

1. All street work shall conform to all applicable federal, provincial and municipal statutes, laws and by-laws and other applicable legal requirements.
2. All street work shall conform to City of Toronto construction standards and specifications, and shall be conducted and completed to the satisfaction of the General Manager of Transportation Services.
3. All street work shall be performed in a manner that safeguards and protects all other equipment, facilities and improvements of any kind (“improvements”) present in, on, over, under, across, or along the street and the environment.
4. The property owner shall take whatever steps are necessary to ensure the protection of the public.
5. The property owner shall not unduly interfere with the use of the street for free passage by the public.
6. The property owner shall make all necessary arrangements with traffic, police and fire authorities for the placing of barricades, notices, warning lights and signs and that all such barricades, notices, warning lights and signs shall conform with applicable law.
7. No street work shall block or impair the entrance to any premises abutting the work location unless the property owner has obtained and filed with the application for the permit the consent in writing of the owner and occupant of such premises.
8. All street work shall be conducted in a manner so as to maintain access for emergency vehicles.
9. The street work shall be completed without delay.
10. The permit shall not authorize occupying a larger portion of the street or extend for a longer period of time than may be necessary in the opinion of the General Manager of Transportation Services, having due regard to the property owner’s needs and the safety and convenience of the public.
11. After completing any street work, the property owner shall restore and/or leave the street in substantially the same condition in which it was before such street work was undertaken by the property owner, free from nuisance and to the satisfaction of the General Manager of Transportation Services. If the property owner fails to repair and restore any street to the satisfaction of the General Manager of Transportation Services within 48 hours of being notified by the City, the City may undertake such repairs and charge all costs owing to the property owner, and may draw on any financial security or deposits submitted by the property owner.
12. The property owner shall maintain the equipment in good and proper repair and in a condition satisfactory to the General Manager of Transportation Services.
13. Should the General Manager of Transportation Services deem it necessary for the equipment to be removed or altered in an emergency, including repairs or maintenance to equipment owned or operated by the City or any agency, board or commission of the City, the General Manager of Transportation Services, without notice to the property owner, may

alter or remove, or cause to be altered or removed, the equipment and, subject to the requirements of any applicable law or existing agreement, the cost of such alteration or removal of the equipment shall be borne by the property owner.

14. Should the General Manager of Transportation Services deem it necessary for the equipment to be removed or altered for any municipal purpose, including installation or alteration of new or existing plant by any agency, board or commission, the General Manager of Transportation Services may upon three months notice in writing to the property owner, alter or remove, or cause to be altered or removed, the equipment or such portions of same not already altered or removed by the property owner, and subject to the requirements of any applicable law or existing agreement, the cost of such alteration or removal of the equipment shall be borne by the property owner.
15. If the City requires that any street work be stopped, the property owner shall cease such street work following notice to the property owner provided by the General Manager of Transportation Services.
16. The property owner shall be at all times responsible for all aspects of the street work, including the cost of such street work.
17. The property owner shall notify the City promptly of any damage caused by the property owner in connection with its street work.
18. The City has made no representations or warranties as to the state of repair of the streets or the suitability of the streets for any business, activity or purpose whatsoever, and the property owner hereby agrees to take the streets on an "as is" basis for the purpose of the carrying out of the property owner's street work and the City is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its streets.
19. The property owner shall conform and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances, and any applicable traffic laws or regulations (collectively "safety rules"). If in the opinion of the City the likelihood of harm to persons or property appears imminent, the City may suspend street work performed by or on behalf of the property owner where there appears to be a lack of compliance with the safety rules, or because conditions of danger exist that would likely result in injury to any person or property. Such suspension shall continue until the lack of compliance or danger is eliminated.
20. For the purpose of this provision, "hazardous substance" means any hazardous substance and includes, but is not limited to, radioactive substances, petroleum products and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, by-law or code, whether federal, provincial or municipal. The property owner agrees to assume all environmental liability relating to its work in, on, over, under, across, or along the streets, including but not limited to any liability for clean-up of any hazardous substance in, on, under, along, across and around streets that result from:

- a. The operations of the property owner in, on, over, under, along, across or around the streets; or,
 - b. Any products or goods brought in, on, over, under, along, across or around the streets by the property owner, or by any other person with the express or implied consent of the property owner.
21. The property owner shall in writing, prior to any permit being granted by the General Manager of Transportation Services, indemnify and save harmless the City, its elected and appointed officials, officers, employees, directors and agents from and against all actions, claims, executions, demands, damages, liabilities, liens, costs, expenses direct or indirect (including reasonable legal fees and disbursements), and losses whatsoever incurred by the City, its elected and appointed officials, officers, employees, directors and agents in connection with the issuing of the permit, the conduct of the property owner's street work or the use of property owner's equipment, including claims in respect of property damage or personal injury, including death, and will pay to the City and to each such official, servant or agent on demand any loss, costs, damages and expenses, including legal fees and disbursements, that may be sustained, incurred or paid by the City or by any of its officers, servants and agents in consequence of any such action, claim, lien, execution or demand, including any monies paid or payable by the City or any of its officials, officers, servants or agents in settlement or discharge or on account thereof, provided that on default of such payment all loss, costs, damages and expenses and all such monies so paid or payable may be deducted from any security held by the City on account of the permit of the street work.
 22. The City shall not be liable in any way for indirect or consequential losses or damages, or damages for pure economic loss, howsoever caused or contributed to, in connection with the property owner's street work.
 23. The property owner shall, at their own expense and to the satisfaction of the General Manager of Transportation Services, procure and carry, or cause to be procured and carried and paid for, full workers compensation coverage for itself and all workers, employees, and others engaged in or upon any street work.
 24. The property owner shall deliver, when required by the General Manager of Transportation Services, a performance bond or letter of credit in a form satisfactory to the City Treasurer and in an amount which is satisfactory to the General Manager of Transportation Services to ensure proper compliance with Municipal Code Chapter 743 of the City of Toronto.
 25. The property owner shall at all times during the term of the permit and subsequent to the completion of the street work provide an accurate and timely in-house "locate" service or be a member of a "locate" service, in which case the property owner shall advise the General Manager of Transportation Services of its membership in such a service. Should the property owner fail to comply with this provision, the City shall not be required to make any special effort to determine or confirm the location of the equipment. The property owner shall, at the request of the City or any third party, provide or cause to be provided accurate on-site locates within 14 consecutive days of receiving a request for such information.

26. The property owner shall respond within 14 consecutive days to any request from the City for a mark-up of municipal infrastructure design drawings showing the location of any portion of the equipment located in, on, under, over, across, or along the streets shown on the plans, and shall provide such accurate and detailed information as may be required by the General Manager of Transportation Services.
27. The property owner will, at its sole cost and expense, maintain the equipment according to the drawings or subsequent "as built" drawings and in a state of good order, condition and repair, to the full satisfaction of the General Manager of Transportation Services, acting reasonably.