

SCHEDULE H

FORM OF WORK ASSIGNMENT AGREEMENT

WORK ASSIGNMENT AGREEMENT BETWEEN OWNER AND CONTRACTOR

Request for Supplier Qualification (RFSQ) Doc3512316731,

Category # 2, Sub-Category: Building Renovation, Request for Tender SAP Doc # 4790896092

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.

SIGNED AND DELIVERED
in the presence of:

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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.

Row	Input Information	Reference	Description
A. Names and Information			
A.1	Project	Sch. C, Definition 83 & GC 3.8.2.3(1)	Wholesale renovation of the Upper Yonge Village Daycare Centre
A.2	Site	Definition 99	14 St. Clements Avenue Toronto, Ontario M4R 1G9
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
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	To be provided after award
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,	Sch. E, s. 2.2.3.2	Refer to Information Sheet in Master Roster Agreement.

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Row	Input Information	Reference	Description
	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)		
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.
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	
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	Pricing Form	Refer to Information Sheet in Master Roster Agreement.
B.9	Invoice Period	Sch. C, Definition 54	Refer to Information Sheet in Master Roster Agreement.

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Row	Input Information	Reference	Description
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 provided after award
C.2	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	To be provided after award
C.3	Key Work Milestones	Sch. C, Definition 56	N/A
C.4	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	Sept 2026
C.5	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	Dec 2026
C.6	Warranty Period	Sch. C, Definition 124	Refer to Information Sheet in Master Roster Agreement.
C.7	Working Days	Sch. C, Definition 129	Refer to Information Sheet in Master Roster Agreement.
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.
D. Insurance, Contract Security, Bonds and Contractual Holdback			
D.1	Insurance Coverages	GC 8.1.1.1,	Refer to Information Sheet in Master Roster Agreement.

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Row	Input Information	Reference	Description
		GC 8.1.1.2, & GC 8.1.3	
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	Refer to Information Sheet in Master Roster Agreement.
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	N/A
E.3.	Accuracy of Utilities and Structures	GC 4.1.4.1	The contractor will be required to locate and protect existing utilities as part of the Construction Project
E.4.	Fair Wage Schedule	Sch. F, if applicable	INDUSTRIAL, COMMERCIAL, INSTITUTIONAL (I.C.I.) WORK
E.5.	Workforce Development Plan	Workforce Development Plan, if included	There is <u>no requirement</u> 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