

**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 Ariba No. Doc4789275131

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 the Owner issued Request for Supplier Qualifications No. Doc3512316731 dated October 31, 2022 including Addendum Nos. 1, 2, 3, 4 and 5 dated November 8, 2022, November 17, 2022, November 28, 2022, November 29, 2022 and December 2, 2022 respectively, (collectively the “**RFSQ**”) and in response to the RFSQ, the Contractor submitted a response dated **December 7, 2022** (“**RFSQ Response**”);

AND WHEREAS the Contractor was appointed to the list of prequalified suppliers eligible to bid on Work Assignments under the RFSQ (“**Roster**”);

AND WHEREAS pursuant to the Master Roster Construction Agreement dated **February 8, 2023** (the “**Master Agreement**”) the Contractor agreed to execute Work Assignment Agreements in the form of this Work Assignment Agreement;

AND WHEREAS the City issued RFT **Doc4789275131** on **[Note to Finalization: insert date]** for a Work Assignment in accordance with the Master Agreement in connection with **[Note to Finalization: insert description of Project]**, and further issued **[Note to Finalization: insert addenda and date of addenda]**;

AND WHEREAS the Contractor submitted a Work Assignment Bid dated **[Note to Finalization: insert date of Bid]** in response to the RFT;

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AND WHEREAS the Contractor was awarded this Work Assignment Agreement to complete the Work Assignment in accordance with all the terms and conditions of the Master Agreement and this Work Assignment Agreement;

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.

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.

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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
- ~~- Schedule D – Workforce Plan Development~~ **[Note to Finalization before RFQ/RFT: Delete if not applicable]**
- 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:

**● [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: ●

Date: |

I have authority to bind the corporation

By:

Name: ●

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Title: ●
Date: |
I have authority to bind the corporation

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

By:

Name: ●
Title: ●
Date:
I have authority to bind the corporation

By:

Name: ●
Title: ●
Date:
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)	Interior renovation of the Willowridge Early Learning & Child Care Centre
A.2	Site	Definition 99	30 Earldown Dr., Etobicoke, ON, M9R 2L3
A.3	Notice information	GC 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	City of Toronto 55 John Street Metro Hall, 10th floor Toronto ON M5V 3C6
A.4	Identity of Contract Administrator	Sch. C, Definition 24	Bortolotto Architecture + Interior Design 4 Clinton Place, Toronto, ON, M6G 1J9
A.5	Identity of Owner Representative	Sch. C, Definition 72	City of Toronto City Hall, 100 Queen Street West Toronto ON M5H 2N2 Attention: City Solicitor
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	"To be entered 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	<i>Refer to Information Sheet in Master Roster Agreement.</i>
B.2	Total Cumulative Markup allowed for Contractor,	Sch. E, s. 2.2.3.2	<i>Refer to Information Sheet in Master Roster Agreement.</i>

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Row	Input Information	Reference	Description
	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)		
B.3	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
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	<i>Refer to Information Sheet in Master Roster Agreement.</i>
B.5	Markup for Cash Allowance overages	GC 6.1.4	<i>Refer to Information Sheet in Master Roster Agreement.</i>
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	<i>Refer to Information Sheet in Master Roster Agreement.</i>
B.8	Schedule B2 Schedule of Prices for Changes in the Work	Pricing Form	

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Row	Input Information	Reference	Description
B.9	Invoice Period	Sch. C, Definition 54	<i>Refer to Information Sheet in Master Roster Agreement.</i>
B.10	Giving of a Proper Invoice	GC 5.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C. Dates, Time Periods and Deadlines			
C.1	Effective Date	Sch. C, Definition 40	Upon signing of the Agreement
C.2	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	Within seven (7) calendar days of award of the Contract (Issuance of PO)
C.3	Key Work Milestones	Sch. C, Definition 56	Not Applicable
C.4	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	TBD
C.5	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	TBD
C.6	Warranty Period	Sch. C, Definition 124	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.7	Working Days	Sch. C, Definition 129	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.8	Number of Days for Contract Administrator to Issue a Certificate for Payment	GC 5.4.1.2	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.9	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.10	Deadline to respond to a Change Directive	GC 7.3.5	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.11	Suspension Period for Stop Work Orders	GC 11.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>

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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	<i>Refer to Information Sheet in Master Roster Agreement.</i>
D.2	Additional Contract Security	GC 8.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
D.3	Amount of the Contractual Holdback	GC 8.4.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
D.4	Percentage by which Contractual Holdback is Reduced after Total Performance of the Work	GC 8.4.3	<i>Refer to Information Sheet in Master Roster Agreement.</i>
D.5	Surety Bonds	GC 8.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
E. Miscellaneous			
E.1.	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
E.2.	Allowable Portion of the Work for Subcontracting	GC 3.8.1	Not Applicable
E.3.	Accuracy of Utilities and Structures	GC 4.1.4.1	No change to requirements in GC 4.1.4.1
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	Not Applicable

SCHEDULE B to WORK ASSIGNMENT AGREEMENT

PRICING FORM

[NOTE TO FINALIZATION BEFORE RFQ/RFT: ATTACH SCHEDULE A SCHEDULE OF PRICES FOR CHANGES IN THE WORK, IF ANY]

[NOTE TO FINALIZATION BEFORE EXECUTION OF WORK ASSIGNMENT AGREEMENT: ATTACH PRICING FORM]

SCHEDULE C to WORK ASSIGNMENT AGREEMENT

DRAWINGS AND SPECIFICATIONS

[Note to Finalization before Execution of Work Assignment Agreement: Attach or list the Drawings and Specifications (which includes, for clarity, the Standard Drawings, the Standard Specifications and Special Specifications and material and finishing schedules).]