

PROCEDURE FOR OFF-SITE WORKS BY PRIVATE CONTRACTORS



A Developer may retain a private Contractor to complete work (servicing, asphalt, concrete) within the City of Kitchener (City) or Regional right-of-way, by following the steps and procedures provided below. Please note this procedure has been updated for digital signing of applicable documents:

1. Development Engineering will receive a service connection request through the Site Plan application or Committee of Adjustment processes from the Applicant. For a service request to be considered, Development Engineering (Engineering) needs to receive at minimum a site servicing plan stamped by a Professional Engineer showing the proposed and existing conditions including all existing and proposed landscaping and vegetation. Further, Engineering will require a Development Asset Drawing (formally known as the PSAB) for all proposed assets that the City will take ownership of. The information for Development Asset Drawing (DAD) can be found at <https://www.kitchener.ca/en/development-and-construction/development-manual.aspx#Development-Manual>. Engineering will review and approve the plans and DAD information to ensure they meet City standards.
2. If works in the right-of-way will impact City owned street trees the Owner/Developer is responsible for obtaining permission from the City's Parks and Cemeteries Division. Any costs that may be associated with tree removal or replacement should be included in Off-Site Works Cost Estimate (documented in Step 3).
3. After the plans are approved, one quote for all proposed works within the right-of-way including, full restoration, shall be submitted to Engineering. The quote shall be prepared on The City's Off-Site Works Cost Estimate template (Estimate) (**Attachment 1**). The Estimate uses the City's standard fee schedule as approved by Council. This Estimate will be used to determine the dollar amount required for the Engineering Guarantee and Administration Fees. The Estimate may be prepared by the Consulting Engineer or the Owner/Developer. Administration Fees, including administration, inspection and utility are non-refundable. The second page of the estimate should contain the same names as the Contact Form (Step 3) and will be signed through the digital circulation (Step 6).
4. Engineering will require that the Contact Form – Digital Signing (**Attachment 2**) be completed and submitted. The Contact Form will provide Engineering with the contact information for the signing authority of the Owner/Developer and the Consulting Engineer. The signing authority needs to be able to legally bind the company they are representing to the Off-Site Works Agreement (Step 5). Please note cell phone numbers of the signing authority are required for two-factor authentication during the digital signing process. The Consulting Engineer's inspector's contact information is required as the Project First Contact Person. This will be the main point of contact in case any problems arise during construction. The Owner/Developer is responsible for employing the Consulting Engineer to have a qualified inspector on site full time during all construction in the right-of-way. Further, a Professional Engineer will be required to certify the Off-Site Works after the installation and restoration has been completed.
5. Engineering will require the Off-Site Works Construction and Inspection Agreement (Agreement) be filled out and submitted (**Attachment 3**). The Agreement will document the Owner/Developer

and the Consulting Engineer that will sign into the Agreement with the City. The names documented in the Contact Form (Step 4) should also be used in the Agreement signing pages. Signing of the Agreement will be completed in Step 6.

6. Once the Estimate, Contact Form and Agreement are reviewed and approved by Engineering, Engineering will digitally circulate the Estimate and Agreement for digital signing by the Owner/Developer, Consulting Engineer and the City's Development Service Department General Manager. The City uses ConsignO Cloud as digital circulation provider. The circulation package will also include the approved servicing plan. Once all signatures are in place those circulated will be able to download the completed documents.
7. Two payments are required by Engineering, the Guarantee and the Administration Fee. The Guarantee for the Off-Site Works will be deposited and held in the form of a letter of credit or certified cheque through Engineering (this is separate from the Site Development Letter of Credit which is held by the Planning Division for On-Site works). If the Owner/Developer is posting a letter of credit they should call the Legal Division (519-741-2200 ext. 7858) in advance to verify that the financial institution providing the letter of credit is acceptable to the City.

The City shall accept only the following approved securities:

- (i) Letter of Credit (in prescribed form acceptable to the City Solicitor) issued by a Schedule I bank, Schedule II bank, Schedule III bank or Trust Company with a DBRS rating of R-1(middle or high) or AAA, AA (low, middle or high) or its equivalent if unavailable.
- (ii) Letter of Credit (in prescribed form acceptable to the City Solicitor) issued by a Credit Union provided that:
 - a. The Credit Union is verified as a member of the Central 1 Credit Union
 - b. The Central 1 Credit Union (rated R-1(middle)) maintains or improves on their rating
 - c. The Credit Union has its Head Office in Ontario
 - d. The cumulative Letters of Credit do not exceed 1% of the Credit Union's Tier 1 Capital as per the Credit Union's most recent audited financial statements.

If a Letter of Credit was previously accepted in accordance with the above, and the institution has since been downgraded and no longer meets the minimum requirements, the City may request a new acceptable Letter of Credit. Other forms of performance security, acceptable to the City Treasurer and City Solicitor, may be substituted (e.g. cash or a certified cheque made out to the City of Kitchener). The owner/developer should contact Bev Grant-Campbell 519-741-2200 ext-7858 in advance of obtaining their Letter of Credit, in order to have the DBRS rating checked and pre-cleared.

The administration fee may be paid by cheque.

The Owner/Developer may come to City Hall to submit Off-Site Works payments. Alternatively, payment can be mailed to City Hall, Engineering 9th Floor, 200 King Street West, Kitchener ON N2G 4G7.

8. If a new water service 100mm in diameter or larger is required by the development a Form 1 – Record of Watermains Authorized as a Future Alteration will be required. The Consulting Engineer should complete Parts 1, 2 & 3 and submit to Engineering. Engineering will forward to Kitchener Utilities for their sign-off.
 9. Once the drawings are approved, the Estimate and Agreement are signed and payment has been received, all to the satisfaction of Engineering, the Off-Site Works Permit will be issued to the Owner/Developer.
 10. The Owner/Developer's Contractor is responsible for obtaining all necessary permits including a Road Occupancy Permit from City of Kitchener Transportation Division (contact Lou Slijepcevic at 519-741-2200 ext. 7153) or if working in a Regional right-of-way, a Regional Work Permit from the Region of Waterloo Corridor Management prior to any work commencing. The Road Occupancy Permit requires both WSIB information and insurance which must be approved by the Risk Management Division prior to issuing a permit. Please be aware that Transportation Division requires a minimum of five (5) days to process a Road Occupancy Permit. A checklist has been created by the City's Transportation Division highlighting all the required information and is attached to the Off-Site Works permit. A sample copy of this checklist is included in **(Attachment 4)**. Both the City's Transportation Division and the Region's Corridor Management require that the Off-Site Works Permit number be referenced when applying for a Road Occupancy Permit (City) or a Work Permit (Region).
 11. For all watermain connections, Kitchener Utilities will complete the tapping of the water line at the watermain. The contractor must submit a commissioning plan prior to requesting a tap for all services 100mm and larger and submit to kitchenerwaterquality@kitchener.ca. The contractor is responsible to arrange and pay for all water sampling costs/lab fees. The contractor must **not** clean the pipe in the area or install the saddle/valve until Kitchener Utilities staff are present. Torqueing is to be done to manufacturer's specifications. The Contractor is responsible to supply all approved material as per the DGSSMS. The contractor is required to have chlorine on site. If a shut-down is required, the Contractor is responsible to provide hand-written notification at least 48 working hours in advance of the operation. To request a tap or inspection, obtain a Contractor Inspection Request Form from INS-Utilities-Dispatchers@kitchener.ca and submit a completed form to the same address. with at least 48 hours notice, on a first come, first served basis. A form will be provided as part of the acceptance of the commissioning plan (send commissioning plan to kitchenerwaterquality@kitchener.ca). Kitchener Utilities will only enter safe trenches with trench numbers.
 12. The Contractor is responsible to remove any existing water services at the main, which are not being used. Kitchener Utilities shall be contacted to inspect the work. If a shut-down is required, the Contractor is responsible to provide hand-written notification at least 48 working hours in advance of the operation. To request an inspection, provide the Contractor Inspection Request Form to INS-Utilities-Dispatchers@kitchener.ca with at least 48 hours notice, on a first come, first served basis. A form can be provided by emailing INS-Utilities-Dispatchers@kitchener.ca.
 13. Gas services must be coordinated with Kitchener Utilities. Please contact KU-sups@kitchener.ca
 14. Engineering is to be contacted at 519-741-2406 at the commencement of construction and again following restoration.
 15. Restoration of the road (asphalt) is required within 72 hours of the installation/abandonment of services. During restoration of the right-of-way, cold patch may be used for a maximum of 24
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hours at which time hot mix asphalt will be required for full restoration of the base and surface asphalt. Surface asphalt must be placed within 24 hours after the base asphalt has been placed. Gravel sidewalks are not permitted at any time if open to the public. Asphalt sidewalks are acceptable for a temporary condition but must be concrete prior to initial acceptance. If at any time during construction the work zone is deemed unsafe, The City will immediately take the appropriate actions to rectify the situation and charge the Owner/Developer for the same.

16. Once all works within the right-of-way are complete the Consulting Engineer will submit an Initial Acceptance Package to Engineering. The package should start with the City of Kitchener's Off-Site Works Maintenance Package Checklist for Initial Acceptance (Checklist) (**Attachment 5**). The Checklist outlines the documentation required by Engineering to place the works on Initial Acceptance. The Engineer's Letter of Certification should be stamped and confirm all works in the right-of-way have been installed in accordance with the approved plans. The letter should also request that the works be put on Initial Acceptance and reduce the Engineering Guarantee. The maintenance package should include typed daily inspection reports along with pictures of the installation. Geotechnical test results should be completed in accordance with the Checklist and at a minimum include compaction test results for trench pipe bedding, trench backfill and road granulars and asphalt. Asphalt mix designs, asphalt delivery tickets and concrete tickets should be submitted. Additional asphalt and concrete submissions may be required based on the scope of surface restoration and in accordance with the checklist.

The City will reserve the right to extend warranty periods, request post construction material sampling and Geotechnical testing, all at the Owner/Developers expense, if Geotechnical testing is not completed during construction.

17. Engineering will complete an inspection and require any deficiencies to be rectified and re-inspected prior to Initial Acceptance and the commencement of the two (2) year maintenance period. If additional inspections are required due to deficiencies, then additional inspection fees may be charged by the Engineering. The Owner/Developer will receive a letter from the City confirming that the infrastructure has been put on maintenance at which time the Engineering staff will reduce the Engineering Guarantee to 30%.
18. Prior to Initial Acceptance and during the two (2) year maintenance period, any problems arising from the construction and service installation will be the Owner/Developer's responsibility and the associated costs incurred by the City will be taken from the Engineering Guarantee at the City's discretion.
19. Upon completion of the two (2) year maintenance period, the Owner/Developer or Consulting Engineer is required to send a request for Final Acceptance of the works and release of the Engineering Guarantee. The Owner/Developer or Consulting Engineer must include a CCTV video and report for the new service laterals and/or new sewer mainlines in the right-of-way which will be reviewed and signed off by Engineering. Please note that the CCTV submission shall be in accordance with Off-Site Works CCTV Requirements Checklist for Sanitary and Storm Services (**Attachment 6**). Both Kitchener Utilities and Engineering will complete a final inspection. Any deficiencies noted by the City shall be rectified by the Owner/Developer prior to a re-inspection. If additional inspections are required due to deficiencies, then additional inspection fees may be charged. Once the works are accepted, maintenance of the infrastructure will be assumed by the City. The Owner/Developer or Consulting Engineer will receive a letter from the City stating the infrastructure has been accepted and the release of the remaining Engineering Guarantee will be processed.

Attachment 1 – City of Kitchener Off-Site Works Cost Estimate Template (Sample)

City of Kitchener Off-Site Works Cost Estimate (2023)

Address: _____

Date: _____

SP#: _____

Estimate By: _____

Description	QTY	Unit Price	Total Price	Admin Fee	TOTAL
Sewer Service Fees:					
2 Lane Rd - Fully Serviced (20m ROW)	Choose:				
2 Lane Rd - No curb, gutter or sidewalk	Choose:				
4 Lane Rd - Fully Serviced (26m ROW)	Choose:				
4 Lane Rd - No Curb, gutter or sidewalk	Choose:				
2 Lane Rd - Fully Serviced (20m ROW)	Choose:				
2 Lane Rd - No curb, gutter or sidewalk	Choose:				
4 Lane Rd - Fully Serviced (26m ROW)	Choose:				
4 Lane Rd - No Curb, gutter or sidewalk	Choose:				
Sanitary or Storm connection along LRT route	Choose:				
Add Structure:					
Sanitary		\$ 3,659.76	\$ -	\$ -	\$ -
Storm		\$ 3,659.76	\$ -	\$ -	\$ -
Catchbasin		\$ 2,201.16	\$ -	\$ -	\$ -
Engineering Inspections:					
Sanitary/Storm/Water/Concrete - work by others to City pipes (Engineering Inspection)		\$ 1,898.83	\$ -		\$ -
Concrete Work					
Sidewalk - 200mm thick per metre ²		\$ 121.99	\$ -	\$ -	\$ -
Sidewalk or concrete boulevard- 125mm thick per metre ²		\$ 111.38	\$ -	\$ -	\$ -
Curb and Gutter/m hand placed		\$ 106.08	\$ -	\$ -	\$ -
Concrete driveway apron - 200mm thick per metre ²		\$ 121.99	\$ -	\$ -	\$ -
Asphalt driveway apron - 40mm HL3 and 60mm HL4 per metre ²		\$ 164.42	\$ -	\$ -	\$ -
Future SW - 200mm thick per meter ²		\$ 136.84	\$ -	\$ -	\$ -
Future SW - 125mm thick (per meter ²)		\$ 121.99	\$ -	\$ -	\$ -
Future Multi-Use Trail per metre ²		\$ 51.98	\$ -	\$ -	\$ -
Water Service Fees:					
25mm or 1 inch	Choose:				
50mm or 2 inch	Choose:				
100mm or 4 inch	Choose:				
150mm or 6 inch	Choose:				
200mm or 8 inch	Choose:				
300mm or 12 inch	Choose:				
Water connection along LRT route	Choose:				
Water Service Abandonment (By Kitchener Utilities)	25mm to 100mm or 1 to 4 inch 150mm and 200mm or 6 and 8 inch	\$ 5,876.83 \$ 8,072.69	\$ - \$ -		\$ - \$ -
Water Service Abandonment (By Private Contractor)	25mm to 100mm or 1 to 4 inch 150mm and 200mm or 6 and 8 inch	\$ 5,876.83 \$ 8,072.69	\$ - \$ -	\$ - \$ -	\$ - \$ -
Fire Hydrants:					
Removal of Hydrant (no new hydrant required) by Kitchener Utilities (KU)		\$ 2,842.94	\$ -		\$ -
Installation of new Hydrant by KU		\$ 10,926.24	\$ -		\$ -
Installation of new Hydrant by Private Contractor		\$ 10,926.24	\$ -	\$ -	\$ -
Hydrant Relocation <3m with no restoration and re-use of hydrant by KU		\$ 5,908.66	\$ -		\$ -
Hydrant Relocation >3m and/or restoration required and re-use of hydrant by KU		\$ 11,361.17	\$ -		\$ -
Hydrant Relocation >3m and/or restoration required and a new hydrant by KU		\$ 13,716.14	\$ -		\$ -
Kitchener Utilities Inspections:					
Watermain Tapping/Inspection/Testing - by Kitchener Utilities - 25mm (1")-75mm (3")		\$ 604.66	\$ -		\$ -
Watermain Tapping/Inspection by Kitchener Utilities - 100mm (4") and above		\$ 2,837.64	\$ -		\$ -
Watermain connection/abandonment by others (Utilities Inspection)		\$ 604.66	\$ -		\$ -
Watermain inspection daily rate (work by others, inspection by City, final connection)		\$ 588.44	\$ -		\$ -
Other:					
(i.e. Drop structure, conc. Encasement, pipe insulation)			\$ -	\$ -	\$ -
(i.e. Drop structure, conc. Encasement, pipe insulation)			\$ -	\$ -	\$ -
(i.e. Drop structure, conc. Encasement, pipe insulation)			\$ -	\$ -	\$ -

(see page 2 of 2 for totals)

Comments: _____

All necessary information must be submitted to the Engineering Division to obtain an Off-Site Works Permit for the proposed work. The permit must be on-site throughout the construction period.

The following Off-Site Works costs are to be submitted to Engineering Division as follows:

Total Cost:	\$0.00	This amount should be separated into two payments as follows.
Payment Breakdown		
Fee Payment:	\$0.00	This first payment will be in the form of a cheque made out to the Corporation of the City of Kitchener.
Guarantee	\$0.00	This second payment will be in the form of a cheque or Letter of Credit.

Please note, to obtain the Off-Site Works Permit the following must also be completed:

- Approval of the Servicing Drawings and Development Asset Drawing.
- Receive the signed Off Site Works Construction and Inspection Agreement.

Acknowledgments

By signing this document you agree to the terms above.

(Consultant Name)

(Owner Name)

(Consultant Company)

(Owner Company)

(Consultant Email Address)

(Owner Email Address)

(Consultant Cell Phone #)

(Owner Cell Phone #)

(Consultant Signature)

(Owner Signature)

(Date)

(Date)

For Office Use Only	
Item	Cost
Guarantee	\$0.00
Administrative	\$0.00
Inspection	\$0.00
Kitchener Utilities	\$0.00
Future Sidewalk/Trail	\$0.00
Total	\$0.00
Cheque 1 Total	\$0.00
Cheque/LC Total	\$0.00
Utilities Work Order #	
Utilities Work Order #	
If LC use acc# 57500278	
If Utilities insert Work Order	
Future sidewalk use acc# 57500276	

Attachment 2 – Contact Form – Digital Signing (Sample)

**Contact Form – Digital Signing
OFF-SITE WORKS**



Location of Site

(Municipal Number)

(Street)

Signing Owner Authority Contact Information

(Name & Title)

(Company to Appear on Engineer Agreement)

(No. & Street Address)

(Work Telephone Number)

(City and Postal Code)

(Email)

(Cell Phone Number for Signature SMS Code)

Project First Contact Person

(Name & Title)

(Company Name)

(Cell Phone Number)

(Email)

Signing Engineer Authority Contact Information

(Name & Title)

(Engineering Firm)

(No. & Street Address)

(Telephone Number)

(City and Postal Code)

(Email)

(Cell Phone Number for Signature SMS Code)

Attachment 3 – Off-Site Works Construction and Inspection Agreement

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__.

B E T W E E N:

(hereinafter collectively called the “Developer”)

OF THE FIRST PART;

- and -

(hereinafter collectively called the “Consultant”)

OF THE SECOND PART

-and-

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter called “the City”)

OF THE THIRD PART;

WHEREAS the Developer proposes to construct the off-site works for the property, commonly referred _____ to _____ as _____ and reference by that number by the City of Kitchener (as hereinafter defined as “the works”), as shown on the attached Schedule ‘A’.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto mutually agree as follows:

1. The Developer agrees to construct the works in accordance with the City of Kitchener Development Manual and all other applicable Provincial and Regional Standards set out in the Development Manual, as amended from time to time, hereinafter collectively referred to as “the Design Standards”,; a copy of which can be found on the City’s website at www.kitchener.ca. The Developer agrees to comply with the Design Standards.
2. The Developer agrees to construct the works in accordance with the approved construction drawings and the Plan must be stamped by the consultant professional engineer and approved by the City.

3. The Developer hereby acknowledges that it has retained the services of the Consultant for the provision of engineering services for the development of the works and as part of that retainer, the Developer requires the Consultant to monitor and inspect the works undertaken and provide to the City the required certifications, identified in the Design Standards all at the expense of the Developer. All invoicing and payment for the Consultant services shall be undertaken directly between the Developer and the Consultant.
4. The Consultant acknowledges that the Works must be constructed in accordance with the Design Standards; a copy of which can be found on the City's website at www.kitchener.ca and that the Consultant will take into account the Design Standards., as amended from time to time, when certifying any component of the development of the Works.
5. The Consultant agrees to administer, observe and certify that the construction is in accordance with the approved construction drawings and the Plan must be stamped by the consultant professional engineer or another professional engineer and approved by the City.
6. The Consultant agrees that it shall skilfully and competently perform its services in accordance with generally accepted engineering principles when it is monitoring and inspecting the work undertaken by the Developer, for which it will provide certification in accordance with the Design Standards.
7. The Developer and the Consultant shall notify the City immediately in the event the retainer between the Developer and Consultant for the Works is terminated or suspended for any reason. The Developer agrees to stop all work immediately until such time as a new Consultant is appointed to the City's satisfaction. The Developer agrees to hire a replacement Consultant within 2 weeks of said termination; the Developer acknowledges that failure to do so will result in the City calling upon the Letter of Credit to complete any work related to public safety.
8. The Consultant shall insure its undertaking, business and equipment so as to protect and indemnify and save harmless the City from any and all costs, claims, demands, damages, fines, suits, actions, and judgments made, brought or recovered against the City, for any bodily injury, death or property damage caused by or resulting from the operation and business carried on by the Consultant under this Agreement.
9. The Consultant shall maintain liability insurance acceptable to the City throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence. **Such insurance shall name The Corporation of the City of Kitchener as an additional insured** thereunder and shall be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause and Blanket Contractual Liability.
10. The Consultant shall take out and keep in force until three (3) years after this Agreement is no longer in effect, Professional Liability insurance in the amount of \$1,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement.
11. The Developer shall insure its undertaking, business and equipment so as to protect and indemnify and save harmless the City from any and all costs, claims, demands, damages, fines, suits, actions, and judgments made, brought or recovered against the City, for any bodily injury, death or property damage caused by or resulting from the operation and business carried on by the Developer under this Agreement.

12. The Developer shall maintain liability insurance acceptable to the City throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence. **Such insurance shall name The Corporation of the City of Kitchener as an additional insured** thereunder and shall be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause and Blanket Contractual Liability.
13. The Consultant and the Developer shall forward Certificates of Insurance on either the City's Forms (**STANDARD CERTIFICATE OF INSURANCE and CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE** located on the internet at <http://www.kitchener.ca/tender.asp>) or produce their own form evidencing this insurance with the executed Agreement. These Certificates 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. It is also understood and agreed that in the event of a claim any deductible or self-insured retention under this policy of insurance shall be the sole responsibility of the Consultant and the Developer and that this coverage shall be primary insurance as respects the City. Any insurance or self-insurance maintained by the City shall be considered excess of the Consultant's and Developer's insurance and shall not contribute with it. The City reserves the right to modify the insurance requirements as deemed suitable.
14. Neither the Consultant or any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Works, or have an interest either directly or indirectly in the construction of the Works.
15. Neither the Developer or the Consultant shall assign this Agreement in whole, or in part, without the prior written consent of the City, which consent may not be withheld without reason but the City may impose terms and conditions.
16. The Developer and the Consultant permit the City, its employees or persons authorized by the City, to inspect, at all reasonable times or otherwise review the services performed, or being performed, by the Developer and the Consultant, their contractor, sub-contractor, officers, directors, employees, sub-consultants and agents in regards to the Works and the premises where they are being performed.
17. Any dispute, difference or disagreement between the parties hereto in relation to the Agreement may, with the consent of all three parties, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Works or in the business or other affairs of either the Developer or the Consultant. The award of the arbitrator shall be final and binding upon the parties. The provisions of The Arbitrations Act, S.O., 1991, as amended shall apply.
18. The Consultant is and will at all times remain an independent contractor, retained by the Developer and the Consultant is not and shall not represent itself to be the agent or employee of the City.
19. This Agreement supersedes all previous agreements, arrangements or understandings between the three parties whether written or oral in connection with or incidental to the Works.
20. Prior to work commencing on site the Developer must obtain a road permit from Transportation Services at The City of Kitchener. Further all works must be performed in conformance with Ontario Manual Book 7 Temporary Conditions.
21. The Developer accepts all roads being accessed under this agreement in "as is" condition and The City of Kitchener is not obligated to undertake any action or remediation on any road to

accommodate or as a result of the Developers work. The Developer acknowledges 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 the Work and as such the Developer agrees to release and forever discharge The City of Kitchener, its elected officials, officers, employees, agents, contractors, successors and assigns (“the Releasees”) from any and all claims that the Developer or Consultant 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 Developer or Consultant may suffer as a result of the Works 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 owned under the Occupiers’ Liability Act, R.S.O. 1990, c. O.2, as amended, on the part of the Releasees.

22. The Developer and the Consultant and their heirs, executors, administrators and assigns will indemnify and save harmless the City of Kitchener from any and all claims, damages, suits, actions and judgments made, brought or recovered against the City of Kitchener and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the City of Kitchener by reason of the granting of the Works, 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 Developer 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.

IN WITNESS THEREOF the parties hereto have caused to be executed those presents by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

DEVELOPER

(DEVELOPER NAME)

per: _____
(Signing Authority with Title/Position)

I have the authority to bind the Corporation

Type Name: _____
Title: _____

per: _____
(Signing Authority with Title/Position)

I have the authority to bind the Corporation

Type Name: _____
Title: _____

CONSULTANT

(CONSULTANT NAME)

per: _____
(Signing Authority with Title/Position in Firm)
I have the authority to bind the Corporation

Type Name: _____
Title: _____

per: _____
(Signing Authority with Title/Position in Firm)
I have the authority to bind the Corporation

Type Name: _____
Title: _____

(Consultant Name)

(Street Address)

(City, Province)

(Postal Code)

THE CORPORATION OF THE CITY OF KITCHENER

Per: _____
(Signature)

Name: Justin Readman
Title: General Manager, DSD

SAMPLE

Attachment 4 – City of Kitchener’s Road Occupancy Permit Application

ROAD OCCUPANCY PERMIT APPLICATION FOR OFF-SITE WORKS



Contractors, property owners and others who are planning any activity (such as, but not limited to construction, landscaping etc) that may cause a public road to be blocked in any way, including restricting access, disrupting vehicular/pedestrian traffic flow, must obtain a Road Occupancy Permit before starting any work.

Any work occurring in the public road allowance (property that is under the jurisdiction of the City of Kitchener, including the roadway, boulevard, sidewalk and in most cases a landscaped portion adjacent to each property) will require a Road Occupancy Permit.

In order to obtain a Road Occupancy Permit for off-site works, an approved Off-Site Permit from Engineering is required, certificate of insurances from both the property owner and contractor along with all of the information requested below. Note that a minimum of 5 days’ notice is required to process a road occupancy permit, provided all the information is provided and accurate.

APPLICATION INFORMATION		
DETAILS	PROPERTY OWNER	CONTRACTOR
NAME/COMPANY		
ADDRESS		
OFFICE PHONE NO.		
CELL PHONE NO.		
EMAIL		

PROJECT INFORMATION	
START DATE:	COMPLETION DATE:
TYPE OF WORK:	
WORK DESCRIPTION:	
ADDRESS NO:	STREET NAME:
FROM INTERSECTION:	TO INTERSECTION:

ROAD OCCUPANCY PERMIT CHECKLIST

ATTACHMENTS INCLUDED:

Certificate of Insurance: Property Owner Contractor
Traffic Control Plan (if applicable): Work Zone Plan (if applicable)
Work Plan/Schedule Supplemental Sketch
Resident Notification Letter Off-Site Permit

1) Type of closure requested. Check all that apply:

Full Half Lane Sidewalk None

2) Description and reason for road

closure: _____

3) Is the roadway being open cut? YES NO

a. When is full restoration occurring? _____

4) Is the curb being cut/removed? YES NO

a. When is full restoration occurring? _____

5) Is the sidewalk being cut/removed? YES NO

a. When is restoration occurring? _____

b. Restoration material being used? Asphalt Concrete

c. If asphalt, when will concrete be reinstated? _____

6) Is the boulevard being affected? YES NO

a. When is restoration occurring? _____

7) What day is garbage day? _____

a. Has Waste Management been contacted (contact information attached)?

YES NO

8) When will resident notification occur? _____

9) Is there a school close to work area? YES NO

10) Is the road a GRT bus route? YES NO

11) Will residents be displaced from their driveways?

YES Duration _____ NO

SAMPLE

ROAD OCCUPANCY PERMIT NOTES

- The applicant must have a valid and approved off-site work permit from Engineering prior to submitting for a road occupancy permit.
- A minimum of 5 days' notice is required to process a road occupancy permit, provided all the information noted previously is submitted and accurate.
- It is the responsibility of the property owner/contractor to ensure garbage/recycling is able to be collected during the proposed work. Region of Waterloo Waste Management can be reached 24 hours a day at 519-575-4400 or on the web at:
http://www.regionofwaterloo.ca/en/aboutTheEnvironment/Curbside_Collection.asp?_mid_=17564
- Certificate of Insurances (COI) are required from both the property owner and the contractor. Before a road occupancy permit can be issued, the COI must be vetted through risk management. The Corporation of The City of Kitchener must be listed as an additional insured, along with a minimum of \$2 million general liability.
- A letter of notification for residents/businesses of off-site works is required to be sent by the contractor. A copy is to be included with the road occupancy permit application, in order for staff to review.
- The City of Kitchener has a noise by-law which permits work only between 7 am - 7 pm, 7 days of the week. If work is being requested outside of these hours, a noise exemption will be required, which must be justified before consideration is given to the request. Noise exemptions require Council approval and must be done through a staff report. Further information will be required if a noise exemption is requested.
- A work plan and/or schedule are to be included with the application. The schedule will need to include restoration dates for the road, sidewalk and boulevard, if applicable.
- Sidewalks can be restored with asphalt on a temporary base, in lieu of concrete. However concrete must be reinstated upon completion of the development.
- All fees/costs associated with a road closure, will be the responsibility of the property owner. This could/may include installing advanced notification signs of impending road closure. All work zones will be the responsibility of the contractor. In these cases, a traffic control plan is required along with the application.
- Restoration of the roadway/sidewalk must be identified/included in the original work proposal. If restoration of the roadway and/or sidewalk cannot be accommodated within 72 hours of work being completed, a road occupancy permit will not be issued. If the municipal right-of-way is

not restored or maintained to City Standards by the Developer during construction and the maintenance period and City Forces are called out to do the repair, the full cost for the repair will be taken from the Developers Guarantee held by The City of Kitchener.

- All work within the right-of-way must be Ontario Traffic Manual (OTM) Book 7 compliant.
- 519-741-2345 must be called to arrange to reopen the road up work completion (if road closure is required).

SAMPLE

Attachment 5 – City of Kitchener’s Maintenance Package Checklist for Initial Acceptance

**Off-Site Works Maintenance Package Checklist for Initial Acceptance
Request Form**



Developer: _____

Date: _____

Address: _____

Consultant: _____

No.	Item Description	Included		Comments
		Yes	N/A	
1.0	Letters			
1.1	Engineer's Letter of Certification			
2.0	Inspection Reports			
2.1	Daily			
3.0	Sewers			
3.1	Sanitary & Storm Services			
3.1.1	Backfill Material/Pipe Bedding Compaction Testing			
3.1.2	Photo log of installation			
3.2	Sanitary & Storm Sewers			
3.2.3	Leakage/Infiltration Testing			
3.2.3	Backfill Material/Pipe Bedding Compaction Testing			
3.2.4	Photo log of installation			
3.2.5	CCTV			
3.2.6	Mandrel testing (PVC)			
4.0	Water			
4.1	Water Services			
4.1.1	Backfill Material/Pipe Bedding Compaction Testing			
4.1.2	Tracer Wire - Conductivity Test			
4.1.3	Photo log of installation (see note 1)			
4.2	Watermain			
4.2.1	Backfill Material/Pipe Bedding Compaction Testing			
4.2.2	Tracer Wire - Conductivity Test			
4.2.3	Photo log of installation (see note 1)			

5.0	Roads			
5.1	Sub-grade, Granular "A" and Granular "B" Material			
5.1.1	Sub Grade - Geotechnical Certification			
5.1.2	Granular "B" Material Compaction Testing			
5.1.3	Granular "A" Material Compaction Testing			
5.2	Asphalt			
5.2.1	Mix Designs (base and surface)			
5.2.2	Asphalt tickets			
5.2.3	Full Marshall Test Results (>75 tonnes)			
5.2.4	Compaction Testing			
5.3	Concrete – Curbing and Sidewalk			
5.3.1	Concrete tickets			
5.3.2	Mix Designs (see note 2)			
5.3.3	Air/Slump/Strength Testing (see note 2)			

Notes:

1. Representative digital photographs of the water connections, including services to document that wrapping as per Corrosion Protection in the DGSSMS has been completed.
2. Mix designs and testing for curb/sidewalk required for lengths greater than 50 linear metres.
3. Shaded cells indicate required items for initial acceptance.

Attachment 6 - Off-Site Works CCTV Requirements Checklist for Sanitary and Storm Services

- The owner understands that failure to submit this cover checklist filled out will result in an incomplete submission and a resubmission will be required.
- Included in this submission package is a PACP certification document from the pipeline inspector who is capable of accurate observation and reporting of all conditions found.
- All storm and sanitary services have been flushed and cleaned prior to starting the CCTV inspection.

During cleaning operations, satisfactory precautions shall be taken to ensure that the water flow volumes and pressures created do not damage or cause flooding of any public or private property, while still ensuring satisfactory cleansing of the interior of the pipe for inspection. When possible, the flow of sewage in the sewer shall be utilized to aid in the cleaning process. A maximum pressure of 1800psi shall be used in all locations to prevent damage to the sewer lines or flooding into private structures. It shall be at the Contractor's discretion and judgment that flow volumes and cleaning pressures are adjusted appropriately for the age, condition, and circumstances of the inspection site. If in the Contractor's opinion "normal" cleaning procedures cannot be undertaken, or satisfactory results cannot be achieved in any section of sewer, the CCTV contractor must report the findings to City's staff.

- All new storm and sanitary services from the main to the property line have been videoed and the CCTV inspections and corresponding reports have been submitted in this package electronically. All new storm and sanitary mains that were completed as part of the Off-Site Works process have been submitted with the same criteria given to the services if applicable.

- A digital CCTV inspection **report** has been included with this submission. The City is currently accepting submissions in USB or CD format, as well as on-line submissions via fileshare or an ftp site. This CCTV inspection report includes:

- a general service plan which highlights the inspected sanitary and storm sewer.
- an English, computer-generated, typed-format, with a presenting cover page.
- a cover page with the following information on it:
 - 1st Line City of Kitchener
 - 2nd Line Developer's Name
 - 3rd Line Sewer Type (Sanitary or Storm Video Inspection)
 - 4th Line Report Number #
 - 5th Line Date of Report DD/MM/YYYY

- A digital CCTV **video** had been included with this submission. The City is currently accepting submissions in USB or CD format, as well as on-line submissions via fileshare or an ftp site.

- While the camera is stationary, at the beginning of the section, the following appears on the video screen:
 - 1st Line Sanitary/Storm
 - 2nd Line From (starting location or MH#) to (ending location or MH#)
 - 3rd Line Address
 - 4th Line Flow Direction - North, South, East, West

- 5th Line Size of pipe, type of pipe
- 6th Line Date of inspection (MM/DD/YY)

While the camera is travelling the following information appears at the bottom left hand of the video screen:

- 1st Line From (starting location or MH#) to (ending location or MH#)
- 2nd Line Address
- 3rd Line Distance from center of manhole base in meters
- 4th Line Flow Direction – North, South, East, West

The internal pipe inspection has been completed using specifically designed cameras, video recording equipment and synchronized computer data recording. A continuous visual record of the internal condition of the piping system is provided digitally, with a playback visual resolution equivalent to the camera's recording resolution.

Camera equipment shall consist of a self-contained, closed-circuit pan and tilt video camera and monitoring unit per the latest OPSS revision. The unit shall have an adjustable lighting system capable of providing a clear monitor picture and a minimum illumination level of 100- foot candles. The camera travel speed shall be as per the latest OPSS revision. CCTV videos not meeting the camera speed will be rejected.

The CCTV Inspection Report and Video have been reviewed and submitted to the City free of deficiencies such as debris, cracks, backups, poor workmanship... etc.

Owner's Name:

Owner's Signature:

Address of the Development:

CCTV Submission Number:

Date: