



WORK ORDER

Subject to the GENERAL CONDITIONS and in accordance with your quotation dated **Month D, YEAR** you are authorized to proceed with the work described below.

Contractor's name and address:

Send invoice to:

Contractor's Name
Address
City, PR POS TAL

PARKS CANADA AGENCY
Attn: Project Manager
Address
City, PR POS TAL

Title & Location of work:			
Financial Coding:			
Description of Work:			
Special instructions: The work is to be performed as described in the Statement of Work dated Month D, YEAR.			
Start date	Completion date	Work authorized by the Agency Representative	Work cost including applicable taxes
Month D, YEAR	Month D, YEAR		\$.00

GENERAL CONDITIONS

- 1. EXECUTION OF THE WORK.** The Contractor shall furnish all necessary labour, materials, tools and equipment and shall carry out in a careful and workman like manner and to the satisfaction of the Agency Representative, the work set out under the description hereon, or more particularly described in the drawings and specifications when applicable. All materials used in the execution of the work must be new and of best quality.
- 2. CHANGES.** Changes to the work shall only be made on receipt of written instructions from the Agency Representative. Any resulting adjustment to the cost of work shall be agreed upon by the Agency Representative and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.
- 3. TIME OF ESSENCE.** Time is of the essence of the contract
- 4. LABOUR.** Consistent with efficiency and economy, the Contractor shall employ only Canadian labour with local labour receiving preference.
- 5. APPLICABLE LAWS:** (a) The Contractor shall comply with all legislative and regulatory provisions, whether federal, provincial or municipal, applicable to the performance of the work. (b) Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licences required for the performance of the work. (c) From time to time, the Agency Representative may request that the Contractor provide evidence that the Contractor complies with all applicable legislative and regulatory provisions and that the Contractor holds all required permits, certificates and licences. Such evidence shall be provided within the time set out in the request or as otherwise stipulated in the contract.



6. INDEMNIFICATION: (a) For the purposes of the contract, Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of Canada. (b) The Contractor shall indemnify and save Canada harmless from and against all claims, losses, costs, damages, suits, proceedings or actions arising out of or related to the Contractor's activities in executing the work, including the Contractor's omissions, improper acts or delays in executing the work.

7. PROPERTY OF HER MAJESTY. The Contractor shall be liable to Her Majesty for any loss or damage to any property of Her Majesty arising out of the performance or non-performance of the work whether or not such loss arises from causes beyond his control.

8. CO-OPERATION AND MAKING GOOD. (a) The Contractor shall perform the work with the minimum disturbance to personnel and the public. (b) The Contractor shall obtain the approval of the Agency Representative for the hours during which he proposes to perform the work and for the work schedule. (c) The Contractor shall repair and make good all parts of the existing building affected by the work of the contract. (d) All work shall be equal in kind, quality and finish to that of the existing work. (e) Where the work affects occupied portions of a building, the Contractor shall ensure continuity of building services and necessary access for personnel and vehicles.

9. ACCESS TO WORK. The Contractor shall permit the Agency Representative or any officer authorized by him to have access to the work at all times during the execution of the work.

10. REMOVE DEBRIS. The Contractor shall remove from the premises, from time to time and as directed by the Agency Representative, all building rubbish or debris resulting from the work.

11. DELAY. No payment shall be made to the Contractor for delay encountered during the execution of the work.

12. SUSPENSION OF WORK. In the event that the work is suspended, the Contractor shall arrange for protection of the work as directed by the Agency Representative. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.

13. RECTIFICATION OF DEFECTS. The Contractor shall, upon notice from the Agency Representative, rectify at his own expense any defects that appear in the work within 12 months of the date of completion of the work

14. SIGNS AND ADVERTISING: the Contractor shall not erect or permit the erection of any sign or advertising at the site of the work without the expressed written consent of the Agency Representative.

15. MEMBERS OF THE HOUSE OF COMMONS. No member of the House of Commons shall be admitted to any share or part of the contract or any benefit arising therefrom.

16. INTERPRETATION. Should any dispute arise concerning the meaning or intent of the contract, the decision of the Agency representative shall be final.

17. RECORDS TO BE KEPT. The Contractor shall during the term of this contract and for a period of two years from the date of completion of the contract maintain and keep full records of his estimates of and actual cost to him of the work together with all proper quotations, contracts, correspondence, invoices, receipts and vouchers relating hereto, and shall make them available for copy, audit or inspection by any person acting on behalf of the Agency Representative.

18. TERMINATION. the Agency Representative may terminate the contract by giving notice in writing to the Contractor to that effect. Her Majesty's obligation to make payment to the Contractor shall cease when payment for work satisfactorily performed has been made.

19. PAYMENT. The Contractor may submit monthly progress claims. Subject to verification by the Agency Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. If, within 15 days of receipt of the invoice, additional information is requested by the Agency Representative, the 30 day payment period shall commence upon receipt of the requested information. Any monthly progress payment made to the Contractor shall be subject to a 10% holdback, which shall be released to the Contractor with the final payment unless the amount held back is required by Her Majesty to remedy any defect in the Contractor's work. The Contractor's invoice is to show the amount being claimed for work satisfactorily performed, excluding GST charges, and a separate amount for the GST calculated in accordance with the applicable tax legislation.

20. INTEREST ON OVERDUE ACCOUNTS: (a) If Canada delays in making a payment that is due in accordance with section 19 above, the Contractor shall be entitled to receive interest on the amount that is overdue, from the date on



which the amount is overdue to the day previous to the date on the negotiable instrument. (b) Simple interest shall be paid at the Average Bank Rate plus 3% per year on any amount, which is overdue. This interest shall be paid automatically, except that, in respect of amounts, which are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days unless the Contractor so demands. (c) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made. The "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association."

21. PERFORMANCE EVALUATION: Performance of the Contractor during and upon completion of the work shall be evaluated by the Agency Representative. The evaluation will be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely. An electronic version of the form (2913) used to record the performance is available on the PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

22. INSURANCE NO SPECIFIC REQUIREMENT. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.