



## Schedule B – Contract Payment

File: **PL21FOR002**

Attachment to the Agreement with \_\_\_\_\_ for DANGER TREE ASSESSMENT AND TREE PLANTING –  
ELEPHANT HILLS FIRE.

### 1. Fees

- 1.01 Your fees (**exclusive of any applicable taxes described in this Agreement that is a taxable transaction chargeable to the Company**) will be based on detailed schedule B-2.
- 1.02 In no event will **fees** payable to you in accordance with this Schedule exceed in total \$**enter fee total**.

### 2. Expenses

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

### 3. Total Payable

- 3.01 In no event will the Total Payable for fees and, where applicable, expenses (exclusive of any applicable taxes described in the Agreement) in accordance with this Schedule exceed in total **an estimated \$enter fee and expense total**.

### 4. Holdback from Payment

- 4.01 As per the Agreement, the Company 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 the Company.
- The Company 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.

### 5. Submission of Statement of Account

- 5.01 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 **retain "on total satisfactory completion of the Services"**
- 5.02 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 dates, rates, and name(s) of persons providing the Services, a description of specific services/works

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### **CONTRACT PAYMENT**

completed during the Billing Period, including a declaration that the Services have been completed;

- (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.

5.03 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.

5.04 Invoices are to be submitted to:

**Forsite Consultants Ltd.**