

ROAD OCCUPANCY PERMIT CONDITIONS
(City of Vaughan By-Law #126-2024, Section 7.0)

The Applicant agrees that:

1. It will obtain, maintain and keep in full force the following insurance policy and limits and if required, promptly provide the requesting party a certificate of insurance or a certified true copy(s) of the policy certified by an authorized representative of the insurer together with copies of any amending endorsements applicable:
 - a. Commercial General Liability (CGL) insurance
 - i. shall include as an Additional Insured, the Corporation of the City of Vaughan, with limits of not less than Five Million (\$5,000,000.00) Dollars per occurrence for bodily and personal injury, death, and damage to property including loss of use thereof.
 - ii. shall include Cross Liability and Severability of Interest Clauses and including standard contractual liability coverage.
2. It will be entirely responsible for the cost of any deductible or Self Insured Retention Policy (SIR) amounts that form part of its insurance policy.
3. The forms of the required insurance policy shall in all respects be satisfactory to the City of Vaughan's Insurance and Risk Manager and shall be maintained continuously for the duration of this Agreement.
4. The required insurance shall be taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the City of Vaughan's Insurance and Risk Manager.
5. All insurance policies shall apply as primary and not as excess of any insurance available to the City of Vaughan.
6. It will provide at least thirty (30) days written notice to the City of Vaughan of expiry, cancellation, change or amendment to the insurance policy, restricting coverage such that the requirements set out in this Agreement are not met.

General Conditions

1. The Applicant agrees and accepts full responsibility for the protection of all utilities, private property and persons affected by their work.
2. The Applicant shall indemnify, defend (if requested by the indemnified parties), and hold harmless the city, its elected officials, agents, and employees (the "indemnified parties") from and against all actions, claims, demands, losses, costs, damages, suits or proceedings, that arise directly or indirectly out of, or are attributable to or in any way related, to this permit, the application for the permit, the applicant's (or their employees, agents, contractors or subcontractors) performance of, or failure to perform, the work, or any health or safety incidents or accidents or any breaches or infractions of the OHSA related to the work. this indemnification shall include any legal costs incurred by the city, including those incurred to defend all proceedings and prosecutions against the city resulting from the action or omission of the applicant, its employees, agents, contractors or subcontractors. this indemnification shall survive any revocation, suspension, termination, or expiration of this permit.
3. The Applicant agrees to notify all utility companies and adjacent property owners 48 hours prior to commencing the Work.
4. The Transportation and Fleet Management Services Department must be notified 48 hours prior to commencing the Work. Tel (905)-832-8585, ext 6359
5. A copy of this permit must be on site at all times while working on site to verify approval when requested by City Staff.
6. This permit is not valid until signed by the City of Vaughan and a City Permit Number is granted.
7. Should the City request that a paid duty officer be on site, the Applicant agrees to be responsible for arranging for the paid duty officer to be on site and pay all associated costs.
8. Prior to commencing the Work, utility clearances must be obtained from all utilities in the City of Vaughan.
9. The Applicant shall ensure that it complies with all health and safety requirements, including but not limited to those prescribed by the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended, and its regulations (the "OHSA").
10. Applicant shall not dump material or equipment on or within municipal right-of-way.
11. The road surface must be kept clear of obstructions or debris, to avoid hazard or inconvenience to public.
12. The applicant is responsible for sidewalk snow clearing while working in or around the sidewalk. The snow must be cleared from the ingress to the egress of a sidewalk length, excluding driveway access. Circumstances permitting, main and residential sidewalks shall be completed within the threshold of 48 hours from when snow accumulation has reached 5cm or more. When determining whether to apply de-icing materials, the following factors shall be considered:
 - a. The temperature is fore-casted to remain below 0 degrees Celsius or,
 - b. Sleet or freezing rain has fallen, and the ambient temperature is not likely to exceed 0 degrees Celsius or,
 - c. The ambient temperature following a snowstorm will remain below 0 degrees Celsius.
13. The applicant must not impede or impact any City/Emergency services in any capacity. If the applicant impedes or impacts City/Emergency services, the applicant accepts responsibility of providing all such services (i.e. waste collection, winter maintenance, road maintenance, etc.) or additional costs the City may incur to provide such services.
14. In the event the emergency contact outlined in this Road Occupancy Permit is non-responsive, the City of Vaughan will mobilize emergency contractors to perform the Work and charge back the applicant including deducting from their Letter of Credit, if applicable.
15. The Applicant shall monitor for rain events and ensure proper drainage is maintained at all times during the course of the Work. This includes installing filter cloths to any catch basins to prevent accumulation of debris
16. Trees must not be damaged. Trees may not be removed/pruned unless permission in writing is received from the Manager of Urban Forestry, and/or designate. The end cuts of roots shall be neatly trimmed and painted with tree dressing.
17. The applicant agrees that any necessary pruning of roots or branches must be done by a Certified Arborist or a qualified company under their supervision, following good arboricultural practices. All pruning of trees, both crown and root, are to be approved by the Manager of Urban Forestry or delegate, with notification no less than 2 business days.
18. Vaults, Flush to Grade, Grade Level Boxes and Pedestals are to be placed 1.0m outside of the dripline of the tree. Dripline is determined based on trunk diameter.
19. All signs and traffic control plans shall be as per the current Ontario Traffic Manual Book 7 – Temporary Conditions.
20. The Applicant agrees and accepts full responsibility to supply, maintain, clean, and place all barricades, warning signs delineators, flashing lights and fencing necessary for the protection of the public and the safe operation of the installation at the Applicant's own expense.
21. All disturbed or affected areas including ditches and boulevard to be restored, in accordance with specifications set out in these terms and conditions, maintained, and guaranteed for the Warranty period of 3 years, and acceptance by the Director of Transportation and Fleet Management Services and/or designate.
22. The general clean-up and restoration of the affected Work area must commence as soon as possible and must not be left until completion of the project unless otherwise noted herein.
23. A written notification of completion of the Work in addition to post-construction photos must be provided to the City of Vaughan for final approval.
24. The Applicant is required to take pre-construction photos of the entire area within the project limits. These must be made available upon request by the City.
25. The City of Vaughan operations will take precedent over any and all Road Occupancy Permits. The Applicant will still be able to continue Work in accordance with the ROP, subject to satisfactory coordination with the City.
26. In the event of Work not able to be completed within the proposed dates provided, the Applicant shall apply for an extension by resubmitting the Permit at least five (5) business days prior to the expiry date stated on the Permit.
27. The Applicant shall within thirty (30) days after the issuance of a Permit, commence the Work.
28. In the event that the Applicant must discontinue the Work for a period of more than thirty (30) days, the City must be notified in advance, failure to do so will result in the Permit being revoked.
29. The Applicant shall not provide false or inaccurate information in the application for the Permit.
30. The Applicant shall not conduct any Work within the municipal right-of-way or close any portion of the municipal right-of-way other than in accordance with the plans, specifications, documents and any other information that were the basis for the issuance of the Permit. Should the Applicant want to conduct Work within the municipal right-of-way or close any portion of the municipal right-of-way that was not approved by this Permit, it shall immediately apply for an amendment to the Permit and shall not conduct that Work or close that portion of the municipal right-of-way until that amendment is approved by the Director of Transportation and Fleet Management Services.
31. The Applicant shall not perform Work on Municipal-owned lands outside of the Right-of-Way. Any such requests by the Applicant shall be reviewed by the City in a manner separate and distinct from this agreement.
32. The Applicant is responsible for ensuring that any and all employees, agents, contractors and subcontractors that are involved in or conducting the Work are aware of and abide by the terms and conditions of this Permit.
33. The City may revoke or suspend the permit if the Applicant fails to comply to any of the Road Occupancy Permit Conditions unless determined otherwise by the Director of Transportation and Fleet Management Services. Any fees paid by the company in respect of a suspended or revoked Permit(s) shall not be refunded, and where a Permit is revoked, the Applicant must obtain new Permit(s) for the Work and pay all associated fees.
34. In addition to the conditions in this document, the Applicant agrees to adhere to all applicable City by-law's, acts, and regulations.

Restoration Requirements

1. If the Applicant fails to take pre-construction and post-construction photos, the City will consider the Applicant or their employees, agents, contractors, or subcontractors, to have caused the damage unless they can prove otherwise to the satisfaction of the Director of Transportation and Fleet Management Services.
2. All road crossings to be completed using trenchless technology, open cutting of the road and/or removal of sidewalk is not permitted without prior written approval of the city.
3. **Concrete Sidewalks, Curbs and Gutters**

Sidewalks or curbs damaged or removed shall be replaced with by 30 MPa concrete. Sidewalks shall be a minimum 125mm thickness on a minimum of 75mm depth Granular "A" base. At driveways, concrete thickness shall be increased to 150mm and Granular "A" shall be increased to 300mm depth. During the timeframe between May 1st and November 1st, only concrete mix will be accepted as a repair. All permanent concrete curb and sidewalk damaged or removed during this period must be completed immediately upon completion of job. Concrete sidewalk and curbs shall comply with Ontario Provincial Standard Specification OPSS Form 351 and OPSS Form 353 and all related Ontario Provincial Standard Drawings (OPSD) latest amendments.

All sidewalk, curb, and gutter damaged or removed during the winter months shall be restored immediately with 50mm of hot mix asphalt until permanent concrete repairs are completed in the spring. All temporary repairs completed during the winter months must be fully restored by May 31st of each year.

Concrete Pavement Reinstatement OPSS 509.010 shall be followed, including epoxy coated dowels and keys.
4. **Sodded Boulevards**

Trench safety must be in accordance with current Ministry of Labour Standards (M.O.L. trench numbers must be available).

All trenches must be restored as specified herein including drainage, ditches, culverts and culvert headwalls. Good drainage must be maintained during the course of operations.

Trenches shall be backfilled with native material to the original grade to a minimum of 95% of the maximum Standard Proctor Density. Topsoil shall be screened and shredded fine enough to accept sod. The topsoil shall be free of stones, subsoil refuse or other extraneous material and be capable of sustaining healthy plant growth.

In grassed areas adjacent to homes, sodding is required and NEW SOD must be COUNTER SUNK to match existing sod. All areas to receive sod shall have a min. of 100mm of imported screened topsoil.

Applicant to water and maintain sod until sod is rooted or established.

Where new sod abuts existing sod, the Contractor shall countersink the new sod to match existing sod. Slopes greater than 3:1 shall be pegged in accordance with OPSS 218.01. Disturbed areas must be sodded within 1 week of backfilling. The depth of topsoil shall be 100mm. The requirements of OPSS 507, 570 and 571 shall supply. The Applicant shall maintain and guarantee the sod for the duration of the warranty period.

All sodded boulevard damaged or excavated during the winter months shall be backfilled immediately with granular "A" gravel up to existing grade until permanent repairs are completed in the spring. All excavations completed during the winter months must be fully restored with topsoil and sod by May 31st of each year.
5. **Inadequate Repairs**

The Applicant accepts the City's right to perform any necessary restoration caused by the Applicant's Work, subject to the following conditions:

 - a. The Director of Transportation and Fleet Management Services will give the Applicant not less than twenty-four (24) hour notice of remedial Work required unless conditions call for immediate attention.
 - b. If at the expiration of the time granted to the Applicant by the Director of Transportation and Fleet Management Services to complete the restoration Work, the Applicant has not completed it to the satisfaction of the Director of Transportation and Fleet Management Services, the City may undertake to have the restoration Work done by whatever means it deems necessary.
 - c. The Applicant agrees to reimburse the City for all costs it incurs with respect to the restoration Work within thirty (30) days of the invoice being sent to them. Should the Applicant fail to do so, the City may recover those costs by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
6. **Backfilling – Asphalt, Roads and Driveways**

Trenches in the street pavement (including curbs, driveways and under sidewalks) are to be backfilled with unshrinkable fill unless otherwise directed by the Director of Transportation and Fleet Management Services, or designate. Fill area is to be protected with a steel plate until material has set. Unshrinkable fill specifications shall be 25kg/m; cement, concrete aggregates, 0.07 mPa (10PSI) within 24 hours and not to exceed 0.4 mPa (60 PSI) at 28 days, AEA to reduce segregation slump of 160mm to 200mm.

Trenches within the roadway must be backfilled with UNSHRINKABLE FILL, conforming to O.P.S.S. 1359, to a distance of 1.00m beyond the travel portion of the roadway. Steel or plastic plates must be ramped up with Hot Mix/ Cold Mix and placed over the trench for traffic to overpass until unshrinkable fill has fully cured.

Shoulders to be restored with granular 'A,' clear of all mud, clay debris, etc. and to the original cross-section and appearance.

Exemptions from the use of unshrinkable fill for utility cut restoration in the City of Vaughan roads may be granted by the city provided geotechnical test results are provided with a min. of 100% S.P.D. as determined by the current M.T.O. purchases.
7. **Saw Cutting**

On all traveled portions of bituminous or concrete surfaced road or driveways, cutting must be done by means of saw cutting to leave a clean, straight edge with vertical sides. Alternative methods shall be as directed by the Director of Transportation and Fleet Management Services or designate.
8. **Joints**

All joints are to be stepped and all faces against which joints are to be made shall be painted with a thin, continuous and uniform coating of asphalt emulsion complying with O.P.S.S. form 1103, "Material Specification for Emulsified Asphalt."
9. **Asphalt Restoration**

Road cuts in bituminous road surfaces shall be restored with cold mix asphalt during the winter months as a temporary patch only. As soon as hot mix asphalt becomes available in the spring, the temporary cold mix patch must be replaced with a minimum depth of 75mm HL8 and 40mm HL3 Hot Mix Asphalt or to match the depth of the existing pavement structure, whichever is greater. Once hot mix asphalt has been placed, all joints are to be sealed with rubberized asphalt. All temporary road cut restoration shall be maintained by the applicant. Workmanship and materials shall conform to the following OPSS specifications:

OPSS Form 310 – Construction Specification for Hot Mix Asphalt

OPSS Form 1150 – Specification for Hot Mix, Hot Laid Asphaltic Concrete OPSS

Form 1001 – Material Specification for Aggregates – General

OPSS Form 1003 – Material Specification for Aggregates – Hot Mix Asphaltic Concrete OPSS

Form 1101 – Material Specification for Asphalt Cement

OPSS Form 1103 – Material Specification for Emulsified Asphalt

Hot Mix and/or Surface Treated pavement must be restored as per detail, "TRENCH/EXCAVATION RESTORATION."

Cold Mix Asphalt to be placed immediately as a temporary surface. Permanent pavement repairs must be made as soon as possible or when weather permits.

10. **Driveway Restoration**

Driveways must be repaired in the same manner as the road, specified herein. Property owners and/or residents must receive a min. of 24 hours' notice prior to temporary closing of access to homes or businesses. Access can only be closed for a max. of 24 hours.

Driveway crossings are to be bored. Open cutting of driveways is not permitted unless approved in writing by the city. Driveways that are cut shall be restored to match the following minimum standards or to match the original depths (whichever is greater).

Residential:

- 50mm compacted depth HL3A & HL3F asphalt surface coarse
- 150mm compacted depth 20mm crusher run limestone

Apartment, Commercial, Light Industrial and Residential Condo:

- 40mm compacted depth HL3A & HL3F asphalt surface coarse
- 75mm compacted depth HL8 asphalt base coarse
- 200mm compacted depth 20mm Crusher run limestone base

Heavy Industrial:

- 40mm compacted depth HL3A & HL3F asphalt surface coarse
- 100mm compacted depth HL8 asphalt base coarse
- 300mm compacted depth 20mm crusher run limestone

Paving Stones:

- Between 2mm to 5mm joint widths filled with mortar sand or limestone screenings
- 30mm to 40mm compacted depth mortar sand or limestone screenings for bedding
- 150mm Granular 'A' compacted depth for base

Concrete Driveways: As per OPSS 351 and all related OPSD, latest amendments

- 150mm of 30Mpa Concrete
- 150mm compacted depth 20mm crusher run for base