

A Developer may retain a private Contractor to complete work (servicing, asphalt, concrete) within the City of Kitchener or Regional right-of-way, by following the steps and procedures provided below:

1. Development Engineering will receive a service connection request through the site development application process from the Applicant. In order for a service request to be considered, Development Engineering needs to receive a site grading and servicing plan stamped by a Professional Engineer showing the proposed and existing conditions for the site works including all existing and proposed landscaping and vegetation. Further, Engineering will require the PSAB (Public Sector Accounting Board) information for all proposed assets for which the City will take ownership. The information for PSAB submission and requirements can be found at http://www.kitchener.ca/en/businessinkitchener/Development_manual.asp. Development Engineering will review/approve the plans and PSAB information to ensure they meet City standards.
 - a. Please note that if Development Engineering decides that Kitchener Utilities will complete the water servicing connection or decommissioning within the right-of-way, then the process as in **(Attachment 1)** is to be followed.
2. After the plans are approved, one quote for all proposed works within the right-of-way including full restoration shall be submitted to Development Engineering. The quote shall be prepared on The City of Kitchener's Off-Site Works Cost Estimate Template **(Attachment 2)** for review and approval by Development Engineering. The quote will be prepared using the City of Kitchener's standard fee schedule as approved by Council. For a list of all fees please refer to the current City of Kitchener Fee Schedule on the City's website, www.kitchener.ca. This quote will be used to determine the amount required for the Engineering Guarantee and Fees. The quote may be prepared by the Engineering Consultant or the Developer. Both the Engineering Consultant and the Developer need to sign off on the quote for accuracy. Once the quote has been approved by Development Engineering, notification of acceptance for the guarantee and fee will be sent via email to the Consultant and the Developer along with payment instruction as administration, inspection and utility fees will not be refunded. Also included in the email will be the Construction and Inspection Agreement that is to be reviewed and signed by both the Consultant and the Developer. A copy of the Off-Site Works Construction and Inspection Agreement is included in **(Attachment 3)**.
3. The Engineering Guarantee for the Off-Site Works will be deposited and held in the form of a letter of credit or certified cheque through Development Engineering (this is separate from the Site Development Letter of Credit which is held by the Planning Department for On-Site works). If the Developer is posting a letter of credit they should call the Legal Department (519-741-2200 ext. 7858) in advance to verify that the financial institution providing the letter of credit is acceptable to The City of Kitchener.

The City of Kitchener 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:
 - 1. The Credit Union is verified as a member of the Central 1 Credit Union
 - 2. The Central 1 Credit Union (rated R-1(middle)) maintains or improves on their rating
 - 3. The Credit Union has its Head Office in Ontario
 - 4. 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 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 Engineering Guarantee will be 60% of the approved Quote. The Letter of Credit/certified cheque will be deposited and held for a minimum of two years from Initial Maintenance Acceptance, until the final inspections are complete and are satisfactory to the City of Kitchener, at which time the letter of credit will be released as the City will take ownership of the infrastructure. The Letter of Credit may be reduced to 30% of the approved Quote after the servicing/asphalt/concrete are placed on maintenance.

- 4. The Developer must come to The City of Kitchener's Engineering Division (9th Floor) to fill out the Off-Site Works Application Form (**Attachment 4**). At that time Engineering will collect the Guarantee and Fee either by certified cheque or by Letter of Credit. Further, the original copy of the Off-Site Works Construction and Inspection Agreement signed by both the Consultant and the Developer shall be submitted at this time. A copy of the agreement form will not be accepted.
- 5. The Developer is responsible for employing the Engineering Consultant to have a qualified inspector on site at all times during construction. The inspector's current contact information is required on the Off-Site Works Application form as the main point of contact in case any problems arise during construction. Further, the Professional Engineer will be required to certify the site after the installation and restoration has been completed.
- 6. Once the Application Form is completed to the City's satisfaction, Development Engineering staff will sign the Off-Site Works Engineering Agreement and sign off any conditions in regards to the site plan process if applicable. After the Off Site Works Engineering Agreement has been executed, Development Engineering will then complete a pre-construction inspection and note any existing deficiencies.

7. The Contractor is responsible for obtaining all necessary permits including a Road Occupancy Permit from Transportation Services (contact Stephanie Brasseur at 519-741-2200 ext. 7373) or from the Region of Waterloo 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 Services requires a minimum of five (5) days to process a Road Occupancy Permit. A checklist has been created by Transportation Services highlighting all the required information and is attached to the Off-Site Works permit. A sample copy of this checklist is included in **(Attachment 5)**.
8. For all watermain connections, Kitchener Utilities will complete the tapping of the water line at the watermain. Kitchener Utilities will complete the bacteriological testing if the watermain is greater than or equal to 100mmø (diameter) and when Kitchener Utilities has completed the installation to the property line. Kitchener Utilities will not undertake the bacteriological testing when the contractor has completed the installation. It is the Contractors responsibility to complete bacteriological testing on services less than 100mmø (diameter). Kitchener Utilities is required to be notified by the contractor at least two (2) days prior to requiring the tapping. Please contact David Paetz at 519-741-2600 ext.4535 to arrange for the tapping.
9. If a property requires capping/abandonment of an existing water service, Kitchener Utilities will complete the work if it is in a separate trench from other services. If the services are in a common trench then the contractor will complete the capping when installing the new services. Kitchener Utilities will need to complete an inspection of the open trench for the capping prior to backfill. Kitchener Utilities are required to be notified by the contractor/consultant at least two (2) days prior to requiring an inspection. Please contact David Paetz at 519-741-2600 ext.4535 to arrange for the inspection.
10. Gas services must be coordinated with Kitchener Utilities. Please contact Sylvie Eastman at 519-741-2600 ext.4178.
11. Engineering is to be contacted at 519-741-2406 at the commencement of construction and again following restoration.
12. 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 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 for all works to be put onto initial maintenance. If at any time during construction the work zone is deemed unsafe, The City of Kitchener will immediately take the appropriate actions to rectify the situation and charge the Developer for the same.
13. Once the work within the right-of-way is complete and restored, the Developer/Consultant is required to send a letter to Development Engineering requesting that the new works be put on maintenance and reduce the Engineering Guarantee. Included in the request must be the City of Kitchener's Maintenance Package Checklist for Initial Acceptance **(Attachment 6)** stamped by a Professional Engineer that can certify the installation process. Along with the maintenance

package all documents, pictures and test results must be submitted for review and approval. Test results to be submitted include: compaction testing results per trench (granulars, asphalt base and surface), Marshall test, photo log of installation being completed, slump and air test results for concrete and confirmation from Kitchener Utilities that tapping and inspection was completed.

14. Development Engineering staff 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 will be charged by the City of Kitchener's Engineering Department. The developer will receive a letter from the City of Kitchener confirming that the infrastructure has been put on maintenance at which time the Development Engineering staff will reduce the Engineering Guarantee to 30%.
15. Prior to initial acceptance and during the two (2) year maintenance period, any problems arising from the construction and service installation will be the Developer's responsibility and the associated costs incurred by the City will be taken from the Engineering Guarantee at the City's discretion.
16. Upon completion of the two (2) year maintenance period, the Developer is required to send in a request for Final Acceptance of the works and release of the Engineering Guarantee. The developer must include CCTV video and report for the service laterals in the right-of-way which will be reviewed and signed off by the Engineering Division. Both Kitchener Utilities and Development Engineering will complete a final inspection. Any deficiencies noted, shall be rectified prior to re-inspection. If additional inspections are required due to deficiencies then additional inspection fees will be charged. Once the works are accepted, maintenance of the infrastructure will be assumed by The City of Kitchener. The developer will receive a letter from The City of Kitchener stating the infrastructure has been accepted and the release of the remaining Engineering Guarantee will be processed.

Attachment 1 – Procedure for Servicing by Kitchener Utilities

1. Development Engineering will receive a service connection request via phone, public inquiry or mainly through site development applications. In order for a service request to be considered, Development Engineering needs to receive a site grading and servicing plan stamped by a Professional Engineer showing the proposed and existing conditions for the site works including all existing and proposed landscaping and vegetation. Further, Engineering will require the PSAB (Public Sector Accounting Board) information for all proposed assets which the City will take ownership for. The information for PSAB submission and requirements can be found at http://www.kitchener.ca/en/businessinkitchener/Development_manual.asp. Development Engineering will review/approve the plans and PSAB information to ensure it meets City standards.
2. After the plans are deemed acceptable, Engineering will prepare a quote for the proposed works in the right-of-way including all restoration costs. The quote will be prepared using the City of Kitchener's standard fee schedule as approved by council. For a list of all fees please refer to the current City of Kitchener Fee Schedule on our website at www.kitchener.ca. Engineering will send notification via email to the Consultant and the Developer stating the amount required for the proposed work.
3. The developer must fill out the Off-Site Works Permit Application Form (**Attachment 4**) in person at the 9th floor Engineering Desk (City Hall) and submit payment via certified cheque for the proposed work.
4. Once payment has been received, Engineering will sign off on the applicable site plan conditions for issuance of the Building Permit.
5. Engineering will then deposit the certified cheque and create a work order to ensure Kitchener Utilities schedules the work as soon as they can. If the Developer wishes to follow up on estimated timing for the connection he/she should contact David Paetz at 519-741-2600 ext.4535.

Attachment 2 – City of Kitchener Off-Site Works Cost Estimate Template

ENGINEERING DIVISION - ESTIMATE SHEET

Project: _____

Date: _____
 Estimate By: _____
 Deposit Slip #: _____

Date Depc
 Refund

Description	QTY	Unit Price	Total Price	Admin Fee Charge	TOTAL
Sewer Service Fees:					
2 Lane Rd - Fully Serviced (66' ROW) Choose:	0				
2 Lane Rd - No curb, gutter or sidewalk Choose:	0				
4 Lane Rd - Fully Services (86' ROW) Choose:	0				
4 Lane Rd - No Curb, gutter or sidewalk Choose:	0				
2 Lane Rd - Fully Serviced (66' ROW) Choose:	0				
2 Lane Rd - No curb, gutter or sidewalk Choose:	0				
4 Lane Rd - Fully Services (86' ROW) Choose:	0				
4 Lane Rd - No Curb, gutter or sidewalk Choose:	0				
New Storm Connection through Reconstruction Project	0	\$ 1,325.00	\$ -		\$ -
Add Structure:					
Sanitary	0	\$ 3,155.00	\$ -	\$ -	\$ -
Storm	0	\$ 3,155.00	\$ -	\$ -	\$ -
Catchbasin	0	\$ 1,895.00	\$ -	\$ -	\$ -
Engineering Inspections:					
Sanitary/Storm/Water/Concrete - work by others to City pipes (Engineering Inspection)	0	\$ 1,635.00	\$ -		\$ -
Capping of Sanitary/Storm by others (Engineering Inspection)	0	\$ 1,080.00	\$ -		\$ -
Capping refund of the Sanitary/Storm pipes by others (Engineering Inspection)	0	\$ 540.00	\$ -		\$ -
Concrete Work					
Sidewalk - 200mm thick per metre 2	0	\$ 105.00	\$ -	\$ -	\$ -
Sidewalk - 125mm thick per metre 2	0	\$ 95.00	\$ -	\$ -	\$ -
Curb and Gutter per metre hand placed (curb returns only)	0	\$ 90.00	\$ -	\$ -	\$ -
Future SW - 200mm thick (per metre ²)	0	\$ 117.00	\$ -	\$ -	\$ -
Future SW - 125mm thick (per metre ²)	0	\$ 106.00	\$ -	\$ -	\$ -
Water Service Fees:					
25mm or 1 inch Choose:	0				
40mm or 1.5 inch Choose:	0				
50mm or 2 inch Choose:	0				
100mm or 4 inch Choose:	0				
150mm or 6 inch Choose:	0				
200mm or 8 inch Choose:	0				
Water Service Abandonment (By Kitchener Utilities) 25mm to 100mm or 1 to 4 inch	0	\$ 5,070.00	\$ -		\$ -
Water Service Abandonment (By Kitchener Utilities) 150mm and 200mm or 6 and 8 inch	0	\$ 6,960.00	\$ -		\$ -
Water Service Abandonment (By Private Contractor) 25mm to 100mm or 1 to 4 inch	0	\$ 5,070.00	\$ -	\$ -	\$ -
Water Service Abandonment (By Private Contractor) 150mm and 200mm or 6 and 8 inch	0	\$ 6,960.00	\$ -	\$ -	\$ -
Fire Hydrants:					
Removal of Hydrant (no new hydrant required) by Kitchener Utilities	0	\$ 2,450.00	\$ -		\$ -
Installation of new Hydrant by Kitchener Utilities	0	\$ 9,385.00	\$ -		\$ -
Hydrant Relocation <3m with no restoration and re-use of hydrant by Kitchener Utilities	0	\$ 5,100.00	\$ -		\$ -
Hydrant Relocation >3m and/or restoration required and re-use of hydrant by Kitchener Utilities	0	\$ 9,800.00	\$ -		\$ -
Hydrant Relocation >3m and/or restoration required and a new hydrant by Kitchener Utilities	0	\$ 11,830.00	\$ -		\$ -
Kitchener Utilities Inspections:					
Waterman Tapping/Inspection/Testing - by Kitchener Utilities - 25mm (1")-75mm (3")	0	\$ 525.00	\$ -		\$ -
Waterman Tapping/Inspection by Kitchener Utilities - 100mm (4") and above	0	\$ 2,445.00	\$ -		\$ -
Waterman connection abandonment by others (Utilities Inspection)	0	\$ 525.00	\$ -		\$ -
Watermain inspection daily rate (work by others, inspection by City)	0	\$ 510.00	\$ -		\$ -
Other (ie. Drop structure, conc. Encasement, pipe insulation, new fire hydrant)	0		\$ -		\$ -
Other (ie. Drop structure, conc. Encasement, pipe insulation, new fire hydrant)	0		\$ -		\$ -
Other (ie. Drop structure, conc. Encasement, pipe insulation, new fire hydrant)	0		\$ -		\$ -

Comments: _____

 Consultant's Signature

 Developer's Signature

Attachment 3 – Off-Site Works Construction and Inspection Agreement

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: Executive Director, INS



OFF-SITE WORKS APPLICATION FORM

Name of Applicant

Date

No. & Street Address of Applicant

Telephone Number

City & Postal Code of Applicant

Contact Person

Name: _____

Phone: _____

Location of Site:

Municipal Number

Street

All conditions below must be fulfilled prior to sign off on the process and applicable site plan conditions:

- The Guarantee for off-site works was paid by certified cheque or Letter of Credit in full in the amount of \$ _____.

Payment Received Date

Payment Received By

- The City of Kitchener has approved the Grading, Servicing plan and PSAB information.
- The Developer has submitted the signed Off-Site Works Construction and Inspection Agreement.
- The City of Kitchener has received all important inspector information.

- Engineering Firm:** _____

- Address:** _____

- Main contact person:** _____

- Phone number:** _____

- E-mail address:** _____

NOTE:

1. The Applicant must obtain Engineering approval prior to work being completed on the site or within the right-of-way.
2. Gas services must be coordinated with Kitchener Utilities (Sylvie Eastman (519) 741-2600 ext. 4178).
3. This Off-Site Works Permit is not the approval needed from Transportation Services; please contact Stephanie Brasseur 519-741-2200 ext. 7373 for any and all work in the right of way and proper permits must be in place prior to any work commencing. Please note a Road Occupancy Permit takes a minimum of five (5) days to process.
4. All work within the right-of-way must be Ontario Traffic Manual (OTM) Book 7 compliant.
5. Please note that proper communication with Transportation Services for Road Occupancy Permits and timing is required to complete your work. Short notice will not be accommodated and processing times must be adhered to.
6. The Traffic Control Plan (TCP) must be submitted for approval with your Road Occupancy Permit.
7. Full restoration and asphalt is required upon completion. All cost/fees related to the road closure (if road closure is required) is the responsibility of the owner. 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.
8. 519-741-2345 must be called to reopen the road upon work completion (if road closure is required).
9. Prior to the initial maintenance inspection, Engineering must receive all the necessary construction test results as listed below:
 - a. Compaction test results per trench (granular sub base, asphalt base and surface)
 - b. Marshall test
 - c. Photo log of installation be completed
 - d. Slump and air test result for concrete
 - e. Confirmation from Kitchener Utilities that tapping and inspection was completed
10. If no deficiencies are noted, 30% of the Guarantee will be refunded while the remaining 30% will be held for the 2 year maintenance period.
11. The Developer/Owner is responsible for the completed works with the municipal right-of-way for the 2 year maintenance period.
12. Prior to final acceptance and release of the remaining guarantee, CCTV videos and corresponding reports for all new sanitary and storm laterals or mains must be submitted and approved by Engineering. All works must be up to City standards and inspected and accepted by The City of Kitchener.

Services to be completed within the Municipal Right-of-Way

Sanitary Connection	<input type="checkbox"/>	Sidewalk	<input type="checkbox"/>
Water Service	<input type="checkbox"/>	Curb & Gutter	<input type="checkbox"/>
Storm Connection	<input type="checkbox"/>		
Inspection	<input type="checkbox"/>		

Signature of Applicant

Application Accepted By

Acceptance Date

Attachment 5 – City of Kitchener’s Road Occupancy Permit Checklist

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

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 upon work completion (if road closure is required).

Attachment 6 – City of Kitchener’s Maintenance Package Checklist for Initial Acceptance



OFF SITE WORKS MAINTENANCE PACKAGE CHECKLIST

Developer: _____

Date: _____

Address: _____

Consultant: _____

No.	Item Description	Included			Comments
		Yes	No	N/A	
1.0	Letters				
1.1	Formal Letter of Request				
1.2	Engineer's Letter of Certification				
2.0	Inspection Reports				
2.1	Daily				
3.0	Sewers				
3.1	<i>Sanitary Sewers</i>				
3.1.1	Leakage/Infiltration Test				
3.1.2	Backfill Material Testing				
3.1.3	Pipe Bedding Material Testing				
3.1.4	Photo log of installation				
3.2	<i>Storm Sewers</i>				
3.2.1	Leakage/Infiltration Test				
3.2.2	Backfill Material Testing				
3.2.3	Pipe Bedding Material Testing				
3.2.4	Photo log of installation				
4.0	Watermain				
4.1	Tracer Wire - Conductivity Test				
4.2	Backflow Prevention Device Certification				
4.3	Digital Photographs				
4.4	Satisfactory Inspection by Utilities (Memo)				



OFF SITE WORKS MAINTENANCE PACKAGE CHECKLIST

No.	Item Description	Included			Comments
		Yes	No	N/A	

5.0 Roads - Sub-grade, Granular "A" and Granular "B" Material

5.1	Granular "B" Material Sieve Analysis				
5.2	Granular "A" Material Sieve Analysis				
5.3	Sub Grade - Geotechnical Certification				
5.4	Granular "B" Material Compaction Test Report				
5.5	Granular "A" Material Compaction Test Report				

6.0 Roads - Base Asphalt

6.1	Mix Design				
6.2	Full Marshall Test Results				
6.3	Compaction Test Results				

We _____ certify the above and hereby recommend official commencement of the 2 year maintenance period.

Consultant Signature

P.Eng/ C.E.T Stamp

For City Use Only

Kitchener Utilities Clearance:

INS-Engineering Clearance:

Initial Acceptance Date:

Accepted By: