

SCHEDULE H

FORM OF WORK ASSIGNMENT AGREEMENT

WORK ASSIGNMENT AGREEMENT BETWEEN OWNER AND CONTRACTOR

Request for Supplier Qualification (RFSQ) Doc3512316731, Category # 3, Sub-Category: AODA
Renovation

Request for Tender SAP Doc # Doc4150226092 TAU G01 - AODA - Accessibility Upgrades

This Work Assignment Agreement entered into on the Effective Date.

between

CITY OF TORONTO

(“Owner”)

and

● **[Note to Finalization before Execution: Insert Legal Name of Contractor]**

(“Contractor”)

WHEREAS Parts I.1 (Prompt Payment) and II.1 (Adjudication) of the Construction Act apply with respect to this Work Assignment Agreement and all subcontracts thereunder as the Owner commenced a procurement process for the improvement that is the subject of the Work Assignment Agreement (“**Procurement Process**”) on or after October 1, 2019;

AND WHEREAS ● **[Note to Finalization before Execution: Complete recitals];** |

NOW THEREFORE in consideration of the mutual covenants herein contained, the Owner and the Contractor agree as follows:

1. THE WORK

The Contractor shall:

- 1.1 perform the Work required by this Work Assignment Agreement for the Project located at the Site;
- 1.2 do and fulfill everything indicated by this Work Assignment Agreement;
- 1.3 commence the Work on the Commencement Date and, subject to adjustment in Contract Time as provided for in the Work Assignment Agreement, attain Substantial Performance of the Work, by the Scheduled Date for Substantial Performance of the Work, and otherwise perform the Work in accordance with the Construction Schedule; and

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1.4 apply the provisions, including in all schedules, of the Master Roster Agreement to the Work performed under this Work Assignment Agreement.

2. CONTRACT PRICE

2.1 The price for the Work (including any changes in the Work), which excludes Value Added Taxes, is the sum of, if applicable:

2.1.1 in respect of the Fixed Price Work, the Fixed Price; plus

2.1.2 in respect of the Unit Price Work, the Total Price of Unit Price Work; plus

2.1.3 in respect of T&M Changes in the Work recorded in a Change Order, the T&M Price, (the "**Contract Price**").

2.2 Value Added Taxes in the percentage amount of thirteen percent (13%) are payable by the Owner to the Contractor.

2.3 The Contract Price shall only be subject to adjustment as provided in the Work Assignment Agreement.

2.4 All amounts in the Work Assignment Agreement are expressed and payable in Canadian currency, unless expressly noted otherwise.

3. DOCUMENTS COMPRISING THE AGREEMENT

3.1 The following documents whether attached hereto or referred to herein form an integral part of the Work Assignment Agreement:

- Master Roster Agreement, including its Schedules A to H inclusive
- Schedule A – Information Sheet (Work Assignment Agreement)
- Schedule B – Pricing Form
- Schedule C – Drawings and Specifications
- Construction Schedule
- Supplemental Instructions
- any other document identified elsewhere in the Work Assignment Agreement as a document forming part of the Work Assignment Agreement.

4. COUNTERPART AND ELECTRONIC SIGNATURE

4.1 This Work Assignment Agreement may be executed in counterpart and may be executed by electronic signature that is received by the Owner in a file format acceptable to the Owner. Such electronic signature shall be deemed to be an original signature for the purpose of this Work Assignment Agreement with the same legal effect as an original signature.

The parties hereto have executed this Work Assignment Agreement by the hands of their duly authorized representatives.

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SIGNED AND DELIVERED
in the presence of:

● [Note to Finalization before Execution:
Insert Legal Name of Owner]

● [Note to Finalization before Execution:
Authority stamp to be completed by the
Owner]

By: _____

Name: ●
Title: ●

I have authority to bind the corporation

By: _____

Name: ●
Title: ●

I have authority to bind the corporation

● [Note to Finalization before Execution:
Insert Legal Name of Contractor]

By: _____

Name: ●
Title: ●

I have authority to bind the corporation

By: _____

Name: ●
Title: ●

I have authority to bind the corporation

[Note to Finalization before Execution: If the Contractor is an individual, use the following signature block. Delete signature block not used. Consult Legal Services if needed.]

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

Name

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SCHEDULE A to WORK ASSIGNMENT AGREEMENT

INFORMATION SHEET – WORK ASSIGNMENT AGREEMENT

The following table provides information cross-referenced in the provisions and schedules of the Master Roster Agreement. All reference to GCs are located in Schedule D – General Conditions of the Master Roster Agreement.

Row	Input Information	Reference	Description
A. Names and Information			
A.1	Project	Sch. C, Definition 83 & GC 3.8.2.3(1)	Accessibility Upgrades at eleven (11) buildings at addresses outlined in row A.2 of this Information Sheet.
A.2	Site	Definition 99	The following items represent a building under the Project and are each to be interpreted as one Site and those Sites that are on not contiguous lands are deemed to be each under a separate contract for the purpose of substantial performance: 1. 21 Old Eglinton Ave: 2. 200 Bermondsey Rd 3. 755 Warden Ave 4. 887 Pharmacy Ave 5. 3100 Eglinton Ave 6. 2575 Eglinton Ave 7. 40 Coronation Dr 8. 100 Galloway 9. 745 Meadowvale 10. 5318 Lawrence Ave E 11. 8500 Sheppard Ave E
A.3	Notice information	GC 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	To be provided after award
A.4	Identity of Contract Administrator	Sch. C, Definition 24	To be provided after award
A.5	Identity of Owner Representative	Sch. C, Definition 72	To be provided after award

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Row	Input Information	Reference	Description
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	1. Automatic Door Openers: Supply and Install by ASSA ABLOY. 2. Plumbing Fixtures and accessories: Supply by NEXT
B. Pricing, Markups and Liquidated Damages			
B.1	Contractor's Markup for negotiated fixed price and negotiated unit price changes in the Work performed by Contractor	Sch. E, s. 2.2.3.1	Refer to Information Sheet in Master Roster Agreement.
B.2	Total Cumulative Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on negotiated fixed price and negotiated unit price changes in the Work performed by Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 2.2.3.2	Refer to Information Sheet in Master Roster Agreement.
B.3	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	Refer to Information Sheet in Master Roster Agreement.
B.4	Total Cumulative T&M Percentage Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on changes in the Work performed by Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 3.3.2	Refer to Information Sheet in Master Roster Agreement.

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Row	Input Information	Reference	Description
B.5	Markup for Cash Allowance overages	GC 6.1.4	Refer to Information Sheet in Master Roster Agreement.
B.6	Amounts of Delay Liquidated Damages	GC 7.6.1	1. 21 Old Eglinton Ave \$1,500.00 per Calendar Day 2. 200 Bermondsey Rd \$1,500.00 per Calendar Day 3. 755 Warden Ave \$1,500.00 per Calendar Day 4. 887 Pharmacy Ave \$1,500.00 per Calendar Day 5. 3100 Eglinton Ave \$1,500.00 per Calendar Day 6. 2575 Eglinton Ave \$1,500.00 per Calendar Day 7. 40 Coronation Dr \$1,500.00 per Calendar Day 8. 100 Galloway \$1,500.00 per Calendar Day 9. 745 Meadowvale \$1,500.00 per Calendar Day 10. 5318 Lawrence Ave E \$1,500.00 per Calendar Day 11. 8500 Sheppard Ave E \$1,500.00 per Calendar Day
B.7	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	Refer to Information Sheet in Master Roster Agreement.
B.8	Schedule B2 Schedule of Prices for Changes in the Work	Sch. B	Not Applicable
B.9	Invoice Period	Sch. C, Definition 54	Refer to Information Sheet in Master Roster Agreement.
B.10	Giving of a Proper Invoice	GC 5.3.1	Refer to Information Sheet in Master Roster Agreement.
C. Dates, Time Periods and Deadlines			
C.1	Effective Date	Sch. C, Definition 40	To be finalized after award
C.2	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	14 Calendar Days after date of award by City

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Row	Input Information	Reference	Description
C.3	Key Work Milestones	Sch. C, Definition 56	Refer to the Construction Schedule included in Contract.
C.4	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	1. 21 Old Eglinton Ave 135 days from commencement of the work 2. 200 Bermondsey Rd 135 days from commencement of the work 3. 755 Warden Ave 135 days from commencement of the work 4. 887 Pharmacy Ave 135 days from commencement of the work 5. 3100 Eglinton Ave 135 days from commencement of the work 6. 2575 Eglinton Ave 135 days from commencement of the work 7. 40 Coronation Dr 135 days from commencement of the work 8. 100 Galloway 135 days from commencement of the work 9. 745 Meadowvale 135 days from commencement of the work 10. 5318 Lawrence Ave E 135 days from commencement of the work 11. 8500 Sheppard Ave E 135 days from commencement of the work
C.5	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	1. 21 Old Eglinton Ave 14 Days after Substantial Performance is achieved 2. 200 Bermondsey Rd 14 Days after Substantial Performance is achieved 3. 755 Warden Ave 14 Days after Substantial Performance is achieved

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Row	Input Information	Reference	Description
			<p>4. 887 Pharmacy Ave 14 Days after Substantial Performance is achieved</p> <p>5. 3100 Eglinton Ave 14 Days after Substantial Performance is achieved</p> <p>6. 2575 Eglinton Ave 14 Days after Substantial Performance is achieved</p> <p>7. 40 Coronation Dr 14 Days after Substantial Performance is achieved</p> <p>8. 100 Galloway 14 Days after Substantial Performance is achieved</p> <p>9. 745 Meadowvale 14 Days after Substantial Performance is achieved</p> <p>10. 5318 Lawrence Ave E 14 Days after Substantial Performance is achieved</p> <p>11. 8500 Sheppard Ave E 14 Days after Substantial Performance is achieved</p>
C.6	Warranty Period	Sch. C, Definition 124	Refer to Information Sheet in Master Roster Agreement.
C.7	Working Days	Sch. C, Definition 129	8:00 PM to 6:00 AM, 7 days a week
C.8	Number of Days for Contract Administrator to Issue a Certificate for Payment	GC 5.4.1.2	Refer to Information Sheet in Master Roster Agreement.
C.9	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	Refer to Information Sheet in Master Roster Agreement.
C.10	Deadline to respond to a Change Directive	GC 7.3.5	Refer to Information Sheet in Master Roster Agreement.
C.11	Suspension Period for Stop Work Orders	GC 11.2.1	Refer to Information Sheet in Master Roster Agreement.

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Row	Input Information	Reference	Description
D. Insurance, Contract Security, Bonds and Contractual Holdback			
D.1	Insurance Coverages	GC 8.1.1.1, GC 8.1.1.2, & GC 8.1.3	Refer to Information Sheet in Master Roster Agreement.
D.2	Additional Contract Security	GC 8.2.1	Refer to Information Sheet in Master Roster Agreement.
D.3	Amount of the Contractual Holdback	GC 8.4.1	2.5% retained from each Proper Invoice
D.4	Percentage by which Contractual Holdback is Reduced after Total Performance of the Work	GC 8.4.3	Refer to Information Sheet in Master Roster Agreement.
D.5	Surety Bonds	GC 8.3.1	Refer to Information Sheet in Master Roster Agreement.
E. Miscellaneous			
E.1.	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	Refer to Information Sheet in Master Roster Agreement.
E.2.	Allowable Portion of the Work for Subcontracting	GC 3.8.1	Not Applicable, except for subcontracting work as per Row A.6
E.3.	Accuracy of Utilities and Structures	GC 4.1.4.1	No change to requirements
E.4.	Fair Wage Schedule	Sch. F, if applicable	Industrial, Commercial, Institutional (I.C.I.) Schedule 2016 – 2019
E.5.	Workforce Development Plan	Workforce Development Plan, if included	There is no requirement for a Workforce Development Plan under this Agreement.

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SCHEDULE B to WORK ASSIGNMENT AGREEMENT

PRICING FORM

SCHEDULE C to WORK ASSIGNMENT AGREEMENT
DRAWINGS AND SPECIFICATIONS