

<i>The Town of Fort Frances</i>	SECTION Operations & Facilities
CONTRACTOR' S / PROPERTY OWNER' S PROCEDURE FOR WORKING WITHIN THE TOWN' S RIGHT-OF-WAY	REVISED October 2004
POLICY	
Resolution No. Consent (10/04)	Supercedes Resolution No.
Policy Number 4.14	PAGE 1 of 5

1. PURPOSE:

As a result of damage occurring on a regular basis to public property and municipal infrastructure, the Town has established a work procedure for construction contractors/citizens to follow when performing work on the Town's right-of-way.

2. RESPONSIBILITY:

All individuals in the workforce, at all levels and functions, are responsible for understanding and carrying out the responsibilities and duties outlined in this procedure. Also the construction/building contractors/property owners who has requested permission to complete work within the Town's right-of-way.

3. PROCEDURE:

A. GENERAL:

- i. The contractor/property owner will initially contact the Planning & Development Division to obtain a house moving permit and/or building permit.
- ii. Prior to the Chief Building Official or designate issuing the requested permit, a copy of permission form must be completed in conjunction with personnel from the Engineering Department of the Operations & Facilities Division.
- iii. The contractor will submit a work plan with the following information; drawing showing the exact route, what portion of the right-of-way will be affected by the work, what equipment will be used to complete the work and when the work will be performed.
- iv. The contractor's representative and the Town's representative will visually inspect the Town's right-of-way and municipal infrastructure to determine the state or condition prior to commencing the work.
- v. If any tracked pieces of equipment are to be utilized on the Town's right-of-way, the personnel from the Engineering Department of the Operations & Facilities Division will take digital pictures prior to any work commencing.

- vi. The contractor will make every effort to protect public property and municipal infrastructure.
- vii. The Chief Building Official or his designate will collect a deposit of \$1,000 from the contractor and once personnel from the Engineering Department of the Operations & Facilities Division have authorized the permission form, the Chief Building Official or his designate will issue the appropriate permit. At this stage the contractor has been given authorization to complete the work.
- viii. Contractor to notify Town when work is complete, the Town's representative and the contractor's representative will complete a post-inspection of the work area as outlined in the contractor's submitted work plan.
- ix. If damage of municipal infrastructure has occurred, the Town's representative will take pictures of the damages immediately. The Town's workforce at the expense of the Contractor will repair the damages.
- x. Once the repairs are completed, the contractor will be invoiced for the repairs. The \$ 1,000 deposit will be used to offset the costs for the repairs. If the repairs are less than \$ 1,000, the contractor will be refunded the balance.
- xi. If no damage has occurred, the Town's representative will complete the section of the permission form indicating the work was completed without destroying or damaging any municipal infrastructure.

**Permission Agreement for Contractors
To Perform Work
On the Town of Fort Frances Right-Of-Way**

The contractor/property owner when performing work on the Town of Fort Frances right-of-way will adhere to the following terms and conditions;

- 1) **Road & Traffic Control** –
 - A. Traffic control shall be in accordance with Book 7 of the Ontario Traffic Manual (OTM).
 - B. Provide and maintain temporary service roads for the Work to ensure safe, convenient and adequate access. Provide access for emergency vehicles at all times. Provide and maintain sidewalk crossings, ramps, and construction runways as required for access to the Work.
 - C. When public thoroughfares are to be closed, or traffic restricted, notify the affected residents, the road authority, the Fire Department, the Ontario Provincial Police, Ambulance Services and School Board if bus route is affected, giving at least seven days notice of the closing or restriction.
 - D. Close thoroughfares or restrict normal traffic flow only with the consent of the authorities having jurisdiction, and in accordance with their requirements.
- 2) **Occupational Health & Safety** – Shall not hold the Corporation of the Town of Fort Frances responsible for any violations committed under the Occupational Health and Safety Act and that all work performed under the Permission Agreement shall be in conformity with the Occupational Health and Safety Act, and, the safety standards and policies of local authorities. All persons working within the Town's right-of-way as outlined in the submitted work plan shall be required to wear personal safety equipment at all times.

The employees, agents or representatives of the contractor within the Town's right-of-way as outlined in the submitted work plan will be versed with the requirements of the Act. These personnel are knowledgeable in the safety procedures required during the performance of the work.

- 3) **Mandatory Inspections** – Shall adhere to the terms and conditions as outlined in the Town of Fort Frances policy No. 5.1 for contractors when performing work with the Town's right-of-way. Two (2) mandatory inspections are required; Pre-work and Post-work inspection.
- 4) **Work Plan** – Shall submit a work plan prior to starting any work within the Town's right-of-way and as outlined in the Town of Fort Frances policy No. 5.1 for contractors when performing work with the Town's right-of-way
- 5) **Damage Deposit** – Shall provide the Corporation of the Town of Fort Frances with a certified cheque or money order or cash in the amount of \$ 1,000.00. This deposit will be given directly to the Chief Building Official as outlined in the Town's policy No. 5.1 for contractors performing work within the Town's right-of-way.
- 6) **Cost of Damage to Public Property** – Shall be responsible for all costs associated with damages to public property and municipal infrastructure on the Town's right-of-way as result of performing the work as outlined in the submitted work plan.
- 7) **WSIB Clearance Certificate** – Shall provide the Town with a current copy of the WSIB clearance certificate prior to commencing any work. This clearance certificate will be forwarded to personnel within the Engineering Department of the Operations & Facilities Division.
- 8) **Insurance** – Shall provide and maintain a comprehensive policy of public liability and property damage insurance in the amount of not less than \$ 5,000,000 inclusive per occurrence. A certificate of insurance will be forwarded to personnel within the Engineering Department of the Operations & Facilities Division prior to commencing any work.

I, _____, contractor's representative of the contractor company: _____
: _____ agree to the terms and conditions as stipulated in the Permission
Agreement and as outlined in the Town of Fort Frances Policy No. 5.1 – Contractor's Procedure for
Working Within the Town's Right-of-Way.

Contractor's Representative

Date

Witness

Date

Pre-Work Inspection

I, _____ of the Operations & Facilities Division, have reviewed the submitted work plan, WSIB clearance certificate, insurance certificate and have completed a pre-work inspection with the contractor's representative _____ on _____, 20__ and give my consent that _____ can commence the work once the appropriate permit is issued by the Chief Building Official.

Authorization to Contractor to Commence the Work

I, _____, Chief Building Official have received the damage deposit in the amount of \$ 1,000 and grant permission to _____ - to complete the work within the Town's right-of-way in accordance with the submitted work plan.

Post-Work Inspection – Complete Section A or B

Section A - Without Any Damages to Public Property

I, _____, of the Operations & Facilities Division have completed a post-work inspection of the Town's right-of-way on _____, 20__ with _____ the Contractor's representative and that no damages have occurred to public property or municipal infrastructure within the Town's right-of-way as outlined in the submitted work plan. The damage deposit will be returned to contractor, once this completed permission form is received by the Chief Building Official.

Section B - With Damages to Public Property

I, _____ of the Operations & Facilities Division have completed a post-work inspection of the Town' right-of-way on _____, 20__ with _____, the contractor's representative where both parties agree that the following damage has occurred;

- A) _____
- B) _____
- C) _____
- D) _____

And that once the repairs are completed, the Town will invoice the contractor for the costs.

Town's representative: _____

Date: _____

Witness: _____

Date: _____

Contractor's representative: _____

Date: _____

Witness: _____

Date: _____