

**SCHEDULE "B"**  
**PAYMENT FOR WORK**  
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## ARTICLE 1- GENERAL

1.1 This is Schedule "B" - Payment for Work referred in the General Conditions, and forming a part of the Contract Documents made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### 1.2 Definitions

Capitalized terms used and not defined in this Schedule "B" - Payment for Work shall have the meaning given thereto in the General Conditions where so defined.

1.3 As full and complete payment for the performance of the Work and the discharge of all obligations of the Owner under the Contract, the Owner shall pay the Contractor the Contract Price as set forth in Article 3 of this Schedule "B" - Payment for Work.

## ARTICLE 2- INVOICING

### 2.1 Monthly Invoicing

2.1.1 The Contract Price shall be paid based on the progress of the Work to the end of each pay period. The Contractor shall submit invoices based on the percentage of Work performed including materials and equipment delivered to the Work Site for incorporation into the Work. At the end of each month, or such other date as may be agreed upon between the Contractor and the Owner, the Owner's Representative and the Contractor's Representative shall agree on the progress of the Work to the end of the preceding month and failing agreement, the progress of the Work shall be determined pursuant to GC 30 of the General Conditions.

2.1.2 At the end of each month, or such other date as may be agreed upon between the Contractor and the Owner, the Contractor shall submit an invoice and an "Application for Payment", in the form attached hereto, covering work performed to the end of the previous month.

2.1.3 The Owner's Representative shall within 5 Work Days of receipt by the Owner of the Contractor's invoice and Application for Payment review and approve the Contractor's invoice, or advise the Contractor in writing of any reason why the invoice or any portion thereof is not approved.

2.1.4 The Owner shall pay approved invoice amounts or approved portions thereof within 30 days of receipt of the invoice and conditional upon:

- (a) there being no builders' liens registered against title to the Owner's Site arising out of the Work; and
- (b) the Contractor having provided the Owner with a true Statutory Declaration in the form attached as Schedule "E" - Statutory Declaration hereto.

2.2 All invoiced amounts shall be net of the 10% builders' lien holdback required to be retained pursuant to GC 3.

**[Note to draft: the following is substantially duplicated in the General Conditions if the new GC 9.4 were incorporated as an amendment]**

2.3 The final payment under the Contract, including release of the major lien fund shall become due and be payable 46 days after issuance by the Owner of the Final Completion Notice, and conditional upon there being no builders' liens registered against the title to the Owner's Site, or arising out of the Work, and the Contractor having provided to the Owner the following:

- (a) an invoice and Application for Payment in the form attached hereto;
- (b) a clear Workers' Compensation Board Clearance Certificate; and
- (c) a Release and Certificate of Final Payment in the form attached as Schedule "C" - Release and Certificate of Final Payment confirming that there are no outstanding claims in respect of the Work for which notice has not been provided to the Owner in writing, and that there are no builders' liens registered against title to the Owner's Site or claims in respect of which rights to file builders' liens against the Owner's Site exist.

2.4 The following information shall be included by the Contractor in each invoice:

- (a) total contract price for each item;
- (b) percentage complete for each item;
- (c) previous progress invoice amount for each item;
- (d) this progress invoice amount for each item; and
- (e) total progress invoice amount for each item.

**ARTICLE 3- CONTRACT PRICE**

**[To be used in Stipulated Price Contract]**

3.1 The Contract Price, subject to change in accordance with the General Conditions, at the date of the Contract is as follows:

Item	Description	Labour	Material	Equipment	Total
3.1	Mobilization / de-mobilization				
3.2	Structural				
3.3	Piping				
3.4	Mechanical				
3.5	Electrical				
3.6					
3.7					
3.8					
3.9	Instrumentation				
3.10	Fire Protection				
<b>3.11</b>	<b>Total Contract Price</b>				

**[Optional - To be used in Unit Price Contract • insert Unit Price Table]**

**ARTICLE 4- CHANGES AND CHANGE DIRECTIVE RATES**

4.1 The following rates (for labour and equipment) and markup (for material) shall be used by the Contractor:

4.1.1 as a basis for quoting prices for Changes; and

4.1.2 as a basis for payment under Change Directives issued under GC 8, General Conditions.

4.2 Labour Rates

Labour rates for the Contractor's and Subcontractor's labour force shall be as stated on Table I attached. The rates, which are payable for actual hours worked, shall be all-inclusive billing rates including but not limited to:



- 4.2.1 wages, taxes, union and government assessments;
- 4.2.2 welfare benefits and all insurance premiums;
- 4.2.3 home office support, long distance telephone calls;
- 4.2.4 tools of the trade, normal consumables, small tools and equipment and personal protective equipment (up to a value of \$\_\_\_\_\_ each);
- 4.2.5 timekeepers and time keeping facilities (time alleys, time clocks etc.) tool crib facilities and attendants; and
- 4.2.6 overhead and profit, including costs for supervisory personnel (general foreman and above).

#### 4.3 Equipment Rental Rates

- 4.3.1 Rental rates for tools and equipment (owned by Contractor having an actual purchase price in excess of \$\_\_\_\_\_ each as of January 1, 20\_\_) shall be as stated in Table II of this Schedule "B" - Payment for Work.
- 4.3.2 The equipment rental rates as set out in Table II of this Schedule "B" - Payment for Work are all-inclusive rates including, but not limited to the cost of fuel, lubricants, repair parts and service, maintenance, cost of broken tools and accessories, applicable taxes, overhead and profit. Operators shall be paid for under Article 4.2 above.
- 4.3.3 The Contractor shall be reimbursed at the equipment rental rates set out in Table II of this Schedule "B" - Payment for Work for actual hours equipment is used, excluding downtime for repairs or servicing.
- 4.3.4 Equipment rental rates shall include all industry-standard accessories, hoses, cables and all other items necessary for proper performance of the Work.
- 4.3.5 The equipment rental rates are based on a standard work week and 4 weeks per month. The Contractor shall provide a monthly summary of all daily equipment usage hours.
- 4.3.6 The equipment rental rate to be charged (i.e. hourly, daily, weekly, monthly) for tools and equipment shall be invoiced at the end of each month. Contractor shall provide a monthly summary sheet listing all equipment. If an item is chargeable for less than a month, or a week, or a day, the rate to be charged shall be the weekly, daily or hourly rate, respectively. In no event shall the Contractor be reimbursed more than the monthly rate for an item of equipment used less than 1 month.
- 4.3.7 The move-on / move-off charge shall be paid for each occurrence, only if authorized by the Owner. Move-in / move-off charges shall not apply to equipment relocation on or within the Work Site.

4.3.8 Upon proper authorization by the Owner's Representative, the Contractor shall be paid for all time it is required to maintain its equipment on the Work Site on standby. In the event of such a request, the Contractor shall be paid for all time equipment is maintained on standby at \_\_\_\_% of the equipment rates set out in Table II of this Schedule "B" - Payment for Work.

#### 4.4 Third Party Equipment and Subcontractors

4.4.1 The Contractor shall be reimbursed for equipment required to complete the Work and supplied by Subcontractors, at actual cost to Contractor including transportation to the Work Site, plus the following percentage markup which shall cover the aggregate of Contractor's overhead and profit.

Cost Plus \_\_\_\_\_%

4.4.2 Third party equipment already listed in Table II shall be paid for at the rates listed in Table II, and no markup shall apply.

#### 4.5 Materials

4.5.1 The Contractor shall be reimbursed for material (other than consumables) required to complete the Work, at actual cost to Contractor, including transportation to the Work Site, as substantiated by invoices or by such documentation as may be required by the Owner, plus the following percentage markup which shall cover the aggregate of Contractor's overhead and profit.

Material Cost Plus \_\_\_\_\_%

#### 4.6 Time Sheets

For all Work performed on a time and material basis, Contractor shall submit daily time sheets, equipment and material time sheets for approval by the Owner, which shall detail all work activity, all hours worked, materials installed and tools and equipment used and be submitted as support to the Contractor's monthly invoice.

## ARTICLE 5- MISCELLANEOUS

5.1 Neither the Contract Price nor the Change and Change Directive rates are subject to escalation.

5.2 All overtime must be approved in advance by the Owner.

5.3 The Contract Price shall include all of the Contractor's and its Subcontractors', and any Suppliers who attend at the Work Site, cost of safety and loss management required under the Contract Documents.

5.4 Mobilization / Demobilization

- (a) Mobilization and demobilization include the Contractor's cost of mobilization at the commencement of Work on the Work Site and demobilization upon completion of Work.
- (b) Mobilization shall include but not be limited to:
  - (i) transportation of labour and shipment of materials and equipment to the Work Site; and
  - (ii) setting up temporary facilities and all preparation necessary for performing the Work including all costs associated with Contractor's personnel attending the Owner's safety courses.
- (c) Demobilization shall include but not be limited to preparation and submission of operation and maintenance manuals, removal of all materials and equipment and clean up of the Work Site upon completion of Work.
- (d) Payment to Contractor for mobilization / demobilization shall be as follows:
  - (i) \_\_\_\_\_ % of unit price for mobilization / demobilization as part of Contractor's first invoice after the Contractor has fully mobilized to the Work Site;
  - (ii) \_\_\_\_\_ % of unit sum price for mobilization / demobilization as part of Contractor's final invoice.

5.5 The Contract Price shall be payable in Canadian currency.

5.6 Payment of invoices shall be deemed advances and are subject to adjustment at any time prior to final payment.

5.7 Interim measurements are subject to change on final measurement following completion of the Work and any payment based on an interim measurement shall be considered an advance only and subject to final adjustment upon final measurement being performed.

**SCHEDULE "B"**

**PAYMENT FOR WORK**

**TABLE I  
LABOUR RATES FOR CONTRACTOR  
AND ITS SUBCONTRACTORS' LABOUR FORCE**

The labour rates as defined in Article 4 of this Schedule "B" – Payment for Work entitled "Labour Rates" are as follows:



