

**SCHEDULE H**

**FORM OF WORK ASSIGNMENT AGREEMENT**

**WORK ASSIGNMENT AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Request for Supplier Qualification (RFSQ) Doc3512316731,

Category # 2, Sub-Category: Renovation, Request for Tender SAP Doc # 4744062042

**This Work Assignment Agreement** entered into on the Effective Date.

**between**

**CITY OF TORONTO**

**(“Owner”)**

and

**(“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**

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

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**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:

| |

By: |

\_\_\_\_\_  
Name: ●  
Title: ●  
I have authority to bind the corporation

By:

\_\_\_\_\_  
Name: ●  
Title: ●  
I have authority to bind the corporation

| |

By:

\_\_\_\_\_  
Name: ●  
Title: ●  
I have authority to bind the corporation

By:

\_\_\_\_\_  
Name: ●  
Title: ●  
I have authority to bind the corporation

| |

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.

<b>Row</b>	<b>Input Information</b>	<b>Reference</b>	<b>Description</b>
<b>A. Names and Information</b>			
<b>A.1</b>	Project	Sch. C, Definition 83 & GC 3.8.2.3(1)	4222 Kingston Rd. – Renovations to Existing TSSS Family Residence
<b>A.2</b>	Site	Definition 99	4222 Kingston Rd.
<b>A.3</b>	Notice information	GC 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	To be provided after award.
<b>A.4</b>	Identity of Contract Administrator	Sch. C, Definition 24	Workshop Architecture Inc.
<b>A.5</b>	Identity of Owner Representative	Sch. C, Definition 72	Dolly Kamboj Project Manager Project Management Office Corporate Real Estate Management City of Toronto Metro hall 55 John Street, 2 <sup>nd</sup> Fl Toronto, ON M5V 3C6 Dolly.Kamboj@toronto.ca
<b>A.6</b>	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	Not Applicable
<b>B. Pricing, Markups and Liquidated Damages</b>			
<b>B.1</b>	Contractor's Markup for negotiated fixed price and negotiated unit price changes in the Work	Sch. E, s. 2.2.3.1	Ten percent (10%)

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Row	Input Information	Reference	Description
	performed by Contractor		
<b>B.2</b>	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	Fifteen percent (15%)
<b>B.3</b>	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	Ten percent (10%)
<b>B.4</b>	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	Fifteen percent (15%)
<b>B.5</b>	Markup for Cash Allowance overages	GC 6.1.4	Five percent (5%)
<b>B.6</b>	Amounts of Delay Liquidated Damages	GC 7.6.1	\$2,000.00 per Calendar Day that is a weekday
<b>B.7</b>	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	Vertical Approach

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Row	Input Information	Reference	Description
<b>B.8</b>	Schedule B2 Schedule of Prices for Changes in the Work	Pricing Form	No Applicable
<b>B.9</b>	Invoice Period	Sch. C, Definition 54	No change to default Invoice Period.
<b>B.10</b>	Giving of a Proper Invoice	GC 5.3.1	Draft invoice to be submitted to the Owner Representative and once agreed to, Contractor to send to <a href="mailto:APInvoice@toronto.ca">APInvoice@toronto.ca</a> with a copy to the Owner Representative in accordance with GC 1.6.1.1.
<b>C. Dates, Time Periods and Deadlines</b>			
<b>C.1</b>	Effective Date	Sch. C, Definition 40	To be finalized after award.
<b>C.2</b>	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	14 Calendar Days after date of award by City
<b>C.3</b>	Key Work Milestones	Sch. C, Definition 56	No Applicable, unless there are Key Work Milestones (consultant's project timeline).
<b>C.4</b>	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	250 Calendar Days from commencement of the work
<b>C.5</b>	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	14 Calendar Days after Substantial Performance is achieved
<b>C.6</b>	Warranty Period	Sch. C, Definition 124	No change to default Warranty Period.
<b>C.7</b>	Working Days	Sch. C, Definition 129	No change to default Working Days.
<b>C.8</b>	Number of Days for Contract Administrator to Issue a Certificate for Payment	GC 5.4.1.2	Ten (10) Working Days
<b>C.9</b>	Deadline to acknowledge a	GC 7.2.1	No change to default of 10 Working Days

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<b>Row</b>	<b>Input Information</b>	<b>Reference</b>	<b>Description</b>
	Contemplated Change Order		
<b>C.10</b>	Deadline to respond to a Change Directive	GC 7.3.5	No change to default of 10 Working Days
<b>C.11</b>	Suspension Period for Stop Work Orders	GC 11.2.1	No change to default of 60 Working Days
<b>D. Insurance, Contract Security, Bonds and Contractual Holdback</b>			
<b>D.1</b>	Insurance Coverages	GC 8.1.1.1, GC 8.1.1.2, & GC 8.1.3	8.1.3.1. Pollution Liability Insurance shall be in the amount of not less than Five Million Dollars (\$5,000,000) per claim
<b>D.2</b>	Additional Contract Security	GC 8.2.1	Not Applicable
<b>D.3</b>	Amount of the Contractual Holdback	GC 8.4.1	2.5% retained from each Proper Invoice
<b>D.4</b>	Percentage by which Contractual Holdback is Reduced after Total Performance of the Work	GC 8.4.3	0% reduction after Total Performance. Full release after Warranty Period, upon inspection written certification from the Contract Administrator
<b>D.5</b>	Surety Bonds	GC 8.3.1	No change to requirements in GC 8.3.1
<b>E. Miscellaneous</b>			
<b>E.1.</b>	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	No change to default order of priority
<b>E.2.</b>	Allowable Portion of the Work for Subcontracting	GC 3.8.1	The Contractor is not permitted to subcontract general contractor services. Only subcontracting of sub-trades is permitted under this Agreement.
<b>E.3.</b>	Accuracy of Utilities and Structures	GC 4.1.4.1	No change to requirements in GC 4.1.4.1.
<b>E.4.</b>	Fair Wage Schedule	Sch. F, if applicable	INDUSTRIAL, COMMERCIAL, INSTITUTIONAL (I.C.I.) WORK 2022-2025
<b>E.5.</b>	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**