

SCHEDULE "3"

Fee Schedule

PART 1 MAINTENANCE SERVICES - ANNUAL PRICE

1. For its provision of the Maintenance Services during a Contract Year, the Province will, subject to section 6 of this Schedule, pay to the Contractor the Annual Price applicable to the Contract Year, less the QMS Price payable in that Contract Year, which will be paid in equal installments on the Working Day immediately following the last day of each Contract Month during the Contract Year except for the installment applicable to the last Contract Month (or part thereof) during the Term, which will be paid 15 days after the end of the Term.

2. The Annual Price applicable to a Contract Year is the maximum amount payable by the Province to the Contractor for provision of Maintenance Services during that Contract Year, and each monthly payment described in section 1 of this Schedule
 - (a) constitutes the maximum amount payable to the Contractor for performing, during each Contract Month, the Maintenance Services and all other obligations of the Contractor under this Agreement, except Emergency Services and Additional Maintenance Services,

 - (b) comprises payment for 1/12th of the Quantified Maintenance Services, Routine Maintenance Services, and all other obligations to be performed by the Contractor, except Emergency Services and Additional Maintenance Services, during the applicable Contract Year, and

the Contractor will 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.

PART 2 EMERGENCY SERVICES AND ADDITIONAL MAINTENANCE SERVICES - FEES

3. Fees for Emergency Services and Additional Maintenance Services will, at the Minister's sole discretion, be based on the Direct Plus Rates as determined in Schedule 19 or on the unit prices set forth in Schedule 5, in effect at the time the Emergency Services or Additional Maintenance Services were performed.

4. The Direct Plus Rates or the Unit Prices in effect under Schedule 5 will, at the Minister's sole discretion, be applied to determine whether or not the applicable Emergency and Additional Maintenance Caps have been achieved in respect of the applicable works and Emergencies, as the case may be.

PART 3 STATEMENT OF ACCOUNT

5. The Contractor will submit to the Province monthly, in arrears, at any time after the last day of a Contract Month during which the Contractor provides Emergency Services or Additional Maintenance Services, or both, a written statement of account in a form satisfactory to the Minister:
 - (a) showing the units of each work activity claimed for Emergency Services or Additional Maintenance Services, or both, for that Contract Month; and
 - (b) listing in reasonable detail all Emergency Services or Additional Maintenance Services provided during that Contract Month.

PART 4 FINAL PAYMENT HOLDBACK

6. The Province may
 - (a) retain as a holdback up to the full amount of the final monthly payment due under Part 1 of this Fee Schedule if, as of the due date of that payment the Minister is not satisfied that all work required to be performed by the Contractor under this Agreement during the Term has been completed;
 - (b) apply all or part of the amount retained as a holdback under subsection 6(a) 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.
7. No interest will be payable by the Province on any amount retained as a holdback in accordance with section 6 of this Schedule.