract Year is the maximum amount payable by the Province to the Contractor for provision of Routine Maintenance Services during that Contract Year, and each monthly payment described in Part 1 of this Schedule:
 - (a) constitutes the maximum amount payable to the Contractor for performing, during each Contract Month, the Routine Maintenance Services and all other obligations of the Contractor under this Agreement, except Additional Services; and
 - (b) comprises equal installment payments for the Routine Maintenance Services, and all other obligations to be performed by the Contractor, except Additional Services, during the applicable Contract Year;

and the Contractor will not be entitled to any additional compensation, notwithstanding the level of Routine Maintenance Services performed by the Contractor during the Contract Month corresponding to the applicable monthly payment.

PART 2 ADDITIONAL SERVICES

3. For the provision of Additional Services the Contractor will invoice the Province in accordance with Schedule 8 ("Additional Services"). The Province will pay the Contractor in accordance with Schedule 8 ("Additional Services") subject to the Province confirming the adequacy of the

performance of such Additional Services and subject to Part 3 below and any other provisions of this Agreement for each Work Order no later than 30 days following receipt of said invoice.

PART 3 **FINAL PAYMENT HOLDBACK**

4. The Province may retain a holdback from the final payment due under either Part 1 or Part 2 of this Schedule up to the full amount of the final payment due if, as of the due date of that payment, the Ministry Representative is not satisfied that the Services required to be performed by the Contractor has been completed. The Province may apply all or part of the amount retained towards the cost to the Province for completing any Services which the Contractor failed to perform during the Term, prior to paying any remaining balance, if any, of that amount to the Contractor.

5. No interest will be payable by the Province to the Contractor on any amount retained as a holdback in accordance with this Schedule.

**APPENDIX 1 (TO SCHEDULE 5)
PAYMENT SCHEDULE**

@@ Service Area

First Contract Year

Payment Due Date	Payment Period	Payment Amount
@@, 20@@	@@ to @@, 20@@	\$@@
@@, 20@@	@@ to @@, 20@@	\$@@
@@, 20@@	@@ to @@, 20@@	\$@@
@@, 20@@	@@ to @@, 20@@	\$@@
@@, 20@@	@@ to @@, 20@@	\$@@

Calculation of the Payment Amount:

First Contract Year payment amounts = $\frac{\text{Prorated Portion of the Base Annual Price}}{\text{@@}}$

Second and subsequent Contract Year payment amounts = $\frac{\text{Adjusted Annual Price}}{12}$

Note: As per Section 1 Part 1 of this Schedule the installment applicable to the last contract month during the Term will be paid 10 Working Days after the end of the Term.