



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 Doc5638188678

This Work Assignment Agreement entered into on the Effective Date.

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 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;

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AND WHEREAS the City issued RFT Doc5638188678 on [xx] for a Work Assignment in accordance with the Master Agreement in connection with Enderby Child Care Centre Renovation and further issued Addenda.

AND WHEREAS the Contractor submitted a Work Assignment Bid dated [xx] in response to the RFT;

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
- 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:

NAME OF CONTRACTOR

**• [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

]

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● [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)	For the Supply and Delivery of All Labour, Materials, Equipment, Services, and Supervision Necessary to Complete Renovation of Enderby Child Care Centre
A.2	Site	Definition 99	118 Enderby Rd, Toronto, ON M4E 2S6
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	Laptiste Architecture Inc, 1137A Queen St E, Toronto, ON M4M 1K9 Attention: Shane Laptiste Email: Shane Laptiste <shane@socadesign.ca>
A.5	Identity of Owner Representative	Sch. C, Definition 72	City of Toronto City Hall, 100 Queen Street West Toronto ON M5H 2N2
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	\$500 per Calendar Day that is a weekday.
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	<i>Refer to Schedule B for the price form.</i>
B.9	Invoice Period	Sch. C, Definition 54	<i>Refer to Information Sheet in Master Roster Agreement.</i>

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Row	Input Information	Reference	Description
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	To be finalized after award.
C.2	Anniversary Date	Sch. C, Definition 7 & GC 5.6	To be finalized after award.
C.3	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	Within seven (7) calendar days of award of the Contract (Issuance of PO)
C.4	Key Work Milestones	Sch. C, Definition 56	Not Applicable
C.5	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	Within Eight (8) months from Issuance of Purchase Order.
C.6	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	Within Ten (10) months from Issuance of Purchase Order
C.7	Warranty Period	Sch. C, Definition 124	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.8	Working Days	Sch. C, Definition 129	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.9	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.10	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
C.11	Deadline to respond to a Change Directive	GC 7.3.5	<i>Refer to Information Sheet in Master Roster Agreement.</i>

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Row	Input Information	Reference	Description
C.12	Suspension Period for Stop Work Orders	GC 11.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
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	<u>There is no requirement</u> for a Workforce Development Plan under this Agreement.

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SCHEDULE B to WORK ASSIGNMENT AGREEMENT

PRICING FORM

Item	Description	Unit	Quantity	Unit Rate	Total Price (Quantity x Unit Rate)
Construction Items					
1	<u>General Requirements</u>				
	1.1 General conditions	L.S.	1	\$ _____	\$ _____
	1.2 Fees (Contractor)	L.S.	1	\$ _____	\$ _____
	1.3 Close out	L.S.	1	\$ _____	\$ _____
2	<u>Demolition</u>				
	2.1 Selective demolition	L.S.	1	\$ _____	\$ _____
3	<u>Concrete</u>				
	3.1 Reinforced floor slab; cut, repair & make good. Areas 1 and 2 only.	L.S.	1	\$ _____	\$ _____
4	<u>Miscellaneous Metals</u>				
	4.1 Miscellaneous Metals supports for cladding, etc, as required.	L.S.	1	\$ _____	\$ _____
5	<u>Exterior Finishes</u>				
	5.1 All new wall cladding on building facade.	L.S.	1	\$ _____	\$ _____
	5.2 All new wall cladding at mechanical enclosure.	L.S.	1	\$ _____	\$ _____
	5.3 All new soffit.	L.S.	1	\$ _____	\$ _____
	5.4 All new cladding at garbage enclosure.	L.S.	1	\$ _____	\$ _____
	5.5 All new cladding at storage shed.	L.S.	1	\$ _____	\$ _____
6	<u>Finishes</u>				
	6.1 All new flooring including patch and repair.	L.S.	1	\$ _____	\$ _____
	6.2 All new painting (walls, ceilings, etc..)	L.S.	1	\$ _____	\$ _____
7	<u>All Other Work – Miscellaneous</u>				
	All other items required to complete the work as outlined in the project scope	L.S.	1	\$ _____	\$ _____
8	CASH ALLOWANCES* (H.S.T. excluded) Cash Allowance as specified in Section 01 21 00	L.S.	1	\$15,000.00	\$15,000.00

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Item	Description	Unit	Quantity	Unit Rate	Total Price (Quantity x Unit Rate)
11	CONTINGENCY **	L.S.	1	\$50,000.00	\$50,000.00
D) Total Base Bid Price (Sum of Items 1 to 11) Exclusive of HST)					\$ _____
E) HST Amount (13% of above item D.)					\$ _____
F) Total Amount of Tender Call (Sum of D + E) (* Copy Total Amount to front tender cover page.)					* \$ _____

*** CASH ALLOWANCES**

Such are intended to cover the net cost to the Contractor of providing the pre-determined services, products, or for other authorized expenses specified. The Total Bid Price, and not the Cash Allowances, shall include the Contractor's overhead, and profits, supervision on such cash allowances. If cost exceeds the cost allowance, the extra sum is an extra to the contract, if cost is less the unused portion is credit to the contract.

**** CONTINGENCY**

for extra work as approved by the City Project Manager.

Items 11 and 12 Cash Allowance and Contingency are for additional work requested and authorized, in writing, by COT Project Management.

*****ALTERNATIVE PRICES**

"Alternative Prices" are prices submitted below for solicited alternatives which can be additions, deductions or no changes to the bid price. Alternative prices shall remain irrevocable and open for acceptance by the Owner for the duration of the Contract.

Without limiting its rights under the Instructions to Bidders, the Owner reserves the right to accept or reject any of the prices listed below.

Prices submitted do not include the Harmonized Sales Tax (HST) but include all other taxes. The list of Alternative prices is and integral part of the Bid Documents.

Line Item	Item	Alternative Price
1		
	Subtotal	\$

*****SEPARATE PRICES**

"Separate Price" is a price for an item of work or scope of functionality that the City may choose to add or remove from the main contract (the "Base Bid" or "Total Base Bid") at its sole discretion.

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Line Item	Item	Separate Price
1	Clean & paint all of the exterior stucco on the building, based on the Master Painters Institute Standards. Paint colour to match existing colour.	
	Subtotal	\$

SCHEDULE C to WORK ASSIGNMENT AGREEMENT

DRAWINGS AND SPECIFICATIONS

SCHEDULE H

DRAWINGS AND SPECIFICATIONS

The City of Toronto, Children's Services is soliciting construction tenders for the renovation of the Enderby Child Care Centre. This facility is an existing one storey City owned facility and operated by a third party operator (WoodGreen), located at 118 Enderby Road, Toronto, Ontario (near the intersection of Gerrard St East and Main St) The child care centre will be occupied during construction.

The renovation scope of this child care centre project includes the following:

1. EXTERIOR wood related work:

- Removal of existing rotting wood & replacement with an acetylated wood product located on:
 - Building exterior façade
 - Roof mechanical equipment fence screen
 - Exterior garbage enclosure
 - Exterior storage shed (located in the preschool playground)
- New exterior corrugated metal soffit under existing open steel frame canopy

2. INTERIOR make-good work:

- Make good floor & wall at water damage locations in 2 playrooms (one preschool room & one toddler room)

1. General Specifications

The following list of documents (drawings and technical specifications) have been provided as email attachments when this Roster Work Assignment Request for Tender was issued, forming part of the Contract Document.

Technical Specifications

Table of Contents:

00 01 11	Table of Contents
00 01 15	List of Drawings
01 11 11	List of Consultants
01 21 00	Cash Allowances
01 31 13	Project Coordination
01 31 19	Project Meetings
01 32 16	Construction Schedules
01 33 00	Submittal Procedures
01 41 00	Regulatory Requirements
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 61 00	Common Product Requirements
01 74 19	Construction Waste Management and Disposal
01 74 23	Final Cleaning

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01 78 00	Closeout Submittals
01 79 00	Demonstration and Training
02 41 19	Selective Building Demolition
02 41 20	Selective Interior Demolition
02 81 01	Hazardous Materials
03 01 29	Concrete Restoration - Pre-packaged Material
03 01 32	Concrete Removal - Percussive
05 50 00	Metal Fabrications
06 05 33.91	Long Term Wood Treatment
06 20 00	Finish Carpentry
07 42 13	Metal Panels - Soffit
07 62 00	Metal Flashing and Trim
07 92 00	Joint Sealants
09 29 00	Gypsum Board
09 65 19	Resilient Vinyl Composition Tile Flooring
09 91 00	Painting

Drawings

ARCHITECTURAL

A000	COVER PAGE
A100D	DEMOLITION PLANS
A111	MAIN FLOOR PLAN
A112	ROOF PLAN
A120	SECONDARY STRUCTURE PLANS
A200	REFLECTED CEILING PLAN
A300	EXTERIOR ELEVATIONS - DEMO
A301	EXTERIOR ELEVATIONS - NEW
A501	EXTERIOR WALL SECTIONS
A510	SECTION DETAILS

STRUCTURAL ENGINEERING

S0.1	GENERAL NOTES
S1	LEVEL 1 PLAN AND APPROXIMATE AREA OF WORK
S2	PART PLAN AND SECTIONS

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2. Specific Requirements and Supplementary Conditions

- 2.1. The General Contractor (GC) must furnish all labor, materials, equipment and full-time supervision for the Project site located at Enderby Child Care Centre (118 Enderby Road) in accordance with the tender documents including any addenda issued during the time of bidding.
- 2.2. Generally: Most construction work will not be limited by child care centre operation hours:
- 2.3. **Childcare Centre regular business hours** of operation is 7:30 a.m. to 6:00 p.m., five (5) days a week (Monday - Friday). Therefore, any construction work must not impact facility operations during regular business hours of operations.
- 2.4. **Commencement and Completion Dates:** The start date of this Contract is immediately upon receipt of a purchase order, issued by the CoT Purchasing & Materials Management Division (PMMD). Award is conditional upon all approvals, bonding and insurance being in place. Continuous and progressive operation shall be carried out until work is completed. The Supplier is responsible to provide all the forces necessary to complete the entire contract work within the specified timeframe. Should any work be delayed for any reason other than what is permitted within the CoT Construction Agreement Contract then the GC shall not be entitled to any claims and will be subject to penalty via liquidated damages clauses noted within contract documents.
- 2.5. All construction work undertaken shall not contravene the requirements of local noise and pollution by-laws and all other regulatory requirements. Any construction work that requires drilling, cutting, coring or hammering, must be undertaken after-hours (6:00 pm – 6:00 am) and/or weekends. No additional or overtime charges will be paid for the work performed after-hours and/or weekends.
- 2.6. **Ongoing Operations at Occupant Facility:** All construction work undertaken shall comply and fulfill all OH&S requirements and coordination to perform the work during an ongoing operations at occupant facility, that include but not limited to phasing the construction scope and hoarding areas to satisfy all requirements for Excites, Signage, Tarps and dust protections and isolations, fume, emission, smoke protections and all related labor, materials and any associated time, and **Phasing the project scope, construction areas as required** to accommodate the occupants' operations requirements. The Successful Bidder shall fulfill these requirements at no additional costs, nor claims against the City.
- 2.7. **Phased Construction:** The Supplier must prepare a detailed and realistic sequencing and phasing work plan and approach based upon a comprehensive review of the entire site, CoT feedback and Consultant's recommendations. The Supplier must submit a plan electronically with a written description and coordinated drawings / site plan illustrating the areas impacted by the work during each phase. The plan must be revised and updated as changes occur and provided to the CoT PM and consultant as changes occur. The construction phasing approach must minimize the disruption and impact to the public and utilize after working hours where possible.
- 2.8. The CoT reserves the right to stop any disruptive work undertaken by the Supplier and request to have this work completed at a different time at no cost to the project. The Supplier will not be entitled to a claim for work deemed too disruptive to stakeholders during regular operating hours. The GC will be responsible to co-ordinate this work at a time suitable to the CoT.
- 2.9. There is limited space on the site to store materials, bins or equipment. The GC must coordinate a plan for delivery of materials and equipment in conjunction with the construction work activities and provide a logical sequence of implementation that will not impact the entire site and overall project delivery.
- 2.10. Should any of the adjacent properties object to noisy / odorous work between during regular work hours, then the Supplier must stop the work immediately and only continue at such time as not to cause any such disturbance.

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- 2.11. The Successful Bidder shall assign a project manager to the construction project in addition to site supervisor and support staff. The project manager will be the main point of contact for the City and for the consultant on this project, shall maintain complete involvement, coordinate with all stakeholders (internal and external to the City) and attend regular construction progress on-site Weekly or bi-weekly meetings as required.
- 2.12. The Successful Bidder shall coordinate with all government departments & agencies, authorities having jurisdictions and utilities such as the City's Building Department, ESA, TSSA, Toronto Hydro, Enbridge Gas, but not limited to, and organize all required inspections and approvals for the completion of construction work. It will be full responsibility of the Successful Bidders to ensure that all conditions of permits and approvals are met during construction work and all permits are closed.
- 2.13. The Successful Bidder is responsible to coordinate with other contractors at the facility and arrange for delineation in time and space as required for the completion of construction work. There could be multiple contractors performing work at the facility. No additional/overtime charges will be paid if the construction work is delayed because of coordination with other contractors performing work at the facility.
- 2.14. The Successful Bidder shall develop Construction Delineation Plan and implement to ensure that delineation in both time and space is established and maintained among two or more contractors. Additionally, ensure site coordination during construction work activities performed at the facility and that there is only one constructor (contractor) at the facility at any point in time in the construction work area.
- 2.15. **Winter Work:** The Supplier must continue work without any delay throughout the winter months until the work is completed and accepted. Extra work, material costs or labor costs incurred as a result of inclement weather shall not be considered as a valid reason for additional payment(s) or delay claims by the GC for their sub-trades. The Supplier must provide the necessary provisions to complete the required work within conformance of the specifications during the winter months. The CoT will not incur additional costs for labor and materials for protection, heating or thawing equipment.
- 2.16. **Substantial Performance:** in compliance with the applicable Construction Act, the Successful Bidder shall not submit nor grant a substantial performance unless all close-out documents submitted, reviewed and approved by the consultant & the City in electronic and printed copy formats as required in order to issue the substantial certificate. Provide electronic copies of all close-out documents to the consultant for prior review.
- 2.17. **Close-out:** Close-out documents submission includes, but not limited to, table of contents, as-built record drawings in pdf & AutoCAD format, shop drawings in pdf format, new asset & equipment list with detailed information as per City Template, test & commissioning reports, operation & maintenance manuals, warranty information, permits & approvals closure, final completion letter by engineers, spare parts list, final testing and acceptance reports, combined of all site review reports, contacts of general contractor, contacts of local distributors/suppliers, other specific documents and picture, construction submittals logs, RFI's, CO's, etc., site review reports, test & commissioning.
- 2.18. The Successful Bidder shall provide warranty for all equipment, materials & workmanship for a period of two years from the date of substantial performance of the contract and correct all defects reported/observed within reasonable timeline without any cost to the City. Attend a site visit and record any defects observed/reported ninety (90) days prior to the expiry of warranty period.
- 2.19. **Toronto Police Service Clearance and Safety requirements:** The Successful Bidder shall be subject to comply with the TPS clearance waivers and shall fulfill all required instructions,

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procedure, coordination and all associated times and all safety requirements at no additional costs nor claims against the City.

- 2.20. **Additional Safety Measurements as implemented by Governmental Authorities:** The Successful Bidder shall be subject to comply with all applicable safety requirements and measurements as implemented by Governmental Authorities, such as COVID-19 protections procedure and all associated safety requirements at no additional cost to the City.