



CITY OF WATERLOO ROAD OCCUPANCY PERMIT

2023

Permit # _____

Application and permit to undertake work on a Municipal Road - Regulate Work on Highways & Boulevards By-law #2014-054
Original permit must be present at the work site and posted. Open cutting of the Road and/or Sidewalk removal is prohibited without prior consent.

Blanket Permit No Yes Insurance Certificate Provided

Contact Information

Applicant

On-Site Contact _____ Position _____

Address _____

Telephone _____ Fax _____ Cell _____

E-mail Address _____

In this Permit 'Contractor' means the agent or subcontractor, if contractor is different than applicant.

Contractor

On-Site Contact _____ Position _____

Address _____

Telephone _____ Fax _____ Cell _____

E-mail Address _____

Part A - Occupancy Only Road Boulevard Sidewalk Other (specify) _____

Application Fee **\$135** Non-refundable Blanket Permit Fee \$ _____ Non-refundable

Securities Amount (if required) \$ _____

Pre inspection by _____ Date _____ Final Inspection by _____ Date _____

Part B - Excavation Road Boulevard Sidewalk Other (specify) _____

Application Fee **\$135** Non-refundable Blanket Permit Fee \$ _____ Non-refundable

Securities Amount (if required) \$ _____

Pre inspection by _____ Date _____ Final Inspection by _____ Date _____

Part C - Temporary Construction Parking Permits

Parking Fees **\$7** (per vehicle/day) or **\$65** (per vehicle/month) Non-refundable

Number of vehicles _____ Number of Days/Months _____ Total \$ _____

Work Area

Work Location(s)/Address _____

Road/Lane Closure Required and Duration _____ **\$32.50/lane/day or \$136/lane/day**

Details of Work _____

Date(s) of Work _____ Time: 9:00 am to 3:00 pm Other _____

Conditions of Approval

Attach sketch/drawing _____

Extent of work in ROW _____

* Note: Contractor is responsible for collecting curbside waste and moving it to a location accessible by Waste Management in the event of a road closure. Visit the Region of Waterloo's website at WWW.RegionofWaterloo.ca for pickup days.*

This permit is not valid without the appropriate approval signature. This permit is conditional upon the Applicant and/or Contractor signing and agreeing to the conditions listed on pages 1 and 2 of this permit. The City of Waterloo confirms that electronic signature of this document is acceptable provided that the individual(s) signing for the Applicant and/or Contractor are specifically authorized.

Signature Applicant _____ Date _____

Signature Contractor _____ Date _____

Approval Signature _____ Date _____

Road Occupancy Permit Terms and Conditions

1. The Applicant and/or the Contractor should submit a copy of this Permit to their insurance companies to ensure that proper certificates of insurance are produced.
2. The Applicant and/or the Contractor shall at a minimum purchase and maintain third party liability insurance in the amount of \$2,000,000 acceptable to the City of Waterloo throughout the term of this Agreement. Unless otherwise specified, for the Applicant the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of the Warranty Period. Unless otherwise specified, for the Contractor the terms of the insurance shall be from the date of the commencement of the Work until the date of completion of all related activities on the Highway. Such coverage shall protect the City against all claims for all damages or injury including death to any person or persons and for damage to any property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Applicant or the Contractor or any of their servants or agents. Coverage shall consist of a comprehensive policy of public liability and property damage insurance for the Work in the amount identified on Page 1 per occurrence. Such insurance shall name the City as an additional insured thereunder. Such insurance shall be extended to include the following endorsements: Blanket Contractual Liability and Cross Liability with Severability of Interests Clause. Such insurance shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the City.
3. If applicable, the Applicant and the Contractor shall each at a minimum purchase and maintain automobile third party liability insurance in the amount of \$2,000,000 acceptable to the City throughout the term of the Agreement covering all owned, leased and non-owned automobiles used in connection with the activities governed by this Permit.
4. This insurance coverage shall be primary insurance to the insurance carried by the City. Any insurance or self-insurance maintained by the City shall be excess of this insurance and shall not contribute with it.
5. The City reserves the right to modify the insurance requirements as deemed suitable.
6. The Applicant accepts all roads being accessed under this Permit in "as is" condition and the City is not obligated to undertake any action or remediation on any road to accommodate or as a result of the Applicant's work. The Applicant and the Contractor acknowledge that certain risks which may include, but are not limited to, motor vehicle traffic, ground water and soil contamination exist when entering onto or beneath the road allowance pursuant to this Work Permit and as such the Applicant and the Contractor agree to release and forever discharge The City of Waterloo, its elected officials, officers, employees, agents, contractors, successors and assigns ("the Releasees") from any and all claims that the Applicant or the Contractor may have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury the Applicant or the Contractor may suffer as a result of this Work Permit and entrance upon or beneath the road allowance, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers' Liability Act*, R.S.O. 1990, c. O.2, as amended, on the part of the Releasees.
7. The Applicant, the Contractor, their heirs, executors, administrators and assigns will indemnify and save harmless the City from any and all claims, demands, suits, actions and judgments made, brought or recovered against the City and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the City by reason of the granting of the Work Permit, including any loss resulting from any violation under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, together with defence costs, fines and penalties. The Contractor shall be considered the "constructor" for the purposes of the *Occupational Health and Safety Act*. The indemnity provisions of this Agreement shall survive the termination of the Agreement.
8. The Applicant and/or the Contractor have read and understood the Work on Highways and Boulevards By-law 2014-054, which is available on the City's website at www.waterloo.ca.
9. The Applicant and/or the Contractor shall follow the general responsibilities as outlined below:
 - a) Allow the Director, (or their designate), Municipal Law Enforcement Officer or a Police Officer to inspect any completed work or work being done on the work site;
 - b) Comply with all relevant City by-laws, including any applicable provincial and federal legislation and regulations;
 - c) Not interfere with or damage any existing infrastructure;
 - d) Comply with all requirements of Ontario Book 7 (Temporary Conditions) with respect to traffic control;
 - e) Maintain access to all properties along the highway which are affected by the work and consult with the property owners for this purpose;
 - f) Maintain safe and convenient passage for all pedestrians through or around the work site;
 - g) Not place or store any material on a highway where it creates a real or potential hazard for pedestrians or vehicles;
 - h) No material or equipment permitted to be stored on the Highway overnight;
 - i) Not allow material to obstruct the free passage of water through any drain, gutter, ditch or watercourse;
 - j) Inform themselves as to the existence and location of all underground and above ground infrastructure;
 - k) On garbage days, ensure that all waste/recycling is moved to a location that it can be easily picked up by Waste Management;
 - l) Ensure that all equipment and materials required to perform the work are properly stored and secured at the work site, and;
 - m) Comply with any direction given by the Director.
10. The Applicant and/or the Contractor shall restore the work site to the following minimum standards:
 - a) Bring all excavations, cuts or trenches to grade;
 - b) Replace all sidewalk and curb cuts/removals with a minimum of cold in place asphalt mix;
 - c) Maintain all road cuts/removals until final restorations can be made;
 - d) Submit to the City a restoration sheet indicating the areas to be restored by the City; whereas the City would perform any hard surface restorations such as curbs, sidewalks and asphalt;
 - e) Restore all sodded areas with topsoil and sod to the satisfaction of the Director within seven (7) days and maintain;
 - f) Bring all driveways to grade so that the driveways provide safe and convenient passage to a Highway until final restoration is completed;
 - g) Leave the work site in a safe, neat and clean condition;
 - h) Restore all infrastructure, in, on, over, under, across or along the highway, and;
 - i) A warranty period of 2 years (from date of inspection) shall be given for all restoration work not performed by the City of Waterloo.

COLLECTION NOTICE

Personal information requested on this form is collected under the authority of the *Municipal Act, 2001*, S.O. 2001, c. 25, and will be used to issue a Road Occupancy Permit. Questions regarding this collection should be forwarded to Transportation Services, Waterloo Service Centre, 265 Lexington Court, Waterloo, Ontario N2J 4A8, 519-886-2310.