



Schedule B – Contract Payment

File:

Attachment to the Agreement with _____ for Chinook FFT 2021 Spring Tree Planting within Lakes TSA

- 1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to Chinook**) will be based on a rate of (as per described in detail on the attached Schedule B – Payment Schedule for _____).
- 1.02 The quantities stated under Clause 1.01 are estimations only. The final quantity measurements may vary from the estimations and contract payment will be based on the actual quantities and the price(s) per Unit of Measure stated above.
- 1.03 Notwithstanding Clause 1.02, the contract is not to exceed the maximum quantity stated in Clause 1 without the **prior written** approval of the Chinook Representative.
- 1.04 In no event will fees payable to you, in accordance with this Schedule exceed in total \$_____.

1. Expenses

- 2.01 We will not pay any expenses to you for the completion of the Services.

2. Holdback from Payment

- 3.01 As per the Agreement, Chinook will withhold 10% of the calculated amount from any payment. The 10% holdback will be retained for 40 calendar days after completion, or earlier termination, of all Services and interest is not payable on the amount held back by Chinook.

Chinook is authorized, but not obliged, to apply the holdback funds as follows:

- a) firstly, to any unpaid government agencies or boards;
- b) secondly to the Contractor's workers, direct subcontractors and suppliers, where required to do so by court order; and
- c) thirdly as security for the correction of any breach of a provision of the Agreement.

3. Submission of Statement of Account

- 4.01 In order to obtain payment for any fees and, where applicable, expenses under the Agreement, you must submit to us a written Statement of Account in a form satisfactory to us on total satisfactory completion of the Services.

- 4.02 The Statement of Account(s) must show the following:

- (a) your legal name, address, the date and the period of time which the invoice applies ("Billing Period"), the contract number, and a statement number for identification;
- (b) the calculation of all fees claimed under this Agreement for the Billing Period, with hours, dates, rates, and name(s) of persons providing the Services, a description of specific services/works completed during the Billing Period, including a declaration that the Services have been completed;

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- (c) and where expenses are to be paid under this Agreement, a chronological listing, in reasonable detail and with dates, of all expenses claimed by you under this Agreement for the Billing Period with receipts or copies of receipts, where applicable, attached;
- (d) if you are claiming reimbursement of any GST or other applicable taxes paid or payable by you in relation to those expenses, a description of any credits, rebates, refunds, or remissions you are entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the calculation of any applicable taxes payable by us in relation to the Services provided under this Agreement and for the Billing Period as a separate line item (excluding taxes paid directly by you to a supplier and which were included in the bid price);
- (f) any other billing information reasonably requested by us.

4.03 Within thirty days of our receipt of your invoice, or the date we authorize payment, whichever is the latter, we must pay you fees and, where applicable, expenses for those Services we determined were satisfactorily received during the Billing Period.

4.04 Invoices are to be submitted to: _____

4. OPTION TO RENEW

5.01 This Agreement may be renewed for a further Term of twelve months by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by Chinook. Should the option to renew be exercised it is expected that the Contractor's bid rate or bid price in the preceding term will remain unchanged in the subsequent term, unless, in Chinook's sole opinion, a negotiated rate change is warranted.

Funding Limitation

This contract is being advertised and potentially awarded prior to final confirmation of funding approvals. Bidders are hereby informed that chinook reserves the right to amend and/or cancel works, and subsequently the contract.

Our obligation to pay money to you is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of chinook, during which payment becomes due.